

Application Cover Sheet

**Brooks Academy of Science &
Engineering
(BASE)**

Application Coversheet (A)

Name of Proposed School to open in Fall 2006: Brooks Academy of Science and Engineering (BASE)

Name of Sponsoring Entity: Somerset Academy, Inc.

Note: If the sponsoring entity is a 501(c)(3) nonprofit organization, the name must appear exactly as it appears in the Articles of Incorporation or any amendments thereto.

The sponsoring entity is a (Check only one.):

501(c)(3) nonprofit organization Governmental Entity College or University

Chairperson of Governing Body of Sponsoring Entity: **Victor Barroso**

Chief Executive Officer of Sponsoring Entity: **Victor Barroso**

CEO/Superintendent of Proposed Charter School: **Not yet selected**

Name of Governing Body of Sponsoring Entity Member Who Attended an Applicant Conference:

Ruth Jacoby, Ed. D _____ Date of Conference: **December 3, 2004**

Cynthia A. Hanson _____ Date of Conference: **October 21, 2004**

Applicant Mailing Address (Not a P.O. Box):

Cynthia A. Hanson, Brooks City-Base Foundation, 8030 Challenger Dr., B-1156, San Antonio, TX 78235

Physical Address of Proposed Administrative Offices, if different from above:
8030 Challenger Dr., San Antonio, TX 78235

Physical Address of the Main Campus: **Brooks City-Base, San Antonio, TX 78235 (street address not available until final site is selected)**

Physical Address(es) of any Additional Campus(es): NA

Contact Name: **Cyndy Hanson** Contact Email address: **cyndy.hanson@bc-b.com**

Contact Phone #: **210-536-9082** Contact Fax #: **210-536-2018**

Circle Grade Levels to be served: Maximum Enrollment: _____
(must include, by Year 3, at least one grade level where TAKS is administered)

Year 1: 6 7 8 9	Maximum Enrollment: 400
Year 2: 6 7 8 9 10	Maximum Enrollment: 500
Year 3: 6 7 8 9 10 11 12	Maximum Enrollment: 700

Will all teachers at the school be required to be certified by the State Board for Educator Certification (SBEC)? Yes No

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify that no members of the governing body of the sponsoring entity or of the proposed charter school nor any officers or employees of the proposed school have been convicted of a misdemeanor involving moral turpitude or of any felony. I understand that incomplete applications will not be considered.

(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity	<i>[Signature]</i>	Date	<i>12/15/05</i>	Printed Name	<i>Victor Barroso</i>
(BLUE INK) Signature of Application Preparer	<i>[Signature]</i>	Date	<i>12/15/05</i>	Printed Name	<i>Cynthia A. Hanson</i>

With what company is the application preparer associated? Brooks City-Base Foundation

Was preparer paid? Yes No

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[X] 501(c)(3) nonprofit organization [] Governmental Entity [] College or University

Chairperson of Governing Body of Sponsoring Entity: Victor Barroso

Chief Executive Officer of Sponsoring Entity: Victor Barroso

CEO/Superintendent of Proposed Charter School: Not yet selected

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Physical Address(es) of any Additional Campus(es): NA

Contact Name: Cyndy Hanson Contact Email address: cyndy.hanson@bc-b.com

Contact Phone #: 210-536-9082 Contact Fax #: 210-536-2018

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Signatures and dates for Victor Barroso and Cynthia A. Hanson, including titles like 'Signature of Chief Executive Officer of Sponsoring Entity'.

With what company is the application preparer associated? Brooks City-Base Foundation Was preparer paid? [] Yes [X] No

Revised during contingency process

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501(c)(3) nonprofit organization Governmental Entity College or University

Chairperson of Governing Body of Sponsoring Entity: Ruth Jacoby, Ed. D

Chief Executive Officer of Sponsoring Entity: Ruth Jacoby, Ed. D

CEO/Superintendent of Proposed Charter School: Not yet selected

Name of Governing Body of Sponsoring Entity Member Who Attended an Applicant Conference:

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Brooks City-Base Foundation
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Contact Name: Cyndy Hanson Contact Email address: cyndy.hanson@bc-b.com

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Yes No

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[Signature] 2/18/05 DR. RUTH JACOBY
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

[Signature] 2/18/05 Cynthia A. Hanson
Signature of Application Preparer Date Printed Name

With what company is the application preparer associated?

Brooks City-Base Foundation Was preparer paid? No

SAS A529-05
RFA 701-04-034

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None listed

B.A.S.E.

Applicant Checklist

Somerset Academy, Inc.

Proposed Eleventh Generation Charter School Name

Sponsoring Entity Name

This list **MUST** be used by each applicant to ensure all sections of the application are included, complete, and responsive to the requirements. Sections deemed non-responsive will be marked incomplete. Any attachment without the correct document(s) will be considered incomplete. If attachments do not follow Section 11, this application will be considered incomplete.

- Coversheet
- Table of Contents
- Applicant Checklist (this checklist)

Application Sections (All questions in each section must be answered completely.)

- 1 Statement of Need
- 2 Vision of the School
- 3 Educational Plan
- 4 Student Goals
- 5 Human Resources Information
- 6 Governance
- 7 Community Support
- 8 Geographic Boundary
- 9 Admissions Policy
- 10 Special Needs Students and Programs
- 11 Business Plan
- 12 Attachments (Mark to indicate that attachments are in order as indicated below.)

(See specific requirements for each attachment in the application.)

- A Notarized Biographical Affidavits *- wrong form on p. 94 - all others vs ed correct form*
- B Organizational Chart *number off on question 10-12, 93, 94*
- C 501(c)(3) Determination Letter from IRS *Somerset Neighborhood School Inc*
- D Complete copy of Articles of Incorporation (not Certificate of Incorporation) filed with Texas Secretary of State and any amendments thereto or a comparable document if the sponsoring entity is a nonprofit corporation incorporated in another state, an institution of higher education, or a governmental entity. *Somerset Academy of Texas*
- E Complete copy of Corporate Bylaws
- F Certificate of Incorporation (not Certificate of Amendment) from the Texas Secretary of State or a certificate or letter of status from the Texas Secretary of State. (If the sponsoring entity is an out-of-state corporation, it may submit a Certificate of Authority from the Texas Secretary of State or a document from its state of incorporation reflecting its corporate existence or status. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit, as the attachment, a statement that the certificate of incorporation is inapplicable.) *Somerset Academy of Texas*
- G Published Notice of Public Hearing
- H Synopsis of Public Hearing
- I Signed Certified Mail Receipt Cards
- J Audit Report
- K Credit Report
- L IRS Filing
- M Letters Indicating Sources of Private Funds or Lines of Credit, Business Arrangements or Partnerships
- N Start-Up Budget
- O Budget for Year One of Operation
- P Negotiated Service Agreement
- Q Negotiated Lease Agreement *see statement*

"F" is incomplete. Did not provide a cert. of author. or comparable doc for sponsoring entity. MB (see note)

Items are checked to indicate their inclusion in proper order in all copies submitted to TEA as verified by the following:

Name of Preparer (Typed)

Name of CEO of Sponsoring Entity (Typed)

Signature of Preparer

Date

Signature of CEO of Sponsoring Entity Date

Verified Conference Attendance

Date: 12/3/04

SAS A529-05
RFA 701-04-034

Applicant Checklist

Brooks Academy of Science and Engineering _____
Proposed Eleventh Generation Charter School Name

Somerset Academy, Inc. _____
Sponsoring Entity Name

This list MUST be used by each applicant to ensure all sections of the application are included, complete, and responsive to the requirements. Sections deemed non-responsive will be marked incomplete. Any attachment without the correct document(s) will be considered incomplete. If attachments do not follow Section 11, this application will be considered incomplete.

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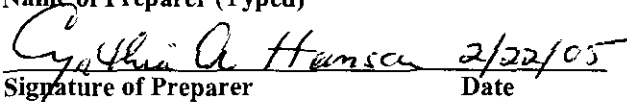
Application Sections *(All questions in each section must be answered completely.)*

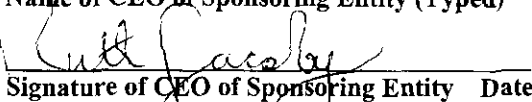
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Items are checked to indicate their inclusion in proper order in all copies submitted to TEA as verified by the following:

Cynthia A. Hanson _____
Name of Preparer (Typed)

Signature of Preparer _____ Date 2/22/05

Ruth Jacoby _____
Name of CEO of Sponsoring Entity (Typed)

Signature of CEO of Sponsoring Entity _____ Date

**Brooks Academy of Science and
Engineering**

“BASE”

**Application for an Eleventh Generation
Charter School**

February 24, 2005

Application for an Eleventh Generation Open-Enrollment Charter School

Items are to be arranged in the order indicated with pages numbered consecutively and indicated in the Table of Contents.

As you complete the application, please keep in mind the Criteria for Selection of an Open Enrollment Charter on Page 15, the Open-Enrollment Charter School Application Evaluation Form on Page 16, the selected portions of the Texas Education Code (TEC) and Texas Administrative Code (TAC) found in Appendix V, and other web pages and resources noted.

1. Statement of Need *(Scored by External Review Panel)*

- a) Discuss why members of the sponsoring entity believe that the proposed open-enrollment charter school is needed and why they believe that sufficient demand exists to make the school viable.

The sponsoring entity Somerset Academy, Inc. incorporated in the state of Texas as Somerset Academy of Texas, in cooperation with the Brooks City-Base Foundation (a non-profit incorporated in the State of Texas) located at Brooks City-Base, Texas will interface with the community in respect to the development of Science and Technology School.

High technology. Brooks Academy of Science and Technology (BASE) is intended to answer a regional need. San Antonio companies in high technology—biotechnology, pharmaceuticals, information technology, information security, telecommunications, aerospace, materials science and engineering and many other fields at the forefront of the new, innovation-based economy—seek high school and college graduates better prepared for employment. They want to hire young men and women with real workplace skills as well as high academic attainments including, essentially, a college degree.

In comparison to the rest of the nation, San Antonio's education system is not currently serving the community well. In the Progressive Policy Institute's 2001 assessment of metropolitan regions (according to indices of their participation in the "new economy," knowledge-based work, high-tech industry), San Antonio ranked 49th out of 50 in workforce educational attainment. BASE proposes to address this need, both through the students it will graduate and by serving as a model to be brought to scale throughout the region.

San Antonio's long-standing economic dependence on the military and tourism is giving way to significant diversity, especially in technology-based sectors. The largest sector of the economy is healthcare and bioscience (with an estimated \$11.9 billion economic impact in 2002 according to a Greater Chamber study), including a growing component of commerce, research and education in bioscience. The fourth largest sector after the military and tourism is information technology; San Antonio is also a national leader in information security.

There is much evidence lately of efforts to transform San Antonio into a high technology-producing and using city of the 21st century. To boost commercial, high-tech venture start ups, the City of San Antonio has supported the San Antonio Technology Accelerator Initiative. Kelly USA, established at the former Kelly AFB, has seen a steady expansion of industrial tenants including Boeing and Lockheed, increasing demand for a highly skilled workforce in the aerospace sector. San Antonio's manufacturing base will be greatly expanded by the recently announced creation of a Toyota assembly plant.

In higher education, the Texas Higher Education Coordinating Board has supported the desire of the University of Texas Regents to create many new doctoral programs at the University of Texas at San

Antonio, especially in science and engineering with an emphasis on biotechnology. A measure of the strength of biomedical research at The University of Texas Health Science Center at San Antonio is the \$90 million a year the school receives in grants and contracts. The University of the Incarnate Word has won approval for a School of Pharmacy, and is exploring the possibility of locating the school at Brooks City-Base. The State Legislature has authorized The Texas A&M University System to plan a new full-service, four-year campus for south San Antonio that long-term enrollment projections indicate could reach 20,000-25,000 students by 2030. Current plans call for the campus to be located in the Southside of San Antonio.

At the secondary-education level, initiatives based in the high-technology business community have led to the creation of three Academies hosted by the Alamo Community College District. These allow high-school students to take advanced vocational classes on a half-day basis in Information Technology and Security, Aerospace, or Manufacturing Technology. A fourth academy is planned in Biotechnology.

The boards of directors of the Brooks City-Base Foundation and the Brooks Development Authority (owner of the Brooks City-Base property) are broadly representative in their memberships of the business, educational and economic development communities that share this vision of a greatly expanded, college-educated, and highly skilled workforce in San Antonio. Reflecting the aspirations of these communities, the sponsors intend BASE to be *the* model in San Antonio for the high-technology oriented public school of choice, widely imitated in many particulars by schools across the region. The high-school reform movement with which the sponsors identify seeks to spread educational excellence not through enlarging successful institutions but by replicating them. As it matures the BASE will probably find itself one of a cluster of small innovative schools, several probably located on a shared campus at Brooks City-Base. Around the city, the sponsors hope the model of small, high-achieving high schools will also be adopted through the creation of such schools within existing large, comprehensive high schools.

Model charter school. San Antonio—the Southside of the city in particular—has fallen behind national standards of educational achievement both at the secondary and post-secondary levels. According to 2000 Census data, 76.9% of the population of Bexar County over the age of 25 has graduated from high school, and 22.7% has a bachelor's degree or higher. In San Antonio's City Council District #3, within which Brooks City-Base is located, only 62% of the population over 18 years has a high-school diploma, and only 6.4% has a bachelor's degree or higher. In this district, whose population is 81.8% Hispanic or other minorities, 22.1% of individuals reported income below the poverty level.

The closest high school to Brooks City-Base, located approximately 2.5 miles from the Brooks property, is Highlands HS in the San Antonio ISD. Harlandale HS and McCollum HS in the Harlandale ISD are the next closest at 2.9 miles and 3.4 miles respectively, and Burbank HS and Brackenridge HS in the SAISD are slightly further away. The City-Base is divided by the boundary between the SAISD and East Central ISD. East Central HS is further from Brooks than the schools cited above.

The closest middle school is Rogers Middle School. Rogers is in the San Antonio Independent School District (SAISD) and is located 1.93 miles from Brooks City-Base. The next closest is, also in SAISD, is Connell Middle School located 3.13 miles away. The closest middle school in the East Central School District is East Central Heritage Middle School and it is located 4.12 miles from Brooks City-Base. These mileage calculations were derived from Mapquest.

TEA 2002 accountability ratings for these schools, listed in order of distance from BCB are as follows. All numbers represent percentage of all student groups (racial/ethnic and economically disadvantaged).

High school in order of distance from Brooks City-Base	Campus rating *	Percent passing TAAS math (10 th grade)	Percent completing advanced academic courses	Percent taking AP and/or IB	Percent scoring at or above AT and/or IB	Percent scoring at or above SAT/ACT criteria	Percent scoring at or above TAAS/TASP equiv	% completing recommended high school program
Highlands	R	84.0	12.7	20.2	17.3	8.6	44.4	41.1
Harlandale	E	91.7	15.5	15.4	30.6	8.4	54.7	51.8
McCollum	R	81.5	41.7	15.4	14.9	3.6	56.2	71.6
Brackenridge	R	87.0	30.2	27.2	23.7	12.5	60.6	52.8
Burbank	R	82.2	14.4	23.9	27.3	3.6	41.6	40.4
East Central	A	85.2	21.0	10.1	40.0	21.5	67.2	47.0

(Source: <http://deleon.tea.state.tx.us/SDL/>)

- *R = Recognized
- A = Acceptable
- E = Exemplary

San Antonio ISD is rated Academically Acceptable, with a Gold Performance Acknowledgment for Recommended High School Program.

Harlandale ISD is rated Recommended, with Gold Performance Acknowledgments for Advanced Courses and Recommended High School Program.

East Central ISD is rated Academically Acceptable, with no Gold Performance Acknowledgments.

Each of these high schools serves mostly racial/ethnic minority and economically disadvantaged students. The following table shows percentage of student body in 2001-2002

High school in order of distance from Brooks City-Base	African American	Hispanic	Economically disadvantaged	Enrollment in 2002
Highlands	10.1	78.6	81.7	2,214
Harlandale	0.3	96.5	88.0	2,014
McCollum	0.6	87.9	81.3	1,772
Brackenridge	7.2	88.3	80.3	2,002
Burbank	0.6	97.7	82.5	1,346
East Central	12.1	42.7	34.3	2,340

(Source: <http://deleon.tea.state.tx.us/SDL/>)

BASE is designed to be a small, high-achievement school of choice serving primarily educationally disadvantaged students. The North East ISD has a high performance magnet school, the International School of the Americas, within one of its large comprehensive high schools. ISA bears many comparisons in philosophy and academic design to BASE, except that admission is via a weighted rather

than entirely open enrollment. ISA has 463 students, of whom 45.1% are Hispanic, 4.1% African American, and 21.6% economically disadvantaged. The following accountability ratings represent percentage of all student groups (racial/ethnic and economically disadvantaged).

Campus rating	Percent passing TAAS math (10 th grade)	Percent completing advanced academic courses	Percent taking AP and/or IB	Percent scoring at or above AT and/or IB criterion	Percent taking SAT and/or ACT	Percent scoring at or above SAT/ACT criterion	Percent scoring at or above TAAS/TASP equivalency
Exemplary	100.0	60.9	22.2	40.0	89.9	33.7	75.2

(Source: <http://deleon.tea.state.tx.us/SDL/>)

The sponsors' principal model in planning BASE is High Tech High in San Diego, California, with adaptations to reflect particular needs and opportunities for students preparing for high-tech careers in San Antonio, Texas. High Tech High is a public open-enrollment charter school founded in 2000; it is a flagship of the national movement to reinvent the American public high school as small, personalized, inclusive, and college preparatory.

In response to the dismal statistics that just 70% of eighth-grade students graduate from high school five years later and only 32% of those graduates are college ready (Manhattan Institute for Policy Research study, 2001), this educational reform movement particularly addresses the needs of regions and population groups that have been underachieving historically. High Tech High, serving grades 9 to 12, has a maximum of 100 students per grade. The school's admissions lottery in Spring 2002 resulted in a diverse student population:

- 16% African-American
- 1% American-Indian
- 8% Asian
- 47% Caucasian
- 8% Filipino
- 19% Hispanic or Latino
- 1% Pacific Islander

Of these 13% were socioeconomically disadvantaged.

The school has enjoyed substantial success. It has achieved a rank of 10 (out of 10) three years in a row in both the California Department of Education's Academic Performance Index and Similar Schools Ranking (the only school in San Diego County to achieve this). High Tech High graduated its first class of seniors in June 2003; 100% were accepted to college. HTH ranks near the top in raw scores on California standardized tests (94th percentile statewide). Out of 100 schools that are ethnically and economically similar, HTH ranks #2 statewide for test scores for Latino students and #2 for disadvantaged students.

Brooks Academy of Science and Technology's sponsors are committed to creating a school that, like High Tech High, will be a powerful resource for economically and educationally disadvantaged students. Though students may be admitted from any part of the region, it is likely that the majority will be from South San Antonio neighborhoods close to Brooks City-Base. The sponsors' goal is to increase the participation of students from educationally disadvantaged backgrounds in math, science, and engineering. Many graduates of BASE are likely to be the first in their family to attend college. The

sponsors wish to see such students become productive members and leaders in San Antonio's high-technology sector.

BASE will ensure every student's success at the college-preparatory level of instruction by virtue of its small size, commitment to personalizing each student's program and pace of study, the high competency of the reform-oriented teaching staff this innovative high school of choice will attract, strong partnerships with business, universities and other resources in the community, and strong support from parents who will seek out this high-achievement school for their children. Every student will be fully included in curriculum and program, despite school entrance by lottery on an open-enrollment basis.

As an educational portal for economically disadvantaged and ethnically/racially minority children to opportunities in the knowledge-economy of the 21st-century, BASE will be a model of the small, innovative public high schools the city needs. Its graduates will be college and job ready. The schools innovative curriculum and project-based pedagogy will achieve a seamless integration of the academic and vocational, with technology more a tool in support of learning in the humanities, arts and sciences than a subject in its own right.

Besides emphasizing high academic expectations, BASE will be expected to follow a code of conduct that encourages high moral character by adhering to these policies and procedures to ensure good citizenship in and outside of school. Parents will be expected to monitor their children throughout the school year. Parents and students alike will be given handbooks prior to registration and will sign a behavior code of conduct contract before the student can be admitted. BASE is a strong advocate of "no child left behind" and believes parent involvement is very important.

Among charter schools, BASE will be a flagship both for San Antonio and Texas.

b) Explain why the charter school model is appropriate.

Like High Tech High in San Diego and its affiliated schools, BASE's guiding impulses will be entrepreneurship and innovation. It will have a board composed of business leaders in high technology fields and community leaders representative of the diverse population. As a charter school, it will be uniquely responsive to this rapidly growing area of high-skill, high-reward careers in San Antonio.

High Tech High (HTH), officially called the Gary and Jerri-Ann Jacobs High Tech High, founded as a public, open-enrollment charter school in 2000, was conceived from the first as a model and test bed for high-school reform nationally and internationally. In San Diego, it has been expanded with the opening of High Tech Middle and High Tech International, the latter a high school focused on international studies. With the support of the Bill and Melinda Gates Foundation, the High Tech High Foundation has created a network of small, high-achievement schools, mostly in California, but with schools in New Bedford, Massachusetts, Chicago, Tucson, and Harrisburg, Pennsylvania. The Gates Foundation has supported similar networks elsewhere leading to the creation of scores of new schools nationwide.

In 2003, the Gates Foundation made a gift of \$30 million to the Texas High School Project (currently funded at \$130 million) with the intention of creating 70 to 80 new high schools around the state.

BASE was originally conceived in response to an invitation extended in 2003 by the Gates Foundation to the Brooks Development Authority (BDA) to participate in this burgeoning high school reform movement. One of the BDA Board members, Dr. Janet Black, is employed by The Texas A&M University System. In this capacity, she works with the A&M System Regents' Initiative involving university/public school partnerships. She visited with Gates Foundation consultant Blair Fitzsimons to discuss the possibility of locating a Gates-sponsored high school on the new A&M campus in the

Southside of San Antonio. Ms. Fitzsimons indicated that the foundation was interested in establishing multiple high schools around the state, in particular in South Texas, including the Southside of San Antonio.

Dr. Black, a board member of the Brooks City-Base Foundation, after attending a conference of the Association of University Research Parks, became aware that several high schools, and at least one middle school, have been established at research parks around the country. Dr. Black inquired about the possibility of locating a high school on Brooks City-Base. Ms. Fitzsimons responded positively and suggested that such a school might be modeled after High Tech High in San Diego. Ms. Fitzsimons was invited to speak at the November 2003 meeting of the Brooks Development Authority board. The BDA subsequently approved exploration of a charter school at Brooks City-Base. At the February 2004 meeting of Brooks City-Base Foundation, the BCBF directors voted to proceed with an open-enrollment charter school. BCBF approached Somerset Academy, Inc., which has established educational experience, to become the sponsoring entity for this application. Somerset has agreed to this request based on their desire to work on the High Tech High model.

While the school is not yet affiliated with a model school in the High Tech High or other networks, it is planned with the premise that the charter school development model, involving a mix of per-student state funding, substantial private-source funding, and significant autonomy, provides the optimal route to the educational innovations sought.

The school will be built and managed by Academica Corporation, a Florida-based charter school management company with experience starting and managing more than two dozen schools, including several high schools and schools recognized by the State of Florida for high student achievement.

2. Vision of the School (Scored by External Review Panel)

- a) In succinct terms, describe the educational philosophy and pedagogy of the proposed school.

BASE will provide students with rigorous and relevant academic and workplace skills, preparing its graduates for rewarding lives in the technological society of the 21st century.

The school will be built on five principles:

- **Personalization.** As a small school with no more than 100 students at each grade level, each adult will know every student, and each student will have a strong point of contact with at least one teacher, who will act as advisor and advocate. In addition to an advisory system, BASE will use looping to build sustained relationships between adults and students. The school will be organized into teams of five teachers and 100 students; these teams stay together as a group for two years. Students requiring additional assistance to remain on track will receive individualized attention during and, if necessary, after school. Under the supervision of their advisors, mentors and parents, students will design personalized education plans. From a more structured, tutorial approach to instruction in the Lower School, students will move toward a self-motivated learning environment. Over the course of the school year, students will build a personal, web-mounted, digital “portfolio” of their work, including project reports, lab reports, etc., according to a common rubric; this will develop inner motivation by building toward an end-of-year opportunity to present and take pride in their achievements.

Parents will have access to their students’ academic reports. They will be encouraged and welcomed to have conferences with teachers and administrators. In return, the school will assign mentors who will meet with students weekly to monitor academic performance and portfolio

development. It will also be the mentors' responsibilities to report to parents at any given time a child's performance is not reaching proficiency.

- ***Adult-world immersion.*** Like work in the adult world of high-tech enterprise, students will learn principally through doing and presenting hands-on projects pursued individually or, more typically, in creative, interdisciplinary teams. Projects will involve research on actual problems, and typically result in real-world products. Instruction and project management will involve teams of three or more teachers. As an HTH teacher explains (Ben Daley, "Why the Adult World Connection," 2004), this adult-world immersion is not about tracking students into a specific career but about allowing them to explore different career options; it is about "breaking the culture of isolated adolescence and connecting students to adult mentors in the workplace environment." Indeed, on first encounter, BASE, will feel more like the creative workplace of a successful high-tech enterprise than a school. Instead of the corridors and classrooms of a traditional school, there will be large common areas with partitioned student computer workstations. Instead of classrooms, there will be technical specialty labs and seminar rooms with flexible layout and digital display technology used less by teachers than by students making presentations of their work. Teachers will spend much of their time coaching and encouraging individual students or teams of students through projects. Students will have regular contact with mentors from San Antonio's high-tech and higher education communities, who will assist students in planning their personal learning programs and projects along with parents and teacher/advisors. Speakers from the high-tech and higher education communities will regularly be invited to address students at lunches and other occasions. The school will recruit consultants and guest lecturers/presenters from the business and scientific worlds as well as professional educators. Students in the upper grades will do an internship two afternoons each week at a high-tech business or institution. The 1,500 scientists, medical doctors and engineers that work at Brooks City-Base will be used extensively to provide real-world focus, both through their participation at the school as mentors and through internships at the many different laboratories located on the facility; possibilities range from biomedicine, chemistry, nuclear science, and material science, to research with centrifuges. The students' resumes, included in their portfolios, will be accessible to prospective employers and college admissions officers, and intended to secure interviews.
- ***Common intellectual mission.*** The curriculum and student projects will make no formal distinction between "college prep" and "vocational education." There will be no "tracking." All students will be held to high standards, and all student work must be of a quality sufficient for the students to enter post-secondary education. Every student will know what constitutes exemplary work, because student work will embody and be evaluated in terms of the clearly articulated "habits of mind" defined by Deborah Meiers (*The Power of Their Ideas*, Boston: Beacon, 1995). These include (as in the HTHL model) Evidence (*what makes this credible?*), Viewpoint (*how might this look from a different angle?*), Connections/Cause and Effect (*is there a pattern?*), Conjecture (*could it have been otherwise?*), and Relevance (*does it matter?*), each designed to transform students from passive recipients of knowledge to active inquirers and researchers. Differences in student ability in, say, mathematics, and difficulties encountered by students with special needs, will be met not with separate classes but with individual and small-group tutorials. A certified special needs teacher will be assigned as a mentor to ensure that all IEPs are being met in every classroom.
- ***Performance-based assessment.*** Assessment will be based on the common intellectual mission. Rather than adhering to the traditional departmentalized and hence fragmented curriculum (and structuring of the school day into 45 minute "periods"), teaching will be based on the holistic approach of project work and the development of each student's digital portfolio. Upon transition from one trimester and grade to the next, and from Lower to Upper School, students

will exhibit their personal portfolios to their advisors and peers, and make the work accessible to the outside world via the web. Student performance within this highly personalized but publicly accountable progression will be assessed according to published rubrics embodying learning goals against which all students' portfolios and presentations are judged. Within their projects students will demonstrate a high level of proficiency on skills mastered each semester. Students will be expected to show quality work on their projects as well as pass all necessary academic skills assessments in order to proceed to the next course level. The goal is not to do "projects for projects sake," but to obtain and master all state requirements for all coursework. Each project will target the mastery and complete understanding of Texas state standards set forth by the educational rubric and the state. Project are not the only means of instruction, they are an integrated addition to direct instruction.

- **Pre-engineering focus.** The BASE will integrate technical and academic education to prepare students for post-secondary education and for leadership in high-technology industries. Math and science will be at the core of the curriculum, and students will have opportunities to develop projects involving hands-on learning and utilization of many industry-standard instruments and technologies. All coursework skills standards will be integrated into eacy project.

BASE will meet all statewide standards as adopted by the State Board of Education.

In addition to traditional academic proficiencies, BASE will develop the abilities of its students to formulate and test a novel hypothesis, assimilate a technical manual, take precise measurements, assure quality, manage resources, mentally compute simple sums, analyze and solve nonlinear problems, use various forms of technology, communicate effectively both orally and in writing, take and give supervision, manage time and stress, work in teams, and observe workplace rules and etiquette.

The BASE program will emphasize certain core values including honesty, inventiveness, healthy living, curiosity, a balance of interests and a respect for others.

Ultimately, BASE aims to have its pupils become self-motivated, competent, lifelong learners, prepared to thrive throughout their lives.

- b) Discuss the educational innovations that will distinguish this school from other schools.

The philosophy and pedagogy described above are modeled on the principles and mission of High Tech High, which were themselves derived from the now widely influential national movement to reinvent the urban comprehensive high school.

This movement, which has gained momentum over the last decade, is represented in models developed by the Big Picture Company's New Urban High School Project (of which HTH's Principal/CEO, Larry Rosenstock, was formerly director), the Coalition of Essential Schools' Small Schools Project, New York's Institute for Student Achievement, Chicago's Small Schools Workshop, Ohio's High School Transformation Initiative, and California's New Technology Foundation and School Redesign Network, among many other organizations. It is championed and is being rapidly scaled up nationwide by such ambitious initiatives as the Bill and Melinda Gates Foundation's *High Schools for the New Millennium* and the Carnegie Corporation of New York's *Schools for a New Society*. The sponsors of BASE are much influenced in their planning by the example of flagship innovative schools in the Gates Foundation's network; several, including HTH, are described in Thomas Toch, *High Schools on a Human Scale: How Small Schools can Transform American Education* (Boston: Beacon Press, 2003).

BASE will be the first high-tech high school in San Antonio to be modeled after San Diego's successful High Tech High (http://www.hightechhigh.org/HTHL/Resource_Center/Curriculum/); currently there are no schools based explicitly on the High Tech High model in Texas. However, in its small size, commitment to personalization, enrollment open to students across the region, college-preparatory mission inclusive of all students, and innovative pedagogy and programs including project-based learning and internships, the school will be comparable to the International School of the Americas, the highly successful magnet school founded in 1995 within San Antonio's North East ISD.

The educational innovations incorporated in BASE are gaining ever wider realization as new schools are created and existing large, comprehensive, "factory" high schools are reorganized into smaller schools. These innovations include such core features of the movement noted above as interdisciplinary learning in small groups, real-world immersion through projects and internships, and public exhibitions to demonstrate student learning rather than reliance on standardized tests.

BASE will ensure every student's success at the college-preparatory level of instruction by virtue of its small size, commitment to personalizing each student's program and pace of study, the high competency of the reform-oriented teaching staff this innovative school of choice will attract, strong partnerships with business, universities and other resources in the community. Brooks City-Base is an ideal site for the school and will afford the students a unique opportunity.

"No Child Left Behind" states that schools must be accountable to students as well as parents. It is therefore the commitment of BASE to report to parents on an on-going basis through electronics and the personal touch the progress and/or areas of concern on their child's performance. Strong support from parents who will seek out this high-achievement school for their children will become evident as the school reaches capacity. A winning formula for charter school: parents + students + staff + community partnership = success.

~~Special need students will be monitored through all state rules and regulations. Teachers will be informed of each student's IEPs and modifications. In addition, these students will have a certified special education teacher who will monitor and consult continually during the day in order to ensure the IEPs and modifications are being followed by the classroom teachers. When needed, this staff member will provide the additional educational support required to guarantee the student remains on target.~~

Parents will be expected to attend all conferences and monitor their child's progress by accessing academic reports that will be made available via the internet. For those parents who do not have access to a computer, one will be available at the school for their use. In return, it will be the school's responsibility to communicate any significant changes in academics and/or behavior at any given time.

BASE will be distinctive in San Antonio and Texas with innovation built into it. The sponsoring organization plans to configure BASE architecturally along the lines of HTH in San Diego. This design is described by HTH's Dr. Angela Lintz in a 2003 published paper ("Preparing All Students for the 21st Century: The High Tech High Model," <http://www.aspa.asn.au/Confs/qspa2003/lintz.doc>):

The school is designed to foster a professional atmosphere: classrooms and offices are open, with numerous windows. Classrooms are multipurpose and clustered together to allow for team teaching and collaboration. There is one computer for every two students, each room has ample cabinet and counter space for projects, and areas for direct instruction. Chairs and tables are chosen for mobility and durability. Future plans include the remodeling of adjacent buildings as High Tech High expands with grades 6-8, also adding a gym, cafeteria, and promenade to join all the facilities.

Revised during contingency process.
See insert.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 11 APPLICANT

AREAS	Information and Issues Identified	Corrective Action
Maximum Grades Served	<ul style="list-style-type: none"> ▪ 6-12 ▪ Year 1: 6-9 ▪ Year 2: 6-10 ▪ Year 3: 6-12 	<ul style="list-style-type: none"> ▪ None required
Maximum Enrollment	<ul style="list-style-type: none"> ▪ 700 	<ul style="list-style-type: none"> ▪ None required
Number of Sites	<ul style="list-style-type: none"> ▪ 1 ▪ Brooks City-Base, San Antonio, TX 78235 (street address not available until final site is selected) 	<ul style="list-style-type: none"> ▪ Address will be provided by City Public Service (CPS) when utilities are delivered.
Education Plan	<ul style="list-style-type: none"> ▪ Provide evidence that the applicant will appropriately serve students who require special education services. The second paragraph on P. 24 must be changed because placement of special education students cannot be predetermined. 	<ul style="list-style-type: none"> ▪ First sentence of second paragraph has been removed. Somerset Academy recognizes that placement of special education students cannot be predetermined.
Teacher to student ratio	<ul style="list-style-type: none"> ▪ 1/25 	<ul style="list-style-type: none"> ▪ None required
Student Goals	<ul style="list-style-type: none"> ▪ OK 	<ul style="list-style-type: none"> ▪ None required
Human Resources Information	<ul style="list-style-type: none"> ▪ Submit an organizational chart that shows the operation of the proposed school ▪ State the understanding that the charter school holder board is ultimately responsible for student attendance accounting reporting requirements; reporting annual school and student performance to students, parents, and the public; and distributing employee qualifications to the parents. ▪ State which employees will be Academica employees and which will be Somerset employees (P. 44 and P. 55). 	<ul style="list-style-type: none"> ▪ Organizational chart attached at end of this document. ▪ Somerset Academy is ultimately responsible for student attendance accounting reporting requirements; reporting annual school and student performance to students, parents, and the public; and distributing employee qualifications to the parents. ▪ Academica is a management company and in that capacity will handle business management related duties (ex: grant applications, legal services, facilities). BASE will employ the principal, teachers, PEIMS coordinator and general office staff)
Community Support	<ul style="list-style-type: none"> ▪ OK 	<ul style="list-style-type: none"> ▪ None required

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
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<p>Geographic Boundaries</p>	<ul style="list-style-type: none"> ▪ The following ISDs are clearly in the geographic boundaries: <ul style="list-style-type: none"> ○ Alamo Heights ○ East Central ○ Edgewood ○ Fort Sam Houston ○ Harlandale ○ Judson ○ Lackland ○ North East ○ Northside ○ Randolph Field ○ San Antonio ○ Somerset ○ Southside ○ South San Antonio ○ Southwest ○ Floresville ○ Jourdanton ○ laVernia ○ Lytle ○ Pleasanton ○ Poteet ▪ The following ISDs are listed as being in the geographic boundary, but no evidence of mailing Impact Statements to them was provided. <ul style="list-style-type: none"> ○ Boerne ○ Comal ○ Medina Valley ○ Schertz-Cibolo-Universal City ▪ The following ISDs were not listed as being in the geographic boundary, but there was evidence of mailing to them: <ul style="list-style-type: none"> ○ Charlotte ○ Poth ○ Stockdale ▪ Provide an accurate list of districts that will be in the geographic boundary. 	<ul style="list-style-type: none"> ▪ The following ISDs should not be listed within the geographic region served by the BASE school. <ul style="list-style-type: none"> ○ Boerne ○ Comal ○ Medina Valley ○ Schertz-Cibolo-Universal City ○ Charlotte ○ Poth ○ Stockdale
<p>Biographical Affidavits</p>	<ul style="list-style-type: none"> ▪ Defer to legal review 	<ul style="list-style-type: none"> ▪ Corrections addressed in legal review section

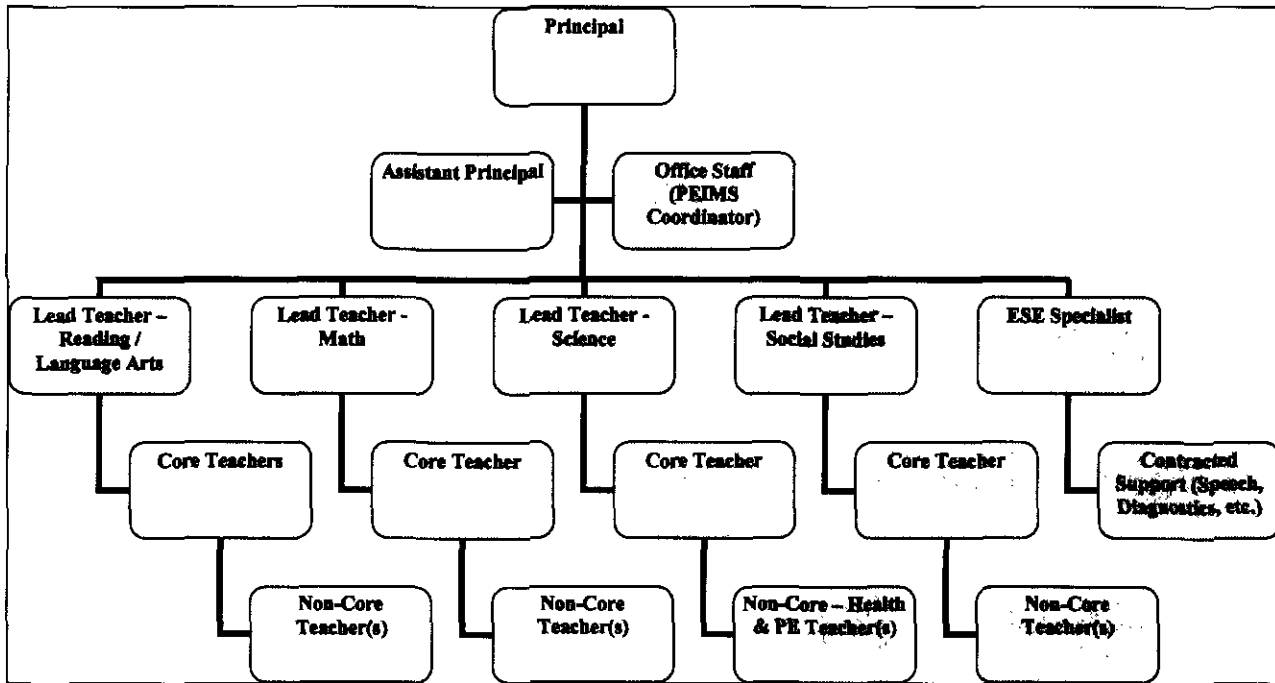
DIVISION OF CHARTER SCHOOLS
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Other	<ul style="list-style-type: none"> ▪ Provide evidence that the applicant will appropriately serve students who require special education services. The end of the “Common Intellectual Mission” section on P. 11 and the fifth paragraph on P. 13 must be changed because placement of special education students cannot be predetermined. 	<ul style="list-style-type: none"> ▪ As written in IDEA 2004 Section 613, BASE will serve children with disabilities in the same manner as the local educational agency serves children with disabilities, including providing supplementary and related services on site to the same extent to which the local agency has a policy or practice of providing such services. BASE recognizes that special needs cannot be pre-determined and has no intent to do so. The fifth paragraph on P.13 should be eliminated.
Assurance Documents	<ul style="list-style-type: none"> ▪ Signed assurances related to the requirements of bilingual/ESL programs, Section 504 of the Rehabilitation Act of 1973, and dyslexia programs will be required if a charter is awarded. In addition, a special education and federal assurance document is required prior to the execution of a charter contract. 	<ul style="list-style-type: none"> ▪ Attached

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Human Resources Information (BASE School)

The following chart represents employees of the Brooks Academy of Science & Engineering. No employees of the management company, Academica, Inc., are shown on this chart.



- Principal
- Assistant Principal
- Lead Teachers/Mentors
- ESE Specialist and Staff
- Teachers – Core and Non Core
- Office Staff (PEIMS Coordinator, etc.)

Somerset Academy, Inc. (sponsoring entity)

- Charter holder
- Contract with management company, Academica, Inc.
- Student attendance accounting reporting
- Reporting annual school and student performance to students, parents, and the public
- Distributing employee qualifications to parents

Academica, Inc. (management company)

- School finances (budget, accounting)
- Facilities (building owner – maintenance and repair)
- Human Resources (insurance contracts, employee contracts, vendor contracts)
- State and Federal Reporting
- Legal and Corporate Contracts (initiate, bring up to date, and make recommendations to the Board)

A number of studies have already established that an influential relationship exists between a school's physical condition—especially lighting and indoor air quality—and student performance and test scores. One such study by the Heschong-Mahone Group, administered in the states of California, Washington, and Colorado, has indicated a strong correlation between increased daylighting and ventilation and improved student performance. In a California district, for example, students in classrooms with the most daylighting exposure progressed 20% faster on math tests and 26% faster on reading tests than those in classrooms with the least amount of daylight. These factors will be taken into consideration with the construction of BASE.

3. Education Plan (Scored by External Review Panel)

- a) Describe the scope and sequence of the proposed education program, including special education and bilingual/English as a second language (ESL). Address each grade level the school will serve and include the ways that the school will incorporate the Texas Essential Knowledge and Skills (TEKS). See the following web page for additional information: <http://www.tea.state.tx.us/rules/tac/index.html>.

The BASE education plan aligns the HTH model with the Texas Essential Knowledge and Skills and state graduation requirements as set forth in Texas Administrative Code (TAC), Title 19, Part II Chapter 74, Curriculum Requirements. As the curriculum is developed in detail, the school's founders will refer to alignment guidelines for charter schools presented in the Charter School Resource Center of Texas's publication *Star-spangled Skills for Curriculum Alignment*.

The Brooks Academy of Science and Engineering is a project-based curriculum school. Below are various grades and subject's samples of curriculum syllabi, assessment rubrics (grading), rules, and course outlines. Behavior and absent policies are signed by parents and students to ensure that all team members are aware of their responsibilities in order for each student to have a successful school year. Each week's themes are aligned with the state standards. Quizzes and exams are given to help assess what skills have been mastered or not met. Curriculum and project goals will then be adjusted to make sure that all students meet or exceed proficiency level and are able to move on to the next skill level.

6th Grade Reading – College Prep: **Instructional Guidelines – Reading Improvement (60 minutes)**

Word Work Routines

The teacher will establish a routine for systematic word study based on linguistic patterns

so students can:

- Identify a pattern within a word
- Utilize the pattern to decode new words
- Apply the pattern for accurate and fluent reading of connected text

Independent Reading Routines

Unit 1: Establishing Routines for Reading

The teacher will conduct a guided reading of at least two selections to demonstrate strategies for active reading by:

- Engaging students in pre-reading activities to help them make connections to the reading selections

- Helping students select stopping points in reading to pause, reflect, and jot
- Conducting think-aloud to show ways to describe their personal experience while reading a text
- Demonstrating the use of after-reading strategies to summarize what they have learned, making generalizations and drawing conclusions, and making connections to other relevant topics and contexts

So students can:

Before reading

- Activate prior knowledge
- Establish a purpose for reading
- Develop a reading plan with stopping points

During reading

- Implement a procedure for maintaining a reader response journal that can be used as a record of reading with personal reactions, reflections, and interpretations
- Read silently for a minimum of 20 minutes daily

After Reading

- Write 1-3 minutes reaction or reflection
- Develop summaries to synthesize ideas

Assessment

The teacher will assess students' reading levels in order to determine reading groups.

6th Grade Reading – Special Education:

The teacher will use the following suggestions to customize instruction for less proficient readers

So students can:

Before reading

- Make personal and/or cultural connections to the story/text
- Develop a focus and purpose for reading

During Reading

- Monitor comprehension through the use of graphic organizers designed to help them construct meaning

After Reading

- Guide students as they respond to teacher made prompts that provoke meaningful reader response

6th Grade Reading – ELL:

The teacher will use the following suggestions to customize instruction for students acquiring English language skills

So students can:

Before reading

- Make personal and/or cultural connections to the story/text through the development of background knowledge
- Focus on vocabulary, colloquial language, past tense, idioms, and academic language
- Develop a focus and purpose for reading

During Reading

- Monitor comprehension through the use of graphic organizers designed to help them make connections and construct meaning

After Reading

- Guide students as they respond to teacher made prompts that provoke meaningful reader response

7th Grade Reading – College Prep:

Instructional Guidelines – Reading Improvement (60 minutes)

Word Work Routines

The teacher will establish a routine for systematic word study based on linguistic patterns

so students can:

- Identify a pattern within a word
- Utilize the pattern to decode new words
- Apply the pattern for accurate and fluent reading of connected text

Independent Reading

The teacher will provide opportunities for students to read a self-selected book at their independent reading level

So students can:

- Browse and select books
- Develop a schedule to complete self-selected reading of texts
- Establish a purpose for reading
- Read silently for sustained periods of time
- Select and read two books independently before the end of the grading period

Reading Unit 2: Establishing Routines for Reading

The teacher will conduct a guided reading of at least four narratives on the appropriate level to demonstrate strategies for active reading by:

- Engaging students in pre-reading activities to help them make connections to reading selections
- Helping students preview the selection by reading the first paragraph and analyzing illustrations to know what to expect
- Providing background information that is critical to understanding the selection and introducing key words or concepts
- Helping students select stopping points in reading to pause, reflect, and jot
- Conducting think aloud sessions to show students how to make predictions and mark up text as they check for understanding, identify confusion with question marks, and note important and interesting information
- Guiding students through the completion of a plot chart of the story emphasizing the story conflicts
- Modeling how to adapt reading strategies based on their purpose for reading and the requirements of the reading task
- Demonstrating the development of a short answer response

So students can:

Before reading

- Activate prior knowledge
- Establish a purpose for reading

During reading

- Monitor their reading by stopping to question, clarify, predict, or react in a reader response journal

- Note new words encountered, using context clues to define; after reading students should check definitions in a dictionary, making a reader's personal dictionary

After Reading

- Write 1-3 minutes reaction or reflection in which personal connections and comparisons are made between the text and the student's own experience
- Develop summaries to synthesize ideas in the text
- Demonstrate understanding through retelling of significant parts of the text

7th Grade Reading – Special Education:

The teacher will use the following suggestions to customize instruction for less proficient readers

So students can:

Before reading

- Make personal and/or cultural connections to the story/text
- Develop a focus and purpose for reading

During Reading

- Monitor comprehension through the use of graphic organizers designed to help them construct meaning

After Reading

- Guide students as they respond to teacher made prompts that provoke meaningful reader response

7th Grade Reading – ELL:

The teacher will use the following suggestions to customize instruction for students acquiring English language skills

So students can:

Before reading

- Make personal and/or cultural connections to the story/text through the development of background knowledge
- Focus on vocabulary, colloquial language, past tense, idioms, and academic language
- Develop a focus and purpose for reading

During Reading

- Monitor comprehension through the use of graphic organizers designed to help them make connections and construct meaning

After Reading

- Guide students as they respond to teacher made prompts that provoke meaningful reader response

8th Grade Reading – College Prep:

Instructional Guidelines – Reading Improvement (60 minutes)

Word Work Routines

The teacher will establish a routine for systematic word study based on linguistic patterns

So students can:

- Identify a pattern within a word
- Utilize the pattern to decode new words
- Apply the pattern for accurate and fluent reading of connected text

Independent Reading

The teacher will provide opportunities for students to read a self-selected book at their independent reading level

So students can:

- Browse and select books
- Develop a schedule to complete self-selected reading of texts
- Establish a purpose for reading
- Read silently for sustained periods of time
- Select and read two books independently before the end of the grading period

Reading Unit 3: Establishing Routines for Reading

The teacher will conduct a guided reading of at least four examples of expository texts on the appropriate level to demonstrate strategies for active reading by:

- Engaging students in pre-reading activities to help them make connections to reading selections
- Helping students preview the selection by previewing the clues from the text (e.g. the title, table of contents, topic headings, index) and analyzing illustrations to know what to expect
- Providing background information that is critical to understanding the selection and introducing key words or concepts
- Helping students use basic text structures (introduction subsections, conclusions) to select stopping points in reading to pause and reflect and monitor comprehension
- Conducting think aloud sessions to show students how to make predictions and mark up text as they check for understanding, identify confusion with question marks, and note important and interesting information
- Guiding students through the completion of a plot chart of the story emphasizing the story conflicts
- Modeling how to adapt reading strategies based on their purpose for reading and the requirements of the reading task
- Demonstrating the development of a short answer response

So students can:

Before reading

- Activate prior knowledge
- Establish a purpose for reading

During reading

- Monitor their reading by stopping to question, clarify, predict, or react in a reader response journal

- Note new words encountered, using context clues to define; after reading students should check definitions in a dictionary, making a reader’s personal dictionary

After Reading

- Write 1-3 minutes reaction or reflection in which personal connections and comparisons are made between the text and the student’s own experience
- Develop summaries to synthesize ideas in the text
- Demonstrate understanding through retelling of significant parts of the text
- Develop short answer responses to questions

8th Grade Reading – Special Education:

The teacher will use the following suggestions to customize instruction for less proficient readers

So students can:

Before reading

- Make personal and/or cultural connections to the story/text
- Develop a focus and purpose for reading
- Use post-its to mark stopping points

During Reading

- Record understanding of concepts on post-its at predetermined stopping points

After Reading

- Complete graphic organizers designed to help make connections and enhance understanding
- Guide students as they respond to teacher made prompts that provoke meaningful reader response

8th Grade Reading – ELL:

The teacher will use the following suggestions to customize instruction for students acquiring English language skills

So students can:

Before reading

- Make personal connections to the story/text through the development of background knowledge
- Focus on vocabulary, colloquial language, past tense, idioms, and academic language
- Develop a focus and purpose for reading
- Use post-its to mark stopping points

During Reading

- Use Cornell notes to monitor comprehension

After Reading

- Guide students as they respond to teacher made prompts that provoke meaningful reader response
- Review notes to verify understanding of specialized vocabulary, concepts, and main ideas

When the students reach high school, BASE will be comprised of two divisions: Division I (grades 9-10), and the Senior Institute (grades 11-12).

Students in Division I will study math, science, Spanish, and integrated humanities. Math instruction will be customized—students will work independently in groups of one to four, setting goals, self-scheduling their tests, and progressing through the curriculum at their own pace. Science will be centered on individual and group projects, many of which will be executed in the school’s common area, a large open space equipped with state of the art computers and other technical facilities. As they engage in projects, which may range from community studies to robotics to building a submarine, students will begin to learn and apply the different perspectives and methods of the sciences and other academic disciplines.

In their junior and senior years, students will progress to the Senior Institute and undertake more advanced and independent project work and study. They will fulfill final school and state requirements, take advantage of rich internship opportunities, and prepare to demonstrate their achievements for college admissions officers and employers.

Internships will be central to the learning program at BASE. Students must complete at least two academic internships before graduating. Each internship will last for a minimum of 100 hours over the course of one trimester (12-14 weeks). BASE humanities courses will engage in activities and conversations about interview preparation, resume writing, networking strategies, employment research, diversity issues and corporate culture. Students will apply and interview for their preferred internships. Once selected by an employer, students will sign an Internship Agreement with their new mentor, teacher, parent and the BASE Director of Outreach. In the 9th and 10th grades, students will explore roles in different work sites to develop awareness of career pathways and possibilities. Junior and senior internships provide a context for complex, independent projects, developed in consultation with the advisor and a worksite mentor. These projects will incorporate the BASE habits of mind and culminate in a final exhibition and presentation before an audience of experts, teachers, peers, and family.

Because the innovative pedagogy of BASE rests on integrated approaches—interdisciplinary team teaching, project based learning, self-paced, individualized academic plans—the school’s approach to teaching the core curriculum will be closely patterned after the curriculum of High Tech High, which rests on similar principles. However, as the school’s founders develop the curriculum in the school’s start-up phase, they will attempt to remain true to the innovative impulse of the High Tech High model while ensuring that the TEC Required Curriculum and the TEKS are the foundation of the plan.

The following is based on the HTH curriculum:
(http://www.hightechhigh.org/HTHL/Resource_Center/Curriculum/):

Course of study

To prepare for the high school curriculum, the middle school students will be expected to reach proficiency (or higher) in the academic skills set forth by the State. In addition, they will begin to become familiar with a project-based curriculum and will be required to maintain electronic portfolios and do mini oral presentations in preparation for the rigorous high school standards.

In science, students will take physics in the ninth grade and chemistry in the tenth grade. The chemistry course emphasizes the overlap between chemistry and physics. Eleventh graders take two science courses: biology, with an emphasis on the overlap with physics, and physics/engineering, including two trimesters of engineering tech, linking academic and vocational content and methods. Twelfth grade students take thermodynamics, which combines advanced physics and chemistry.

The math curriculum will offer a mix of algebra, geometry, trigonometry, and pre-calculus concepts, taught at increasing levels of complexity each year. All HTH students take Math 1, Math 2, Math 3, and Math 4 in sequence until they are ready to take college level calculus. Math

1 is more focused on algebra, Math 2 on geometry, and Math 3 and 4 on advanced algebra or pre-calculus.

Students with a wide range of prior experience in math and science learn in the same classroom. While all students work on the same topics, some students work on more basic problems and receive more remedial support, while others work on more advanced problems.

The math and science curriculum will also be tailored to meet students' needs and interests. Electives will offer additional in-school opportunities for advanced, project based work, and students are supported to pursue advanced applications independently through their internships and senior projects.

Competencies and understandings

Students are expected to acquire and demonstrate the following competencies:

- Math and science as inquiry: design and conduct scientific investigations, identify questions and concepts for inquiry, use modern libraries, evaluate sources of information, formulate and revise scientific explanations and models using logic and evidence, recognize and analyze alternative explanations and models, master basic lab techniques, understand measurement, use technology and mathematics to improve inquiry and communication.
- Scientific and mathematical language: master analytical writing, read complicated texts, demonstrate speaking and listening skills, communicate and defend a scientific argument, display and interpret data via graphing, understand and apply equations and functions.
- Engineering and design: design and build things-work in project teams, manage resources, engage in problem-solving, understand error, demonstrate project and time management skills.

In the course of their investigations, we want our students to develop a deep understanding of the following:

- History and nature of math and science: science as a human endeavor, the nature of scientific knowledge, and historical perspectives, including knowledge about under-represented groups in math, science, and engineering.
- Current and enduring issues that cut across all the sciences and math: the environment, evolution, genetic engineering, artificial intelligence, and energy.
- Careers in science, math, and related field.

BASE will approach humanities instruction as follows:

Develop a consistent, integrated approach to the humanities in a school that emphasizes math and science, project-based learning and student internships. If we can envision an academically rigorous technical program, can we also envision "hands-on" humanities? Can we bring together for all students the best practices and wisdom of both domains?

The humanities offer a significant learning context for pursuing several interconnected HTH goals:

- **Accessibility and challenge:** to develop thematic materials that are both accessible and challenging to a wide range of students with respect to race, ethnicity, age, gender, and learning style
- **Diversity:** to help students develop an appreciation of diversity as a source of richness in our school, city, and society
- **Questions of value:** to help students encounter and understand the deep questions of human value which underlie our changing society, and the insights that literature, social studies and the arts offer regarding those questions
- **Habits of mind:** to foster creative thinking, reflection, and community action

In pursuit of these goals we are generating templates, for observing, listening, note-taking, free-writing, keeping journals, organizing ideas, developing projects, preparing public presentations, constructing portfolios, and evaluating one's work. We are working toward a coherent project-based ninth-grade humanities curriculum, integrated with art, science, and math wherever possible. We are developing an integrated humanities curriculum for High Tech High junior-senior internships, as well as introductory materials for tenth graders.

What competencies does this work encourage? We have targeted four competencies for our humanities work:

- *Writing:* We want our students to see writing as a powerful everyday tool for learning, remembering, thinking, expressing, and communicating. We want them to produce journals, logs, letters, autobiographical pieces, interview notes and profiles, persuasive essays, newsletter articles, resumes, personal statements, project reports, evaluations, stories, and poems.
- *Seeing:* We want our students to develop skills of observation- to look closely at objects or situations, ask questions, and make connections.
- *Speaking and Listening:* We see the ability to communicate, especially across boundaries of race, class, and gender, as a critical competency for work, scholarship and citizenship.
- *Reading:* We want our students to read a variety of texts for meaning and for interpretation. We want them to understand that every author has a point of view and that every text is a representation of voices, some apparent and some unheard.

What approaches and assessments does this work incorporate? We see our classrooms as an arena for acknowledging difference, yet finding common ground; for articulating the self while encountering the world. We aim to honor a wide variety of voices, including our own and those of our students, through autobiography, biography, and story. We hope to help students begin fashioning their lives in the light of new understandings as they reflect on their work in the school and in the community.

As for assessment, our aim is to uncover the generative humanities themes and critical understandings embedded in our students' work. To that end, we are implementing portfolio and performance assessment processes in HTH humanities classes and internship seminars.

The BASE curriculum will depart in several ways from the four-year sequence for science and math described above. In 9th grade the sequence of science instruction will start with biology rather than physics. The integrated humanities program will include the state's recommended curriculum of English I-IV, World Geography, World History, U.S. History, U.S. Government, Economics, Fine Arts, and Spanish, plus electives that will be developed in start-up planning for the school and in subsequent years.

Special education. BASE will employ a certified special education teacher, in accordance with the No Child Left Behind guidelines. The special education teacher will implement the school's program for

Revised during contingency process.
See insert after P 13

students with special needs and, through regular in-service and other means, continually provide guidance and support to the school's teaching staff in this area, including supervising the creation of a multidisciplinary assessment team for students who may have disabilities. The school will ensure that, with the assistance of the special education staff at Region 20 Education Service Center a free appropriate public education (FAPE) is provided to all students with disabilities who qualify for special education services.

~~In keeping with the school's full-inclusion model, it will be the school's primary aim not to pull students with special learning needs (approximately 12 to 15% when the school reaches full enrollment) from the regular program.~~ The school's goal with learning-disabled students is to catch them up, not exclude them. These students will be kept in regular classes and have the same experiences as every other student. Any and all accommodations set forth by IEPs will be met and monitored by a certified special education teacher.

Bilingual/ESL. The school's officers will work with the ESC, TEA's Division of Curriculum, and the Texas Center for Bilingual/ESL Education to devise and implement a successful start-up Bilingual/ESL program at BASE as mandated by TEC 29 B and 19 TAC § 89.1201-1265. Students will be monitored throughout the year by their mentor to ensure their academic needs are met.

Students will be monitored throughout the year by their mentor to assure all academic needs are met.

TEKS. BASE's educational program will ensure every student meets and exceeds the standards of academic excellence defined by the TEKS.

- b) If the proposed school will serve any high school grade levels (Grades 9-12), describe how the program will prepare all students to meet state graduation requirements, including students with disabilities and those requiring ESL services. *See the following web page for additional information: <http://www.tea.state.tx.us/curriculum/>.*

All students attending BASE will be expected to take at least the Recommended High School Program of 24 credits. BASE will comply with all statutory and/or regulatory authority with respect to determining that an individual student has satisfied the requirements for graduation. Besides the subjects composing the Recommended High School Program mentioned above, the BASE curriculum will include the Math credits, the Science credits, Health Education, Technology/Media Applications, and Physical Education.

Special education. The success of students with special learning needs will be achieved by giving them extra time and support. For example, if students need extra time on a test on account of their inability to process information as fast as their peers, they may request to visit the special-education teacher to finish the test.

Students struggling with reading and writing or with learning problems due to spatial, visual or motor disabilities can visit with the special-education teacher before or after school when problems arising in their personal projects and programs. Special-needs students will also use email to present problematic work for review by the special-education teacher. They will visit with the teacher at regularly scheduled times during the school week. Itinerant teachers will provide support to the students during core curriculum class instruction.

The success of this approach will be achieved by ensuring that the special-education teacher remains in close contact with teachers in each class and academic area that includes special needs students. The special-education teacher will remain fully aware of each special-needs student's progress. A significant

part of his or her time will be spent going into classrooms and labs and teaching alongside the other teachers in the team.

The special-education teacher will reinforce his or her ability to support special-needs students in their personal programs by bringing special-content teachers into tutorials. A significant part of the special-education teacher's duties will be to educate staff, students and parents about the goal and methods of ensuring that the students in his or her charge keep up.

Special-needs students will graduate from BASE with strong ability to advocate for themselves. They will be aware of what they must request to ensure their educational success in college.

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- c) Describe teaching methods to be used and state the reasons for choosing them, telling how the methods enhance student learning. *Include information about materials, strategies, techniques, and procedures to be used to meet the needs of the student population, including students with disabilities and those requiring bilingual/ESL services.*

BASE will encourage civic responsibility and core values, like engagement and collaboration. The educational program will be based on three key principles: personalization, adult-world connection, and a common intellectual mission. With regards to personalization, BASE will provide teachers and staff individually crafted support and planning to match each student's interests and needs. BASE will combat the alienation of adolescence and the anonymity of most urban high schools with a culture of community and personalization. The sponsors recognize that students different learning needs and personal interests require individually crafted support and planning. Each student will have an advisor and create a personal digital portfolio as a repository of achievement and aspiration. Students will be given many opportunities for choices within the curriculum and their progress and expectations will be regularly reviewed in order to map individual progress. Teacher teams will work with discrete groups of students, and encourage the students to pursue their own interests and passions through projects. The teacher ratio of 1:25 will also encourage personalization and engagement.

BASE curriculum is built upon authentic project work by situating student learning directly in workplaces, by bringing industry specialists into the school, and by fostering relationships between students and mentors. Adult-world connection at BASE will focus on internships, which are hands-on projects. San Antonio employers will give students the opportunity to learn while working on problems of interest and concern to adults in the community. Staff of companies, government agencies, and community organizations will guide students in designing projects that will contribute to the community. Students in 11th and 12th grade will spend time off-site in academically rigorous industry internships, field studies, and other community-based learning. The students will have adult mentors in their field placements and experience hands-on work with technology.

A coherent, common intellectual mission at BASE will allow the school to set high standards for student work, while reviewing on-going work closely and seriously. BASE's common learning goals will emphasize the habits of mind (How do I think critically?), art and design (How do I give shape and form to my ideas?), communication (How do I take in and express information?), technology (How do I use technology as a tool?), collaboration (How do I work with others?), and ethics and responsibility (How do my beliefs inform my actions?). The curriculum will be engaging and rigorous, providing the foundation for success.

The Digital Portfolio will be important in the BASE curriculum structure. BASE will be a project-based school. This means that students will work on projects rather than focusing on simple reiteration of course material through worksheets, problem sets or textbook-based tests. The digital portfolio will begin with a splash page that introduces the student and sets the tone for the portfolio. The students' personal statement, giving an introduction to the student and outlining their goals, will follow. The students will include resumes, project examples, internship work, and *Mi Mundo*, a page written in Spanish, based on the students' life. Students will earn traditional grades for classes. However, the grades will not suffice in showing all the projects that BASE students will complete over time. This is where the Digital Portfolio will serve its purpose. Students will be able to reflect back on personal statements and goals and see how far they have come. Look back on projects, they will observe and learn from past experience. They will create and modify a resume throughout their time at BASE. They will also learn the basics of Dreamweaver, a web-authoring tool, and learn web design by making splash pages and using Macromedia, Flash, Photoshop, and HTML. The Digital Portfolio is designed to create lifelong learners by having students learn to evaluate, and improve upon concepts as their education advances.

Receiving regular advising will be a core part of student experience at the BASE. The purpose of the advisory program is to help students make the most of their experiences as members of the BASE community. Advisors include certified personnel. Each advisor has an average of 15 advisees. This will ensure that each student is known well by at least one adult in the school. Through weekly advisory group meetings and individual conferences, the advisory program will provide a critical context for academic planning, home/school communication, team and community building, and reflection about the BASE philosophy and program.

The advisor will be responsible for:

- Guiding and preparing middle school students for the rigors of high school
- Knowing each of his/her advisees well.
- Helping students and parents/guardians monitor academic progress.
- Visiting the student's home about once a year and serving as the first/main contact for the student and parents.
- Assisting advisees with college and career preparation.
- Facilitating communication amongst students, teachers, and other resource persons.
- Serving as an advocate for each advisee as he/she enters BASE, proceeds academically, and prepares to graduate.
- Working with itinerant teachers and ESL specialists

Each advisee will be responsible for communicating with the advisor, peers and parent/guardians about interests and progress, supporting others in the advisory group, engaging in discussion, reflection and problem-solving, and practicing group and leadership skills.

Advisory is important in that it will establish adult-world connections in the school. It will establish relationships with the families and community. It will fight the alienation that many students feel in traditional school settings that contributes to failure. Students will feel connected and empowered through their advisory groups; their individual voices will be heard.

d) State the proposed teacher-to-student ratio and the rationale for maintaining this ratio.

In keeping with BASE's principle of Personalization, teachers will provide individually crafted support and planning to match each student's interests and needs. Each teacher will serve as advisor to about a dozen students. Teams of two to three teachers will be responsible for the academic achievement of the fifty or so students in their group (two teachers in 9th grade and 10th grade, and three in 11th grade. This time-intensive level of individual attention will be achieved by keeping the school's overall teacher-to-student ratio low—no greater than 25:1.

e) Describe any unique curricular experiences to be offered by the charter school.

The inevitability of unique curricular experiences is built into learning that is project-based, structured according to an academic plan that each student devises with advisors, parents and mentors from the community, and occurs in a context where teaching is performed by interdisciplinary teams of teachers in a school without academic departments and department chairs. As Ben Daley, High Tech High's Associate Principal of Academic Affairs, puts it in an essay posted in his Digital Portfolio, "The project dictates the curriculum" ("Why every teacher should have a different syllabus," http://staff.hightechhigh.org/~bdaley/Projects/why_different_syllabi.htm).

BASE will ensure that within each project students demonstrate mastery of state expected skills in order to meet course and graduation requirements. One of the teacher's roles will be to guide and prepare the students through each project to ensure skills are gained and mastered according to state level expectations.

Daley illustrates how the practices that he and his fellow teachers at HTH live by go against the grain of current talk about accountability and "teacher proof" curricula. For example, in the school's first year his students wanted to build robots. Daley recounts what ensued academically:

Although I did not have any expertise in this area, I was a physics major, and I thought, "Well, if anyone could figure this out, it would be me." So the students and I researched the topic, bought books, decided as a group on the best robot kits to buy, and decided which teacher conferences I should attend. Two and a half years later, we are still building robots, have students doing internships at a department of defense robotics lab, and compete in national robotics competitions.

Daley goes on to explain how this strengthened rather than undermined his students' ability to meet state and national academic standards.

When my students wanted to build Battlebots, I told them that since Battlebots are remote controlled chainsaws, I thought it was more interesting to build robots. Because this was a physics class, students had to learn about capacitors, resistors, voltage, and Ohm's law. Because we were studying robots rather than Battlebots, we were able to study computer programming and read science fiction about robots. The inmates were not running the asylum, but students' interests were a starting point for curriculum design. For me, the result of starting with the students' interests is that students wanted to know what a capacitor was and how it worked, because they could see that if they put the capacitor in the wrong way, their robot smashed into a wall.

BASE's founders intend the school's proximity to a large population of high-tech researchers to result in just such creative elaborations of the essential curriculum. Students projects will be inspired by and draw on opportunities at Brooks City-Base. These experiences will inevitably shape each class's syllabus.

Likewise, classroom as well as individual instruction will be able to avail itself of these opportunities by taking groups of students to visit research facilities at Brooks City-Base (and at other institutions in and around San Antonio). Every effort will be made to expose the students, many of whom will probably rarely have ventured outside the Southside, to the significant and growing range of scientific and technological activities and opportunities in their home town.

San Antonio, historically, has labored under a sense of wrong turns taken in the past, and opportunities lost, not least in the area of the technology-based economy. Students get the sense that to succeed in the 21st century high-technology economy they must go elsewhere. The founders of BASE believe this is becoming ever more a perception than a reality. They believe that any and every kid can and should grow up in San Antonio with the sense that the technological world is his or her oyster, and right here at home. The founders of BASE intend to build reinforcements of this recognition into every student's experience at the school. They will do this by making exposure to San Antonio's range of scientific and technological institutions a regular part of the curriculum.

This identification with the real world of scientific and technological enterprise is a basic goal of BASE's adult-world immersion strategy, and it can begin through innovative curricular activities. For example, through their classroom activities BASE students can begin to feel like they are not just visitors to, but a

real part of the Brooks high-tech community. They might build this sense by contributing to community outreach activities at the City-Base—for example, by devising presentations of their work at the Brooks Aerospace Day, or by helping Brooks personnel receive technology delegations from outside San Antonio—from Japan, China, Europe, etc.—by offering exhibitions of work at the school.

Since Spanish will be one of the core subjects taught at BASE, the school's founders hope that the curriculum will include elements of an international program. Besides taking advantage of the multiple opportunities for Spanish immersion in San Antonio and South Texas, it is hoped that the school will develop connections with a comparable secondary school in Mexico—for example, through connections with the Instituto Tecnológico de Monterrey, which has a highly developed international exchange program. An annual, week-long visit for 10th or 11th graders to Monterrey would be the cornerstone of this program. Advice on this will be sought from the International School of the Americas in San Antonio, which has long had such a program of travel to Mexico.

- f) If the charter school will offer a gifted and talented program, describe it.

Instruction at BASE, reflecting the school's common intellectual mission, will not be "tracked," and will aim to prepare every student for post-secondary education. Differences in student ability will be reflected in the personal educational program shaped by each student with the guidance of advisors and mentors, and met not with separate Gifted and Talented classes but with individual and small-group tutorials as opportunities and needs arise.

The school will set higher expectations for its entire student population. If a student is classified as Gifted and Talented, he will be expected to produce high quality projects with added mandatory research criteria and will be graded according to their area of giftedness. Teachers will be expected to differentiate the curriculum to meet students' specific needs and talents.

BASE will personalize offerings to individual students. For two students in the same physics class, one might be building a hovercraft while another is building a sailboat. The teachers will work to challenge and support all students to aim for their personal best. The sponsors believe this is a better way to acknowledge differences between students than offering "honors" vs. "regular" courses. Nonetheless, students will be allowed to take courses for honors credit for which universities will grant weighted GPAs. Students taking any Senior Institute course or any AP course may choose to sign up for honors credit. Teachers will describe in writing via the syllabus what students must know and do to receive honors credit.

- g) Describe the programs offered to support other student activities (athletics, clubs, and organizations).

Many, possibly the majority of students coming to BASE will be behind grade level in their academic development. Building their skills through instruction in BASE's learning goals, motivating them to succeed with courses that will at first appear daunting in science and math, and developing their knowledge base, will be the focus of students' first two years at BASE. There will therefore be fewer identifiably "extracurricular" activities for students in Division I and middle school.

However, project learning will already begin in middle school grades, and students will already be creating opportunities, in tandem with their teaching team and individual advisers, to adapt the curriculum in ways that more traditional approaches to pedagogy might regard as "extra-curricular." For example, there will be opportunities to visit research facilities at Brooks City-Base to see how concepts being introduced and understood for the first time in the classroom are informing and shaping the actual

investigations of researchers in the lab. Projects will be tailored to grade level expectations and state academic requirements.

Likewise, in the Senior Institute, projects and internships will absorb the students' time on a flexible basis, involving activities in the community that may frequently extend beyond regular school hours.

BASE will not have an athletics program, but the sponsors will include an exercise facility in the school's development plan and Physical Education will be included in the curriculum as required by the state for graduation. Playing fields and physical education facilities are already available at Brooks City-Base, and will be further developed as the Master Plan is realized. BASE will develop this partnership to introduce richer athletic opportunities.

It is also probable that students will self-organize with after-school athletic clubs to take advantage of these excellent facilities at Brooks; these will be supported and encouraged by the school. The close connection of parents with the school will be a vital asset. Creation of a school soccer club would be a natural and highly desirable development for this Southside institution. This could be a model for the kind of community outreach BASE students might perform; for example, BASE students might invite younger or same-age children in the surrounding neighborhoods to join the club, and provide parent-supervised coaching. Not incidentally, activity of this kind would build valuable connections with prospective students.

Similarly, given the relatively high predponderance of musicianship among students with a science and math orientation, it is likely that musical groups will form. In this and other areas—video game development, video arts, etc.—BASE will make every effort to make its state-of-the-art technological facilities available to students for responsible and creative extra-curricular activities. It is highly likely that enthusiastic volunteers from the high-tech community will contribute their skills and enthusiasm to such activities.

A slogan at High Tech High in San Diego is, "You can play a video games at school if you've written it yourself." The founders of BASE hope to create just such a culture of self-motivated innovation, as much in the arts and humanities as in science and technology.

BASE teachers and administrators will identify and encourage academically-oriented club activities such as Math Counts and Science Fair.

h) Describe any plans to partner with other public or private agencies for the provision of student activities.

The school's sponsor's will form collaborative and partnership arrangements with Air Force, academic and industrial labs at Brooks City-Base. These arrangements will enable students to devise projects in "real-world" research settings; they will also foster internship programs allowing students to learn first hand the application of theory in the lab.

As the school and funding grows, the sponsors anticipate hiring an Internship Coordinator to help students liaise with businesses and institutions both within the City-Base and throughout the region. However, the sponsors are very well placed to develop such contacts from the outset. The President and CEO of the San Antonio Technology Accelerator Initiative (SATAI), Dr. Randy Goldsmith is closely associated with Brooks City-Base and maintains an extensive network of contacts in all the leading clusters of San Antonio's high-technology industry. The potential benefits of SATAI's advocacy for BASE students and teachers are evident from the success of the community-based effort the organization

supported leading to the creation of three high-school technology academies affiliated with the Alamo Community College District, which also run extensive internship programs.

The Alamo Community College District, The University of Texas at San Antonio, and The Texas A&M University System are also tied to Brooks City-Base, the Brooks Development Authority, and the Brooks City-Base Foundation.

The BASE sponsors plan to broaden considerably their reach into the wider community by creating an Advisory Council for the school. This council of well-placed and enthusiastic volunteers will not only widen the circle of support for the school but create very practical and consequential new opportunities for BASE students.

For example, besides hosting expeditions by BASE students out of the school and into “real-world immersion” through community-focused projects and internships, members of the Advisory Council and friends of the school at Brooks City-Base and in San Antonio’s broader high-tech community will be invited into the school to have a direct and continuing impact on BASE learning. Scientists, engineers, and entrepreneurs will be invited to join students’ advisory circles and serve as mentors. They will be invited to consult on specific student projects. There will also be an ongoing series of lunchtime speaker engagements featuring researchers and business people with inspiring tales to tell—and not just tales of life at the cutting-edges of high-tech enterprise. The humanities at BASE will share in every part of these activities, and projects will often have a strong humanities component in addition to science and math.

- i) Describe the planned academic assessment program, including the process to be used to determine baseline achievement levels of students and the methods of measurement to be used.

BASE will comply with all state assessment requirements. In addition to these, BASE will measure pupil progress through pre- and post-testing, longitudinal data, portfolio evaluation and performance-based assessments. BASE will measure progress on an ongoing basis so parents and educators know how well students are performing.

Upon entering BASE, all students will receive a baseline evaluation. The data learned from these assessments will assist in determining goals for the personalized educational plan for each student. Continued assessments will be evaluated in order to adjust the educational plans as the academic goals are met. At the weekly meeting between the mentor and student, if goals have not been met, the two will review why these skills are still an area of concern and determine how best to achieve a successful turnaround.

In addition, student records from previous schools will be secured and reviewed for baseline data. That data will include, but not be limited to, standardized test scores, report cards, attendance records, and behavioral records, as well as exemplary behavior. In case of Exceptional Student Education and Limited English Proficient students, Individual Education Plans will be secured. This data will be made available to the teacher who will assess progress against the baseline.

The baseline data will be compared to current data at the end of each school year. Expectations are that students will progress to exceed previous performance.

All students will demonstrate progress toward benchmarks of proficiency in each subject. Benchmarks will be based on the TEKS as standards and will be supported by BASE teachers’ own innovations, research and expertise. BASE will monitor the progress of students in the school’s curriculum using a

variety of assessments, allowing teachers to follow every student's growth while also capturing day-to-day accomplishments.

BASE intends to have its students meet or exceed the local district's learning standards for their grade, as reported in achievement measures consistent with the TAKS, the Stanford 10, and other classroom-based assessment tools. Each year, BASE will use data from standardized tests both to provide accountability and to provide the administration, teachers and parents with additional data to evaluate the effectiveness of BASE as a college preparatory program.

BASE students at all grade levels will earn traditional grades for classes such as math, language, and science. BASE students will receive a letter grade for each completed class. Grades will be converted to a 4-point scale to determine grade point average. Students may choose to take certain courses for honors credit. This decision must be made at the beginning of the course, and entails independent work held to high standards.

<u>Grade</u>	<u>Description</u>	<u>Regular</u>	<u>Honors</u>
A	Excellent	4 pts.	5 pts.
B	Above Average	3 pts.	4 pts.
C	Satisfactory	2 pts.	3 pts.
D	Unsatisfactory	1 pts.	2 pts.
F	Failing	0 pts.	0 pts.

Performance assessment at BASE will be based on students' ongoing demonstration of their skills and understanding, not just through grades and end-of-term or standardized tests. Letter grades and test scores do not tell us much about student progress across the six learning goals. To assess what students know and can do as a result of their project work, BASE will utilize other methods, including project rubrics, panels for transition to Senior Institute, and a digital portfolio, wherein students present their selected projects and reflections. All evaluation tools and rubrics will state clearly how to earn points and the total score will translate into a grade. Prior to the project's beginning, parents and students will receive the rubric criteria.

Students will articulate their learning through written work, oral presentations, and project exhibitions, demonstrating not only content knowledge but also the school-wide habits of mind. Students and teachers will use the same standards for critical thinking across subject areas. At the end of each two-year Division, as well as for graduation, the student will present a portfolio exhibition. Seniors will also present an independent senior project involving research and field work outside the school. Teachers meet regularly to review student work and discuss their common standards and expectations.

All BASE students from entry into the school until graduation will develop a Digital Portfolio of student information, work samples, and reflections on learning. Student portfolios are reviewed to assess competencies and readiness to progress to the next Division. These portfolios will be available for viewing on the BASE website.

Students may choose to take certain courses for honors credit. This decision must be made at the beginning of the course, and entails independent work held to high standards.

Standardized tests like the SAT and the Stanford 10 will be used to compare students from different schools across the state and the country. BASE courses routinely focus on fundamental mathematics and

verbal skills needed for these exams. Specific practice, exposure, and guidance are offered as needed to help students prepare.

- j) Describe the connection between the TEKS, classroom instruction, and assessment of student progress.

In devising the BASE's innovative educational plan, the school's founders will at all times embrace all the state's goals and objectives related to curriculum as mandated in Texas Administrative Code (TAC), Title 19, Part II Chapter 74, Curriculum Requirements. As the curriculum for the new school is developed, the founders will also refer to alignment guidelines for charter schools presented in the Charter School Resource Center of Texas's publication *Star-spangled Skills for Curriculum Alignment*.

Educational programs at BASE will mirror and support the state's aims through:

- Selecting textbooks and other instructional materials that are aligned to the TEKS curriculum
- Maintaining updated information provided by TEA related to the TEKS curriculum requirements
- Requiring curriculum for each content area and grade level that is consistent with the state's TEKS curriculum
- Ensuring rigor in the school's curriculum
- Articulating to parents, students and others in the community what students should know and be able to demonstrate at each grade level
- Providing professional development to teachers and others related to the state's TEKS curriculum (from resources provided by the regional ESC, the Texas Center for Reading and Language Arts, and other appropriate sources)
- Ensuring student assessment measures that are aligned with the TEKS.

BASE will employ a variety of assessment tools to ensure that students are developing the academic, intellectual and character skills that are necessary for success in college and the world beyond, as well as maintaining sufficient progress toward benchmarks of achievement as aligned with TEKS. Some of the performance evaluation and assessment instruments to be used include:

- Weekly tests and quizzes in each class
- Unit tests
- Homework
- Portfolios
- Projects
- End of course and division Exhibitions
- Class attendance/tardies
- In-class assignments
- Norm-referenced assessment (e.g. SAT 10)
- TAKS

This range of assessment tools will allow BASE teachers and administrators to critique the school's instructional program, quickly adjust instructional practices and establish new goals and expectations to better facilitate student learning.

BASE teachers and administrators will at all times strive for a clear connection between what is learned (the TEKS), when it is to be learned (scope and sequence), and how it is learned (instruction/pedagogy). With this integral relationship between instruction and assessment understood, the innovative educational plan at BASE will provide a context in which all students learn.

Every teacher at BASE will have a clear understanding of the relationship between the TEKS and how they are assessed (in each lesson, unit, and ultimately with the TAKS). Teachers will analyze the TEKS, explore how best to teach each standard, determine when each standard should be taught, and compare these methodologies to the assessment instruments being used both in class and those administered by the state and nation. Teachers will carefully analyze all assessment data and adjust instructional strategies appropriately to ensure student understanding.

The school's Principal/CEO will ensure that assessments align with the TEKS and results of assessments continuously drive instruction and will encourage staff to attend workshops to increase knowledge on data driven decision making as well as curriculum ideas.

- k) Describe plans for program evaluation and explain the ways in which results will be used to improve instructional programs for all students.

BASE will measure the impact and success of its academic programs through several forms of assessment and evaluation, administered on an annual, quarterly, weekly and daily basis in all curriculum areas. The instruments to be used will range from norm-referenced achievement testing to evaluation rubrics for student portfolios.

Regularly scheduled data decision making meetings will be used to appraise and critique the program, identifying the need to re-teach skills, content, and objectives, to adapt instructional approaches and to establish new goals and expectations to better facilitate student learning.

The organization of instruction at BASE into interdisciplinary teams of several teachers each will greatly enhance the school's ability to be constantly evaluating and adapting. Discussion among teachers of students' academic progress will take place daily. Every teacher's day will begin with an hour-long session with colleagues in their interdisciplinary teaching team. These discussions will concern curriculum planning, program evaluation, and staff development.

Teachers will begin the first operating year with a two-week in-service training. In subsequent years, teachers will have coordinated planning periods within and between the integrated program groups in science, math and the humanities, and within and between grade levels and divisions. The size and personalization strategies of BASE will strongly enhance the effectiveness of this coordination between teachers and administrators. The staff will develop and refine benchmarks, units and lessons that correlate to the TEKS.

By working together in advisory and project teams, teachers at BASE will also continually have opportunities to share and develop teaching strategies.

Each teacher will develop a personal Digital Portfolio. Just like the students' portfolios, these will contain reports and reflections on the teacher's in-school activities as well as reports on out-of-school experiences, including professional development activities. It is anticipated that these portfolios will become rich resources for colleagues, students, parents, and the community.

In the first five years of the school, the Principal/CEO will gather feedback through interviews or surveys twice a year with each teacher that will focus on the ways the educational program has enhanced the teacher's personal success in the classroom and, in general, helped build a sustainable community focused on learning.

The close partnership between parents and instructors at BASE will help build a strong team, whereby parental input is considered an essential contribution to a student's learning and academic progress.

BASE will undergo a series of comprehensive programmatic audits that will permit its Board, as well as the TEA, to closely monitor the school's achievement of its goals and outcomes.

In the desired affiliation of BASE with the network of small, innovative schools associated with High Tech High in San Diego and supported by the Bill and Melinda Gates Foundation, there will be ample opportunities to benefit from outside auditing of the school's program. BASE will continually benchmark its performance against the achievements of peer schools around the nation, and, more concretely, aim to access outside expertise in the assessment process.

4. Student Goals (Scored by External Review Panel)

Charter schools are subject to the state accountability rating system. Therefore, charter school students must meet the same criteria as students in other public schools in order to be considered "Acceptable." For information on the state accountability rating system, see the following web page: <http://www.tea.state.tx.us/perfreport/account/>.

- a) Other than the indicators of the state accountability rating system, discuss student goals.

The primary goal set for BASE students is that each one will not only successfully graduate from the school but gain admission to post-secondary education. The BASE founders hope to see BASE graduates going on to productive and fulfilling roles in the new high-tech economy; they are profoundly convinced that access to the life-transforming potential of higher education should be an opportunity given every young American through their schooling, including the educationally disadvantaged children of San Antonio's Southside. More specifically, they recognize the foundational importance of higher education for successful careers in the 21st century workforce.

By comparison with the TEA accountability ratings of neighboring high schools presented in Section 1, this goal clearly sets the bar high. Another goal setting a high expectation is the anticipated attendance rate at BASE. This will be a high school of choice. BASE will be sought out by students and parents from across the city. Lower-income and higher income families alike will recognize the special opportunity presented to their child. Benefiting from the school's personalization of schooling, students will take pride in participation and in their achievements. The BASE sponsors expect these factors to be reflected in a high attendance rate and low dropout rate.

The BASE founders intend to inspire each student to perceive the opportunities and accept the responsibilities of leadership. They hope and expect that not a few leaders of San Antonio's evolving high-tech enterprises will be BASE graduates. Leadership in the project-oriented, team-based, interdisciplinary, dynamic world of high technology enterprise has its source in the kind of individual qualities BASE aims to develop in its students. These are qualities of self-motivation, intellectual drive, and communication skills. BASE will not be a technical school in the vocational sense. It is intended to be a school that achieves high performance by setting high expectations across the academic spectrum, from mathematics to the humanities, and providing innovative, exceptional resources, including technology, to ensure success.

BASE teachers, administrators and board members will at all times communicate to students and parents the school's specific learning goals. Instruction at BASE across the curriculum will have the goal of equipping students not just to demonstrate mastery of the TEKS but to show skill and understanding in six clearly articulated learning areas:

- Teamwork
- Technology
- Communication
- Art and design
- Ethics and responsibility
- Habits of mind.

Equipped with these competencies, graduates of BASE will be thoughtful, engaged citizens prepared to take on the difficult challenges of the 21st century.

b) Describe methods used to measure success toward each goal.

BASE students will earn traditional grades for classes such as math, language, and science. BASE students will receive a letter grade for each completed class. Grades will be converted to a 4-point scale to determine grade point average. Students may choose to take certain courses for honors credit. This decision must be made at the beginning of the course, and entails independent work held to high standards.

<u>Grade</u>	<u>Description</u>	<u>Regular</u>	<u>Honors</u>
A	Excellent	4 pts.	5 pts.
B	Above Average	3 pts.	4 pts.
C	Satisfactory	2 pts.	3 pts.
D	Unsatisfactory	1 pts.	2 pts.
F	Failing	0 pts.	0 pts.

BASE students will also take standardized exams such as the Stanford 10 and the SAT, as described in Section 3 (i). However, letter grades and test scores do not tell us much about student progress across the six BASE learning goals. To assess what students know and can do as a result of their project work, BASE will develop other methods, including project rubrics, panels for transition to Senior Institute, and a digital portfolio wherein students present their selected projects and reflections.

BASE teachers will use performance assessments in which students demonstrate their skills and understanding on an ongoing basis, not just through end-of-term or standardized tests. Students articulate their learning through written work, oral presentations, and project exhibitions, demonstrating not only content knowledge but also the school-wide habits of mind. At the end of each two-year Division, as well as for graduation, the student presents a portfolio exhibition. Seniors also present an independent senior project involving research and field work outside the school. Teachers meet regularly to review student work and discuss their common standards and expectations.

Important milestones in the academic progress of each student at BASE will be exhibitions of work at regular transitions in the school such as passage to the Upper Division. These exhibitions will focus on the digital portfolio that each student will create. The portfolio will contain student information, work samples, and reflections on learning. Student portfolios will be reviewed to assess competencies and readiness to progress to the next level. They will be available for viewing on the BASE website.

The public exhibition will be a regular part of student learning at BASE. Students, teachers, and interested community partners will share project design, content and process knowledge, examine artifacts and products and reflect on this trimester’s learning. BASE parents and community members will also have the opportunity to view and give feedback on student work.

All students , both middle and high school, will also participate in an “Open House” where they will exhibit their work to a larger audience of parents and community members at display stations set up in the school’s common area. Teachers will secure professionals with expertise (based on student projects) who will serve on a review panel and give students feedback on their work and presentations. An evaluation rubric will be provided to panelists.

An essential element of the BASE learning experience will be regular advisories; advisories are the central practical element of the school’s commitment to personalization in high-school education. Through regular individual meetings with the advisor and meetings of the advisory group of teachers and students, each student will be known well by at least one adult. The advisor helps students and parents/guardians develop personal learning plans, prepare the digital portfolio, and—importantly—monitor academic progress.

Advisories are a model of “distributed counseling.” Instead of just a few professionals being assigned counseling responsibilities, every adult in the building is required to lead an advisory team. The professional guidance counselor often becomes the subject matter expert, who creates content, assesses quality, and leads professional development programs for teachers. Through this shared experience, students develop a strong sense of the school’s learning goals, and teachers have multiple opportunities

for informal as well as formal assessment. The counselor will also assist in guiding a student to learn better study habits, organizational skills, and test taking strategies.

All students, in order to graduate, will be required to complete 10 hours of community service. This can be completed at any given time throughout their high school experience. Community service will need the approval of their advisor/mentor and their parents. It will be the student's responsibility to keep a log which will have to be signed by all parties involved. The mentor will advise students on locations that are accepted for the community service (for example: hospitals, libraries, local youth services, and community centers).

5. Human Resources Information (Scored by External Review Panel)

An employee of an open-enrollment charter school who qualifies for membership in the Teacher Retirement System of Texas shall 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 school is responsible for making any contribution that otherwise would be the legal responsibility of a school district. See TEC, §12.1057.

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude. . ."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC §100.1151.

School Officers

"School officer" is defined in TEC, §12.1012, as a principal, director, other chief operating officer, assistant principal, assistant director, or a person charged with managing the finances of an open-enrollment charter school.

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to various school officers. Non-delegable duties are listed in 19 TAC §100.1033(c)(6).

Charter school officers will be required to undergo training as defined by 19 TAC §100.1103 and 100.1104.

- a) Submit, as part of **Attachment A**, a notarized biographical affidavit for each officer of the school. *Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. If school officers are not yet identified, the affidavits must be provided prior to the opening of school.*

Officers of the school have not been selected at the time of this application.

- b) Provide a complete job description, including qualifications required, for all school officer positions. *Note that some duties cannot be delegated by the governing body of the charter holder to a school officer. Non-delegable duties are listed in 19 TAC §100.1033(6)(C).*

BASE will be administered by a Principal/CEO, Assistant Principal, and Business Manager.

Principal/CEO.

The role of the Principal, who will also be the school's CEO, is to implement the school's academic philosophy, ensure that all components function as designed, and ensure that the mission, goals and objectives of the school are fulfilled. He/she is empowered to but not limited to the following responsibilities:

- Hire, terminate, manage and evaluate all instructional and non-instructional staff;
- Design the academic program;
- Coordinate student and teacher programming, including curriculum development;
- Manage everyday operations including crisis management and life safety compliance;
- Maintain school financial records;
- Sign, or co-sign all school checks; and
- Serve as the lead person for cultivating community partnerships.

The Principal/CEO will be responsible for ensuring that overall curricular policy remains faithful to the school's mission. He/she will implement that policy and develop and maintain, with input from teachers, a cohesive sixth through twelfth grade curriculum. In addition, the Principal/CEO will be responsible for implementation of the TEKS and will work with parents and teachers to provide differentiation where necessary to meet the needs of students not achieving expectations.

Qualities/qualifications. The Principal/CEO will be selected by the charter holder through a rigorous selection process that looks for the following salient qualities in the candidate (as in each of the school's officers)

Entrepreneurship: The Principal must be prepared to put in place, and keep ever responsive to needs and opportunities, the design for a highly innovative, model small high-school of choice. He/she will be immersed in the national movement to rethink and reinvent the comprehensive urban high school, and able to project BASE's principles and accomplishments as a flagship regionally and a school of note nationally. He/she will be as comfortable in communicating the BASE vision to high-tech entrepreneurs, scientists and engineers as to fellow educationists.

Strong and Experienced Teacher: A minimum of five years teaching experience in grades K-12 in the United States is required, and preferably administrative experience. A minimum of a bachelor's degree is required, but a or master's degree or higher is preferred. A candidate must be able to demonstrate the academic progress made by his/her students. Knowledge and/or experience with charter schools is desirable.

Committed Mentor and Role Model: He/she must be able not just to participate in the student-teacher interactions of BASE advisories and projects, but set the standard in that area. He/she will know every student at the school by name, and maintain a good sense of each student's progress. He/she will mentor all staff, paying particular attention to beginning teachers. There will be a commitment to allow staff to attend innovative professional development workshops.

Constant Learner: An educator who seeks ways to improve and evaluate his/her own teaching and acquires knowledge that enhances his/her personal and professional development.

Self-aware:: An educator who is perceptive about how others regard him/her and knows how to treat students, parents, colleagues and others. Reflects deeply on his/her own strengths and weaknesses and has the ability to assess realistically.

Dedicated: An educator who goes above and beyond what is normally required to ensure that his/her students achieve academic success. Committed to the community he/she serves through academic, social and extracurricular activities.

Effective Communicator: An educator who possesses excellent oral and written communication skills. Demonstrates strong interpersonal skills when interacting with students, parents, colleagues, community and the media.

Faces Challenges: An educator who understands the challenges associated with an underserved student population and possesses an unwavering determination to do whatever it takes to help children succeed.

Leadership: An educator who demonstrates the ability to lead students and other professionals. Demonstrates problem-solving abilities, intelligent risk-taking abilities, integrity, confidence, respect and humility. Inspires and motivates children and adults.

Multi-tasks: An educator who demonstrates the ability to prioritize, execute many responsibilities simultaneously and pay close attention to detail.

Visionary: An educator who possesses a powerful vision of a high-achieving public school and has the ability to execute strategies to realize that vision.

Job description. The Principal/CEO is responsible for the overall administration and management of BASE, including academic programs, fund-raising and business operations. Areas of responsibility include planning and evaluation, policy development and administration, personnel and fiscal management, and public relations. This is a full-time position directly accountable to the Somerset Academy, Inc and BASE's board of directors through its elected board chair. The Principal/CEO will ensure that the school pursues its mission, goals and objectives.

The Principal/CEO will have the following roles and responsibilities:

1. Student Performance Results

- Set standards for student achievement and code of conduct
- Work with Teachers to continually assess and evaluate teaching performance and student results
- Work with parents to achieve maximum involvement in order to ensure student performance

2. Site Management and Administration

- Develop organizational goals and objectives consistent with the mission and vision of BASE
- Oversee all programs, services and activities to ensure that program objectives are met
- Ensure compliance with funding sources and regulatory requirements with the state chartering entity
- Provide information for evaluation of the organization's activities
- Manage student recruitment and enrollment process
- Ensure a safe and orderly environment
- Lead teachers in developing a culture in line with the mission and values of the school

3. Instructional Manager

- Manage teaching team
- Provide instructional leadership in advancing proven teaching and learning practices
- Observe classes regularly
- Lead data-driven discussions about student performance
- Develop long and short term plans for individual teachers to address deficits and build on strengths of teaching strategies.
- Establish a culture of professionalism among staff
- Support the development of a network of student support systems
- Monitor progress of all students.
- Ensure that continuous improvement processes address the achievement of all students
- Ensure ongoing communication with student families regarding academic progress
- Supervise and mentor all teachers (especially new teachers)
- Assist in the evaluation of teaching team
- Assist in setting up a beginning teachers induction program within the school

4. Fiscal

- Execute and manage approved Somerset Academy, Inc. budget expenditures

5. Personnel

- Recruit, select and hire school staff, including teachers and school-based support staff
- Continually monitor progress on all measures of school and staff performance
- Administer board-approved personnel policies
- Ensure proper (legal) hiring and termination procedures
- Oversee any and all disciplinary actions
- Provide for adequate supervision, training and evaluation of all staff and volunteers
- Communicate the vision that supports the school's goals and values
- Create an effective team of people jointly responsible for the attainment of school goals and committed to achieving excellence

6. Board Relations

- Establish and maintain close working relationship with the Board
- Assist the board chair in planning the agenda and materials for board meetings
- Initiate and assist in developing policy recommendations and in setting priorities
- Work with the board to raise funds from the community

7. Public Relations

- Complete and publicly present the annual school progress report
- Serve as chief liaison with specific community groups
- Ensure appropriate representation of BASE by all employees
- Coordinate representation of BASE to legislative bodies and other groups
- Take an active role with parent organizations

Associate Principal.

An associate principal will be hired as the school grows; duties will be delegated to the Associate

Principal by the Principal/CEO, especially in the academic area..

Until the school hires an internship coordinator, the Associate Principal will supervise the internship program.

Qualifications: Like the Principal/CEO, the Associate Principal will be an experienced teacher, preferably with administrative experience and possessing a master's degree.

Job description:

- Supervises teachers and aides, helps develop strategies for the classroom, teaching and project team coordination, exhibitions, and advisories
- Locates substitute teaching staff
- Supervises the internship program
- Monitors student and teacher outreach into the community
- Plans and schedules field trips
- Ensures proper implementation of programs in Special Education carried out by special needs instructors
- Ensures proper implementation of programs in Limited English Proficiency (LEP, ESL, and Bilingual Programs)
- Ensures proper implementation of programs in Gifted and Talented and enrichment programs
- Communication and coordination with specialized contract personnel (Diagnostician, Speech Therapist, etc.)
- Performs initial teacher evaluations
- Regularly informs the Principal/CEO of issues arising regarding the teaching staff or quality of the academic program

Business Manager.

BASE will hire a Business Manager to manage the school's finances and oversee student records, attendance accountability, facilities management, human resources, and the food services. The BASE Business Manager is expected to have an interactive role with the students. The Business Manager will be responsible, like the teachers, for making him/herself available to the needs of the students at all times.

Beyond working with students, the Business Manager will work closely with the Principal in community relations. The Business Manager will help present fiduciary information to the Board of Directors. The Business Manager will also be critical in the dissemination of mandatory test and school results to both the state and the community. The BASE Business Manager will help the Principal serve as a community liaison. Often, the Business Manager will be a representative of the school when the Principal is unavailable.

Until a PEIMS coordinator is hired the Business manager will be responsible for PEIMS reporting.

Qualities/qualifications:

Qualifications:

- BBA in accounting or BA in accounting plus five years of governmental accounting

- experience
- Knowledge of fund accounting
- Non-profit experience

The Business Manager will be expected to:

- Work well in and contribute to teams
- Be capable of working independently
- Work hard and remain dedicated
- Constantly strive for excellence
- Have a passion for teaching children
- Believe that all children can and will learn
- Be curious and hungry for knowledge
- Constantly reflect and aim for self-improvement
- Possess a high degree of integrity
- Exercise discretion
- Possess sound knowledge in finances and budgets
- Communicate effectively with Principal/CEO and governing board on all financial reports
- Remain highly organized and efficient
- Always demonstrate responsibility
- Coordinate financial audit

Job description. The Business Manager will be responsible for all matters for BASE related to fiscal and administrative procedures including all aspects of accounting, financial reporting, state and federal reporting, and risk management, as well as student attendance accounting.

Specific Responsibilities:

- Responsible for financial document record keeping
- Manage accounts payable, accounts receivable, fixed assets, and accounting data entry for the School, working in conjunction with office manager and potentially an external accounting firm
- Responsible for preparation of monthly bank account reconciliations and journal entries as well as cash management and cash forecasting
- Responsible for the annual budgeting process
- Prepare financial reports for the Board of Directors and external auditors
- Responsible for State and Federal reporting
- Analyze comparative monthly financial reports both to prior year and budget
- Manage donor transactions as relating to gift receipting, stock transactions, donor invoicing and donor reporting
- Oversee preparation for all federal, state and local tax forms as required including form 990, form 990-T, 1099s, state sales tax and ensure compliance with the federal substantiation and disclosure legislation for charitable gifts
- Serve as the staff support and liaison for organizational audits as performed by annual external auditors and IRS examiners
- Review and approve (per by-law) all corporate contracts for tax consequences and their impact on budget including corporate insurance contracts, employee contracts, vendor contracts, etc.
- Review and manage all vendors including preparation of Requests for Proposal (RFPs)

and regular oversight of relationship.

- Monitor financial activities in accordance with corporate policies and bylaws
- Liaison to Region 20 for accounting services
- Guarantees that the school follows all guidelines on student attendance accounting
- Textbook officer
- Oversee fundraising account

- c) Submit, as **Attachment B**, the sponsoring entity's organizational chart. *The chart should illustrate all current and proposed operations of the sponsoring entity including: (1) all non-charter operations in which the sponsoring entity is engaged; (2) other charter schools that the sponsoring entity operates; and (3) the operation of the proposed charter school.*

Attached as **Attachment B**

- d) Discuss the salary ranges and benefits for school officers, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid. *To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.*

The following table shows illustrative Bexar County administrators' salaries in 2002 averaged from all schools in each district listed. San Antonio, East Central and Harlandale are the closest districts. The Northside districts are included for comparison, since BASE will potentially draw students from all parts of the region.

ISD	Average school Administrator Salary
San Antonio	\$64,616
Harlandale	\$63,872
East Central	\$63,946
North East	\$66,682
Northside	\$64,748
Alamo Heights	\$67,402

Administrative salaries will be commensurate with the two closest school districts based on school description and the roles of the administrator. An additional stipend or percentage increase will be added if appropriate to compensate for extra time.

Actual salaries in the range indicated will be set and a finalized benefit package has been established once the school has received its charter.

Administrators will receive medical and dental coverage and will have the opportunity to participate in a 401(k). All administrators unless employed by the school's private management company (BASE will contract for services from Academica Corporation) will participate in TRS.

- e) Describe professional development opportunities that will be offered to school officers.

School officers will be encouraged to attend professional workshops and conferences in their area of professional responsibility as well as more generally concerning charter schools, science and math education, the new high school movement, etc. Staff will be encouraged to attend the national charter school conferences held by the Department of Education. Funding will be sought diligently to support these activities.

In addition, the school encourages its employees to pursue continuing education opportunities and enhance their professional knowledge. The school will provide employees with reimbursement for continuing education expenses pursuant to individual continuing education plans agreed to between the school and each employee.

- f) Explain the method(s) that will be used to evaluate school officers.

The Principal/CEO will be evaluated annually by several entities to ensure he/she is effectively and efficiently leading the school. First, as the charter holding entity, Somerset Academy, Inc. will perform an evaluation. The board will provide the Principal/CEO with a written performance evaluation, the protocol for which has yet to be developed but which will include financial stewardship and student academic performance. Secondly, the board of BASE will make an evaluation. The protocol for this evaluation will include operational effectiveness and communication skills, as well as financial stewardship and student performance elements. Lastly, after the second and fourth years of the school, the charter holder will cause, and bear the cost of, a school inspection by a team of external inspectors, a critical element of which will be an evaluation of the effectiveness of the leadership of the school's principal and CEO.

The two other school officers will complete measurable goals and objectives statements for their positions and secure an agreement that will be approved by the Principal/CEO. Each officer will complete self-evaluation of levels of accomplishment and discuss the results with the Principal/CEO, who will make a determination regarding levels of performance. The Associate Principal and Business Manager will, in turn, complete this process with the professional and support staff under their supervision.

- g) Demonstrate that school officers, in conjunction with the governing bodies of the charter school, understand that they are responsible for:

The Board of Directors specifically holds the Principal/CEO accountable for overseeing all aspects of school operation. As all school employees are "at will" employees, the successful completion of these and other tasks directly affect the Principal/CEO's annual evaluation by the Board thereby affecting compensation ranges and even continued employment status.

1. student and school performance

The Associate Principal (or Principal until the Associate Principal is hired) will review student portfolios and written observations from each teacher together with standardized test scores to complete a profile of student and class performance. Problem areas will be reported to the Principal/CEO. Conferences with parents, teachers and the Associate Principal will be held on a regular basis.

At each monthly meeting, the school's Board of Directors will review reports from school officers and the Principal/CEO to monitor school performance. Once per semester, the Board Chair and other Board members will conduct on-site reviews of school operations. The school's

Board of Directors will review student and school performance annually based on TAKS and standardized test results as well as AEIS reports. Unannounced visits and reviews by the Principal/CEO and Board members will be conducted as needed.

The BASE Board of Directors will utilize the Commissioner-Recommended Student Performance Domain/Superintendent Appraisal Worksheets to insure the Principal/CEO is held directly accountable for student performance.

2. management and administrative practices

The Board, in addition to the review of Board reports, will conference with the Principal/CEO on a regular basis. The management reports provided by TEA after PEIMS submission will be reviewed by the Principal/CEO with the Board of Directors on a point-by-point basis.

Management and administrative practices will be reviewed annually by the school's Board of Directors through direct observations and input from various school communities.

3. student attendance accounting reporting requirements

The Business Manager will transmit attendance data to ESC, and perform the final edit of the extracted PEIMS data. Reports will be reviewed by the Principal/CEO before being returned to the Regional ESC for final submission to TEA. In the day-to-day operation, procedures will be implemented to insure that accurate attendance records are kept (e.g., training of teachers, establishment of a snapshot time, daily auditing and verification). Attendance will be verified at the campus level by at least two members of the administrative staff. All staff who have responsibility for attendance and record-keeping will attend in-service workshops to study the Student Attendance Accounting Handbook. The teachers will be trained at the first in-service prior to the opening of the school, and they will sign a letter of understanding indicating the minimum standards for attendance keeping. The Business Manager and other staff tasked with PEIMS duties will attend training at the Regional ESC.

4. compliance with generally accepted accounting principles and generally accepted standards of fiscal management

The Business Manager and liaison personnel at ESC will provide financial reporting review, according to standards maintained between ESC and the school to insure that all documentation is classified and easily accessible for the purpose of annual auditing.

The school's Board of Directors will use the information received from the annual audit to assess the performance of the Principal/CEO and Business Manager in reference to compliance with generally accepted accounting principles and generally accepted standards of fiscal management.

5. compliance with special education and bilingual/English as a second language (ESL) program requirements (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

The school's officers will work with the ESC, TEA's Division of Curriculum, and the Texas Center for Bilingual/ESL Education to devise and implement a successful start-up Bilingual/ESL program at BASE as mandated by TEC 29 B and 19 TAC § 89.1201-1265. The officers and Board of directors recognize the school's requirement to recognize LEP students and provide appropriate bilingual or ESL education. Certified BE/ESL teachers will be employed as needed, and the allotment of funds will be managed carefully.

6. financial accounting reporting requirements, including grant reporting requirements

Grant funding data will be collected and maintained by the Business Manager and reviewed monthly by the Principal/CEO. Monthly reports will also be sent to the Board of Directors, including standard balanced financials and statistics from student attendance accounting. The school's Board of Directors will review financial reports prepared by the Business Manager at monthly meetings of the Board's Finance Committee.

The Regional ESCs responsible for Financial Information and Student Accounting will transmit PEIMS data for review and editing at the school and subsequent reporting to TEA. Care will be taken in preparing budgets for grant applications to guarantee that the proper codes from Data Standards are used and all expenses are allowable. Also, there will be strict adherence to the designated use of restricted and temporarily restricted funds. There will be timely draw down of funds, report generation and filing.

7. reporting requirements, including those through the Public Education Information Management System (PEIMS)

BASE will maintain the source documentation for PEIMS reporting, and will submit data to the Regional ESC's on a schedule adopted by them to ensure timely completion of all reports. Region 1V will assist with reports to TRS. The Principal/CEO and Business Manager will monitor procedures and due dates for other reports, such as Child Count, Textbook Inventory, and Child Find. A master calendar that aligns to the school calendar will be posted and maintained in the school offices. All administrative personnel will be responsible for checking the calendar for regular and special due dates.

The status of PEIMS reporting, student attendance accounting reporting, and TEA reporting requirements will be reviewed by the Board of Directors based on a review of all correspondence from TEA in reference to these matters.

8. reporting annual school and student performance to students, parents, and the public

The Principal/CEO will ensure that BASE's School Report Card based on AEIS data is sent out to parents annually.

9. distributing to parents information related to the qualifications of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee, and any relevant experience of each employee

BASE will provide to the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school (TEC, §12.130), and of each professional employee. The school agrees to disclose to the parents the qualifications of its teachers and professional employees by providing parents with short, written biographies on each full-time teacher. These biographies will include the colleges they attended, the degrees they hold, certificates or special competencies, years of experience, hobbies, philosophy of education, and any other relevant information.

Short biographies of each of the teachers and professional employees at BASE will be included in the first newsletter to parents that goes home at the beginning of each year. These biographies will include the teacher's qualifications; they will also be available on the school's website.

Teachers and Other Instructional Staff

Federal law requires that charter school teachers in core academic subjects (English, reading, language arts, mathematics, science, foreign languages, civics and government, economics, arts [theater arts, dance music, and art], history, and geography) have a bachelor's degree and have demonstrated competency in the core academic subject area assigned. See the No Child Left Behind (NCLB) bulletin for further information at <http://www.tea.state.tx.us/nclb/bulletin.html>. In addition, federal and state law require that all special education and related services and all bilingual education be provided by personnel who are appropriately certified or licensed in the area of assignment.

- a) Provide complete job descriptions, including qualifications required, for all charter school teachers and other instructional staff.

All BASE teachers will be qualified according to the federal definition of "highly qualified teacher" included in the No Child Left Behind Act of 2001. All teachers will be on a one-year contract.

Qualities/qualifications - Qualities necessary of every teacher:

- Teacher certification
- Must learn, continue learning, and support the learning of others
- Demonstrated above and beyond commitment to growth and learning of all students
- Hard work/Team work
- Competent with discipline/Respectful
- Detail-oriented/High standards/Committed to professional growth as an educator
- Energetic/Knowledge of curriculum and classroom management/
- Clear communication skills (written and oral)
- Holds belief that all children can learn and meet expectations

Experience necessary

- Teacher certification/Minimum of bachelor degree/Experience working with low-income populations

Qualifications preferred

- Certified in Texas/Masters in Education/Teaching or content area
- Fluency in Spanish/Two years teaching experience

Additional Teacher Qualifications

- Lead and core teachers for the school will be required to have a bachelor' degree and meet all other requirement under federal and state laws and regulations. All special education and bilingual education teachers will also be appropriately certified. If a non-cored teacher does not have a bachelor's degree or certification, parents and students will be notified in writing and a plan will be implemented to ensure the teacher is working toward completion of their respective degrees and certification.

Revised charter contingency process

Meetings will be held before school starts to introduce parents to the school and its staff. In these meetings, teachers and professional employees will be introduced to parents and students with a description of their backgrounds, qualifications and areas of expertise.

Teachers and Other Instructional Staff

Federal law requires that charter school teachers in core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts [theater arts, dance music, and art], history, and geography) have a bachelor's degree and have demonstrated competency in the core academic subject area assigned. See the No Child Left Behind (NCLB) bulletin for further information at <http://www.tea.state.tx.us/nclb/bulletin.html>. In addition, federal and state law require that all special education and related services and all bilingual education be provided by personnel who are appropriately certified or licensed in the area of assignment.

- h) Provide complete job descriptions, including qualifications required, for all charter school teachers and other instructional staff.

All BASE teachers will be qualified according to the federal definition of "highly qualified teacher" included in the No Child Left Behind Act of 2001.

All teachers will be on a one-year contract.

Qualities/qualifications

Qualities necessary of every teacher:

- Teacher certification
- Must learn, continue learning, and support the learning of others
- Demonstrated above and beyond commitment to growth and learning of all students
- Hard work
- Team work
- Competent with discipline
- Respectful
- Detail-oriented
- High standards
- Committed to professional growth as an educator
- Energetic
- Knowledge of curriculum and classroom management
- Clear communication skills (written and oral)
- Holds belief that all children can learn and meet expectations

Experience necessary

- Teacher certification
- Minimum of bachelor degree
- Experience working with low-income populations

Qualifications preferred:

- Certified in Texas

- Masters in Education/Teaching or content area
- Fluency in Spanish
- Two years teaching experience

In addition, all BASE faculty will commit to:

- Abide by federal, state and local laws
- Maintain a professional relationship with all students, parents, and administrators
- Refrain from the abuse of alcohol or drugs during the course of professional practice
- Exemplify honor and integrity in the course of professional practice, particularly in the use of public funds and property
- Comply with state, federal and local laws regarding the confidentiality of student records
- Fulfill the terms and obligations detailed in the BASE charter and contract
- File necessary reports of child abuse
- Maintain a high level of professional conduct
- Adhere to the Commitment to Excellence Form.

During recruitment for parents and students, teacher qualification will be discussed and parents will be informed of the intent of BASE to have the best teachers possible.

Job description. Teachers are responsible for being high-quality, innovative, rigorous, and effective educators, committed to ensuring every student learns, and making no excuses about a student's educational history or demographic background. They must act on the belief that there are no shortcuts to success and that a community of exceptional teachers will positively impact a student's life in unending ways. They must have the drive, initiative and flexibility to be part of a team creating a new educational experience for historically underserved students.

The roles and responsibilities of teachers at BASE will include but not be limited to the following:

- Teach as a (subject) Teacher
- Assist in the development of curriculum standards and mapping
- Collaborate with teaching team to develop and refine curriculum
- Develop and implement year-long curriculum and daily lesson plans
- Seek outside expertise in developing curriculum
- Maintain and enrich experience in subject area
- Coordinate with other teachers in interdisciplinary teams
- Integrate technology to the fullest extent
- Guide the general development and meet the individual needs of all students
- Lead a daily advisory for 12-14 students, curriculum provided
- Evaluate student progress and communicate with parents regularly
- Teach non-core courses and cover classes as needed
- Plan and implement co-curricular and extracurricular activities for students, including assisting with planning and supervising internships
- Organize and conduct school functions and field trips, both in and out of state
- Engage in effective and appropriate classroom management consistent with other teachers
- Prepare for, participate in, and present at faculty meetings, team planning meetings, school committees and professional development
- Participate in the daily functioning of the school—morning, lunch and afternoon supervisory duties, student reports and records, attendance records, equipment requests and plans for substitute teachers

- Be available by school-provided cell phone outside of the regular school day
- Maintain a neat, clean classroom environment and a professional personal appearance
- Serve as an at-will employee
- Submit to criminal background check

- i) Explain the process for providing the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school as required in TEC, §12.130.

BASE will provide to the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school (TEC, §12.130). The school agrees to disclose to the parents the qualifications of its teachers by providing parents with short, written biographies on each full-time teacher. These biographies will include the colleges they attended, the degrees they hold, certificates or special competencies, years of experience, hobbies, philosophy of education, and any other relevant information.

Short biographies of each of the teachers at BASE will be included in the first newsletter to parents that goes home at the beginning of each year. These biographies will include the teacher's qualifications; they will also be available on the school's website.

Meetings will be held before school starts to introduce parents to the school and its staff. In these meetings, teachers will be introduced to parents and students with a description of the teachers' backgrounds, qualifications and areas of expertise.

- j) Describe the salary ranges and benefits for teachers and other instructional staff, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid. *To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.*

The following table shows illustrative Bexar County teacher salaries in 2002 averaged from all schools in each district listed. San Antonio, East Central and Harlandale are the closest districts. The Northside districts are included for comparison, since BASE will potentially draw students from all parts of the region.

ISD	Average Teacher Salary
San Antonio	\$45,504
Harlandale	\$40,905
East Central	\$41,987
North East	\$42,966
Northside	\$40,956
Alamo Heights	\$45,996

To calculate a teacher's salary, BASE will take the average of the salaries of the two closest districts for a teacher matching the specific qualifications and then add 20% to their salary. Teachers will receive

medical and dental coverage and will have the opportunity to participate in a 401(k). All teachers will participate in TRS. School officers and other instructional staff will receive a salary commensurate with the two closest school districts with an additional stipend for the extra time if this is applicable.

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

- k) Describe professional development opportunities that will be offered to teachers and other instructional staff.

The strength of the rigorous educational program at BASE will rely primarily on the effectiveness of its teachers and supportive administration. Professional development priorities will be set in place to provide training and support programs for its staff. During the first school year, teachers will attend several professional development workshops in order to ensure that their curriculums and methodologies are consistent with the most up-to-date research and data.

Teachers at BASE will work together to refine, share, and develop effective teaching strategies. Time is allotted every day for team planning, and on a regular basis for sharing of best practices, in-services, observations of other teachers, and evaluations with the Director and/or professional development staff person. The continuous vertical and horizontal curriculum planning will ensure consistency between the grades and cross-curricular developments in each grade. This planning will commence with a week-long teacher in-service at the beginning of each school year and will be maintained throughout the year by coordinated departmental planning periods, mandatory grade-level meetings, and periodic after-school planning sessions.

Professional development will also be supported by a variety of workshops and trainings provided by national and local workshops (e.g., sponsored by National Council of Teachers of Math, National Science Teachers Association, etc.). With the help of these grant funds, BASE will be able to provide the resources to enable teachers to participate, enabling them to stay current in the field, develop support networks and gain access to teaching resources. Together, these resources will help improve teaching to benefit the students at BASE.

Teacher evaluation and improvement processes will be implemented, where the school principal will assist in identifying teacher strengths and weaknesses. Evaluation will include but will not be limited to: observations, model teaching strategies, peer evaluations on campus and off, and collaboration of strategies and teaching practices. As a result of these evaluations, the school director will provide individual improvements plans for each teacher. In short, the literature indicates that staff given training in the areas of curriculum implementation, classroom skill development and school policy enforcement report more confidence in the classroom, have higher performing students on achievement tests, and have increased retention rates at the schools providing the training.

Grant funds will support BASE's professional development priorities outlined above. Grant funds will assist in training for curriculum mapping, instructional support and instructional design.

- l) Explain the method(s) that will be used to evaluate teachers and other instructional staff.

The Principal/CEO will be responsible for evaluating all teachers and support staff. School staff evaluation will include input from administration, peers, parents/guardians, and students. The Principal may contract for services with a part-time, qualified, credentialed evaluation consultant to observe teachers in the classroom in order to determine their effectiveness as facilitators of learning, and their

ability to reach children using various modalities. A critical part of teacher evaluation and retention will be based on performance outcomes, measuring students' achievement and the teacher's implementation of the curriculum. A performance agreement will be developed with each teacher prior to the school year and will be reviewed continually. The bi-annual performance assessment will be based on those standards.

New teachers will be evaluated after their first 30 school days in order to offer workshops and mentoring as needed.

BASE will establish clearly defined criteria for performance review that include:

- Commitment to BASE's mission and goals
- Successful implementation of the curriculum and educational philosophy
- High level of professionalism
- High level of accomplishment
- Effective participation in BASE's staff "team"

Tools to be used in the evaluation process will include:

- Written evaluations based on classroom observations
- Self-evaluation completed by teacher being evaluated
- Student performance on major assessments
- Feedback from parents/guardians and students

Those teachers failing to adhere to the guidelines outlined above and in the Commitment to Excellence form, and/or failing to meet the specifications of the evaluation plan, will be subject to dismissal at the request of the Principal/CEO.

PEIMS Coordinator, Student Attendance Staff, and Other Staff

- m) Provide complete job descriptions, including selection criteria, for the Public Education Information Management System (PEIMS) coordinator, student attendance staff, and other staff.

Staffing will initially be the responsibility of an Office Manager, who will most likely be an employee of the school management company, Academica Corporation. Other staff positions to be filled as the school develops, several probably joint, will include Registrar, Attendance, Counselor, School Psychologist, Internship Supervisor, IT Director, IT Support/Webmaster, Development Director and Receptionist. The PEIMS coordinator, Registrar, and student attendance staff, will most likely be hired by Academica Corporation, which will manage the school

PEIMS Coordinator.

During its first year of operation, the Business Manager will serve as the school's PEIMS coordinator and will be trained in PEIMS reporting, unless Academica Corporation fills this position. All subsequent PEIMS administrators, including Academica employees, will have training as well. Should an office staff member be hired to fill this responsibility, either by the school or by Academica, every effort will be made to hire a person with specific experience in the Texas PEIMS system.

Qualifications:

- Bachelor's degree preferred, but High School diploma required
- Minimum two years experience involving data entry work, preferably with PEIMS
- Two years experience in non-profit organization or knowledgeable of non-profit organization
- Ability to problem solve and work independently
- Type at least 40 wpm

Job description:

- Attend training for PEIMS
- Responsible for data entry and analysis of PEIMS information
- Responsible for reports and analysis of PEIMS information and meeting applicable timelines
- Works with CPA auditing PEIMS information and provides all data needed to properly audit information
- Handles all tasks associated with PEIMS as they are identified
- Collects data and enters information for new and exiting students
- Edits reports and verifies data to ensure accuracy of information

Office Manager

This full-time position is under the supervision of the Principal/CEO, but will be hired by Academica Corporation. The Office Manager will provide supervision of all office staff, coordinate and monitor all office functions, monitor specific projects from start to conclusion and ensure that the office of the school effectively serves students, parents and staff.

Qualities/qualifications:

The Office Manager should have prior supervisory experience, familiarity with basic accounting principles, be a proficient typist who is experienced with Microsoft Excel and Microsoft Word, excellent communication skills (written and oral), be detail-oriented and have strong organizational skills. Additionally, the Office Manager should be a creative and independent thinker who is able to efficiently work independently or in cooperation with others. Oral and written proficiency in English and Spanish is a plus.

Minimum Qualifications:

- Previous secretarial experience (Office Manager experience a plus)
- Possess initiative: ability to monitor and organize workload and prioritize demands to meet deadlines
- Ability to use Windows XP, Microsoft Word and Excel
- Experience in proper office procedures such as filing, answering telephone professionally, photocopying, greeting all visitors and handling sensitive information with confidentiality
- Ability to compose and edit correspondence, newsletters, memos, etc.
- Ability to work under pressure and willingness to assume a variety of assignments
- Ability to work independently and under the direction of others.
- Ability to work *happily* with children, young adults and parents of all nationalities

- Ability to communicate with members of the staff, student body, parent network and community at large
- Ability to handle and file records in an organized and logical manner
- Ability to organize workload and prioritize demands to meet deadlines

Additional Requirements:

- Be in attendance every day except in the case of emergency or serious illness
- Be on time for work every day
- Dress professionally at all times
- Maintain an appropriate, professional relationship with students; refrain from personal relationships with any student
- Pass criminal background check as required by law
- Take vacation only during summer months or on school holidays

Job description:

- Supervise all office functions and office staff; monitor performance of all office staff with respect to job descriptions
 - Monitor all business functions of the school in conjunction with the BASE Business Department, Principal/CEO and Board of Director's Finance Committee
 - Monitor school activities with respect to their deadlines (monthly summaries, student attendance, compliance, etc.)
 - Ensure confidentiality and security of office space, student files and all information pertaining to students, parents and staff
 - Maintain student files in accordance with audit guidelines
 - Monitor the collection of fees, payment of bills and delinquent accounts
 - Ensure accuracy of daily attendance records, daily phone calls for absences and tardies
 - Monitor all documentation for the following: school lunch program, physical examinations, records verification of incoming students, transcripts for current and transfer students
 - Direct phone callers and guests properly, give routine information to individuals with inquiries about the school.
 - Schedule and confirm appointments with the Principal/CEO, as well as advisors when asked
 - Organize, secure and maintain reception area
 - Responsible for typing material, composing letters, completing correspondence, etc. as assigned by the Principal/CEO
 - Receipts income from students and parents of the school
 - Maintain daily attendance/absences records in conjunction with Advisors; responsible for daily phone calls to parents of absent students; responsible for providing documentation for follow up between parent-advisor-student for chronic truants
 - Create and produce school's monthly calendar of activities
 - Schedule, and sometimes assume, coverage of classes when teachers are absent
 - Other duties as assigned by the Principal/CEO
 - Shares all reports with Administration
- n) Describe the salary ranges and benefits for the PEIMS coordinator, student assessment staff, and other staff not already addressed, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to

be paid. To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.

The following table shows illustrative Bexar County professional support staff salaries in 2002 averaged from all schools in each district listed. San Antonio, East Central and Harlandale are the closest districts. The Northside districts are included for comparison, since BASE will potentially draw students from all parts of the region.

ISD	Average Prof. Support Staff Salaries
San Antonio	\$53,729
Harlandale	\$51,033
East Central	\$49,006
North East	\$52,210
Northside	\$46,567
Alamo Heights	\$49,650

Professional support staff salaries will be commensurate with the two closest school districts based on school description and the roles of the administrator. The salary levels for each position will be commensurate with the positions in the comparable districts, and this will be the case for other staff. An additional stipend or percentage increase will be added if appropriate to compensate for extra time. Staff will receive medical and dental coverage and will have the opportunity to participate in a 401(k). All administrators will participate in TRS.

Academica Corporation employees on the staff will not participate in TRS.

- o) Describe professional development opportunities that will be offered to the PEIMS coordinator, student attendance staff, and other staff not already addressed.

As with the administrative staff, professional and support staff will be encouraged to attend professional workshops and conferences in their area of professional responsibility as well as more generally concerning charter schools, science and math education, the new high school movement, as appropriate to their professional development. Funding will be sought diligently to support these activities.

In addition, the school encourages its employees to pursue continuing education opportunities and enhance their professional knowledge. The school will provide employees with reimbursement for continuing education expenses pursuant to individual continuing education plans agreed to between the school and each employee.

- p) Explain the method(s) that will be used to evaluate the PEIMS coordinator, student attendance staff, and other staff not already addressed.

During its first year of operation, the Business Manager will serve as the school's PEIMS coordinator unless the position is filled by Academica. The professional and support staff will be evaluated as described in the administrator evaluation section of this charter. Academica will conduct its own evaluation process where applicable, but report to the Principal/CEO and Board of Directors for review.

Revised during contingency process. See insert after p13

In this application and during the application period the called the "sponsoring entity." Once a charter is granted to a sponsoring entity, the sponsoring entity from that point forward is called a "charter holder."

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude. . ."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC §100.1151.

Governing Body of the Sponsoring Entity

The governing body of a charter holder has the primary responsibility for implementing the public school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter schools in accordance with the Texas Education Code. See 19 TAC §100.1101.

Members of the governing body of a charter holder will be required to undergo training as defined by 19 TAC §100.1102.

Note that records of an open-enrollment charter school and records of a charter holder that relate to an open-enrollment charter school are government records for all purposes under state law. See TEC, §12.1052.

- a) List the members of the governing body of the sponsoring entity.

The members of the governing board of Somerset Academy Inc. are:

Name	Position	Voting Power
Victor Barroso	Chairman/President	Yes
George V. Pedraza		Yes
Cynthia A. Hanson		Yes
La Garie Lynn Woodward		Yes
Carlos Resendez		Yes
Kim Marie Guilarte		Yes
Alejandra Salima Jacquinet		Yes

Revised during contingency process

The student attendance staff is required to know the procedures and aspects of the education code related to attendance accountability. They will be monitored for accuracy and reliability in maintaining student records and attendance records. These staff members will be included in auditing exercises to help them understand the seriousness of their duties.

6. Governance (Reviewed by TEA)

In this application and during the application period the eligible entity making application is called the "sponsoring entity." Once a charter is granted to a sponsoring entity, the sponsoring entity from that point forward is called a "charter holder."

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude. . ."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC §100.1151.

Governing Body of the Sponsoring Entity

The governing body of a charter holder has the primary responsibility for implementing the public school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter schools in accordance with the Texas Education Code. See 19 TAC §100.1101.

Members of the governing body of a charter holder will be required to undergo training as defined by 19 TAC §100.1102.

Note that records of an open-enrollment charter school and records of a charter holder that relate to an open-enrollment charter school are government records for all purposes under state law. See TEC, §12.1052.

- a) List the members of the governing body of the sponsoring entity.

The members of the governing board of Somerset Academy Inc. are:

Name	Position	Voting Power
Dr. Ruth Jacoby	Chairman/President	Yes
Alejandra Salima Jacquinet		Yes
Hui Fang "Angie" Huang Su		Yes
La Garie Lynn Woodward		Yes
Susie Noemi Dopico		Yes
Bernardo Montero	Vice-President	No
Anthony Taibi	Vice-President	No
Shannie Sadesky-Hunt	Vice-President	No
Dina B. Miller	Treasurer	No

- b) Submit, as part of Attachment A, a notarized biographical affidavit for each member of the governing body of the sponsoring entity. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application.

Notarized biographical affidavits for each member of the governing board of the Somerset Academy, Inc. are attached as **Attachment A**.

- c) Submit, as Attachment C, the 501(c)(3) determination letter from the IRS or a statement that this is not necessary because the sponsoring entity is an institution of higher education or a governmental entity.

Attached.

- d) Submit, as Attachment D, the original Articles of Incorporation filed with the Texas Secretary of State and any Restated Articles of Incorporation, and Articles of Amendment. If the sponsoring entity has amended its original Articles of Incorporation and does not submit both the original Articles of Incorporation and all of the documents reflecting the amendments, this attachment will be considered incomplete. Comparable documents must be submitted if the sponsoring entity is a nonprofit corporation incorporated in another state, an institution of higher education, or a governmental entity.

Attached

- e) Submit, as Attachment E, a complete copy (originals and any amendments) of the bylaws of the sponsoring entity or comparable documents if the sponsoring entity is an institution of higher education or a governmental entity.

Attached

- f) Submit, as **Attachment F**, the sponsoring entity's Certificate of Incorporation issued by the Texas Secretary of State or a certificate or letter of status from the Texas Secretary of State if the Certificate of Incorporation may not be obtained. If the sponsoring entity is incorporated in another state, it may submit a Certificate of Authority filed with the Texas Secretary of State or a document from its state of incorporation reflecting its corporate existence or status. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit, as the attachment, a statement that the certificate of incorporation is inapplicable.

The Certificate of Authority of the Texas Secretary of State for the sponsoring entity, Somerset Academy Inc., a Florida non-profit corporation and 501(c)3 is attached as Attachment F.

- g) State the approximate date on which the sponsoring entity was incorporated or established.

The Somerset Academy Inc. was incorporated on May 5, 1997.

- h) Describe the purpose for which the sponsoring entity was established.

Somerset Academy Inc. was organized for the legally stated purpose of transacting any and all lawful business for which corporations may be incorporated under the Florida Not-for-Profit Corporation Act

and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes, either directly or by contributions to organizations. The specific intent of the organizers was to create a non-profit corporation entity for the purpose of sponsoring high quality, innovative and economically efficient charter schools aimed at minority and at-risk populations.

- i) Describe the activities in which the sponsoring entity has been engaged in the past and in which it is currently engaged.

Somerset Academy, Inc. sponsored its first charter school, the Somerset Neighborhood Charter School in Miramar, Florida over eight years ago. It has sponsored four more since then in other Florida cities. All of their schools that are rated on the Florida rating systems are an "A" rating, the equivalent of an Excellent rating in Texas. All of its schools are Southern Association of Colleges and School (SAC) accredited.

Somerset Academy Inc., having met and exceeded the expectation of its organizers in the state of Florida in organizing and governing five top quality charter schools, seeks to bring its successes to Texas.

- j) Disclose whether the sponsoring entity has operated a private daycare, private school, public daycare, or public school.

Somerset Academy, Inc., has operated a private daycare in conjunction with their charter school in Pembroke Pines, FL, but does not anticipate offering those services at the BASE school location in San Antonio, TX.

Somerset Academy Inc., the sponsoring entity has opened and continues to operate five successful public, open-enrollment charter schools. See response to questions "i" above.

- k) Disclose whether the sponsoring entity is a religious or faith-based organization or engages in any activities with a religious purpose.

Somerset Academy, Inc. is not affiliated with any religious organization.

- l) Discuss any litigation in which the sponsoring entity has been involved.

Somerset Academy, Inc. has never been sued nor has it filed suit.

- m) Disclose whether the sponsoring entity has been sanctioned by any state regulatory agency.

Somerset Academy, Inc. has not been sanctioned by any state regulatory agency. It has, in fact, been lauded in the state of Florida for excellence in its charter schools.

- n) Describe the initial incorporators of the sponsoring entity, including the individuals' names and their professional backgrounds.

The initial incorporators of the Somerset Academy, Inc. were

Ruth Jacoby, Ed.D: professional educator for the last 30 years, on the board of numerous charter and prepratory academies, published author, and education consultant.

Peter Deutsch, Congressman 20th District Florida (public service over 20 years).

Angie Hui Fang Su, education (Assistant Professor in inovative teaching for Mathematics).

Alejandra Salima Abello, Fashion Institute of Technology (professional educator who has been part of the charter school process since 1994)

o) Discuss any plans for further recruitment of founders or organizers of the school.

Those who will serve as its charter holder board organized the Brooks Academy of Science and Engineering. (See response to inquiry “n” above.) The organizing directors are not merely prominent names selected by a sponsoring entity to bolster an application. They are the sponsoring entity. They are also dedicated educators who will bring to Texas charter schools, programs which have successfully aided disadvantaged students in Florida. However, the plan for the Brooks Academy of Science and Engineering did not being with the sponsoring entity having begun in a time and place preceding its involvement in the concept.

A Confluence of Interests. The plan to locate and operate in Southside San Antonio, Texas a charter high school that would attract and prepare otherwise disadvantaged students in the areas of science, math and engineering is the result of a confluence of interest of various local and national organizations. The organizations anticipated to have the closest initial ties and common interests with the School are the Brooks City-Base Foundation (“Brooks Foundation”), its administrative counterpart, the Brooks City-Base Authority (“BCBA”) and the Bill and Melinda Gates Foundation (“Gates Foundation”).

It is this unique relationship between the School, the BCBA the Brooks Foundation and the Gates Foundation that distinguishes this charter school proposal from all others.

Brooks City-Base. The military was closing complexes across the country, including those in other sections of the City of San Antonio (“City”). To reduce costs to the Air Force to manage its missions and as an alternative to making Brooks Air Force Base just another base closing, a 2001 Act of Congress created a pilot concept of shared responsibilities between the Air Force, the Department of Defense and the City known as Brooks City-Base. The Air Force deeded the entire Brooks Air Force Base (“Brooks”) property to Brooks Development Authority, (“BDA”) a political subdivision of the state created by a City ordinance. The terms of the conveyance required the BDA to manage and develop Brooks, and the Air Force became the BDA’s largest tenant. In this way, the Air Force was able to divest itself of its former maintenance responsibilities while continuing important research and development activities located at Brooks such as the Human Systems Wing, the Air Force Institute for Occupational Health and the crown jewel of Brooks, the Air Force School of Aerospace Medicine.

In 2003, the BDA created a 501(c)3 Foundation to focus on grants and other sources that could fund research and technology at these three major academic and research components.

The Gates Foundation. The Brooks concept attracted the attention of the Bill and Melinda Gates Foundation which was already supporting a technical high school in San Diego, California on a former and redeveloped military installation. The Gates Foundation noted that the population areas of San Antonio and San Diego had similar demographics and suggested that circumstances and confluence of interests at Brooks were right for establishing a similar school. Therefore, when the Brooks Foundation

compiled its Objectives, aimed at attracting new public and private tenants and developing the BDA property into a science and technology park, its list included:

- Creating alliances supporting the educational community
- Establishing a K-12 science and math programs focused on Southside students
- Supporting the establishment of a charter school at or near Brooks City-Base

A Charter High School Model. The BDAB began researching the possibility of starting a high school at Brooks that would emulate the Gates supported High Tech High in San Diego. The Gates Foundation model favors smaller high schools and charter schools of no more than 400 students. It was soon learned that the Air Force would support such a school at Brooks, seeing it as an opportunity to train students pursuing research carriers in science, math and engineering as a compliment to its three major research and development components at Brooks. Collaborative discussions were also begun and are ongoing with two local school districts and one state university with a significant local presence.

The Location. Brooks is physically located amongst low-wealth school districts that have historically struggled to provide educational opportunities to the areas predominantly Hispanic population. The Brooks-City initiatives and a quality charter high school emphasizing science, math and engineering at Brooks are in-step with recent interest and activities redirecting growth to the area. New planning and zoning efforts, the construction of the soon to open Toyota Motor Company manufacturing plant (within 4 miles of Brooks) and the new Texas A&M campus (3 miles from Brooks) are all strong indicators of the burgeoning vitality and interest in San Antonio's Southside.

- p) Describe the methods used to inform parents, students, and employees about procedures for receiving and responding to complaints. Note that under 19 TAC §100.1033(c)(6), the governing body of a charter holder shall not delegate final authority to hear or decide employee grievances, citizen complaints, or parental concerns.

Brooks Academy grievance policies and procedures will provide employees, parents and citizens who wish to be heard with an opportunity to petition the charter holder board, which board will have final authority in all such matters.

Employee grievance policies will be written and included in the Board Policy Manual and the employee handbooks and employee grievance procedures will be an in-service topic. Student grievance policies will appear in the Board policy manual and students will be informed of student academic and other complaint processes through student handbooks and student assemblies. Parents will be provided with grievance process information at regularly scheduled meetings with administrators and teacher. Their grievance rights and the grievance processes will also be described in Board policy.

- q) Describe the following elements of the governance structure of the governing body of the sponsoring entity. Although some of the information requested below might be addressed by the sponsoring entity's articles of incorporation, bylaws, or other documents, please provide the information requested below:

- 1) the officer positions designated

Somerset Academy, Inc.:

Position	Voting Power
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APPROVED DURING CONTINGENCY PROCESS
- grievance

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- 1) the officer positions designated

Somerset Academy, Inc.:

Position	Voting Power
Chairman/President	Yes

Vice-President	Yes
Vice-President	Yes
Vice-President	Yes
Treasurer	Yes
Secretary	Yes

2) the manner in which officers are selected and removed from office

The officers of the corporation shall be a President, Vice-President, Secretary, and Treasurer. The officers of the corporation, shall be chosen at the annual meeting of the Board by and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

Any officer may be removed, either with or without cause, by the Board at any time or except for an officer chosen by the Board, by any officer upon whom the board may confer such power of removal. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

3) the manner in which members of the governing body are selected and removed from office

Directors who are to be elected by the Board of Directors shall be so elected at the annual meeting of the Board by the Directors then in office. A vacancy on the Board shall be filled in the same manner of selection as that used to select the Director whose office is vacant, provided that vacancies to be filled by election by Directors may be filled by a vote of the majority of the remaining Directors, although less than a quorum. Each Director so elected shall hold office until a successor has been appointed and qualified.

Any Director may resign effective upon giving written notice to the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected (by the existing president) before such time, to take office when the resignation becomes effective. A Director may be removed without cause by a majority of the Directors then in office.

4) the manner in which vacancies on the governing body are filled

Vacancies are filled in the same manner as regular elections and appointments as they occur.

5) the term for which members of the governing body serve

Term of office of a member of the governing is until a successor is appointed or a vacancy is created by incapacity or removal.

6) whether the terms are to be staggered

The terms of elected Directors shall be staggered so that no elected Director's term expires less than four months before the expiration of the next elected Director.

Governing Body of the Charter School (if different from the governing body of the sponsoring entity)

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to a governing body of the charter school. Non-delegable duties are listed in 19

Revised during contingency process

Chairman/President	Yes
Vice-President	No
Vice-President	No
Vice-President	No
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The officers of the corporation shall be a President, Secretary, and Treasurer. The officers of the corporation, shall be chosen at the annual meeting of the Board by and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

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Governing Body of the Charter School (if different from the governing body of the sponsoring entity)

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to a governing body of the charter school. Non-delegable duties are listed in 19

r) If a governing body of the charter school exists, list the members.

Name	Office
None at this time	

s) If a governing body of the charter school exists, describe the powers or duties delegated to it by the governing body of the charter holder. Non-delegable duties are listed in 19 TAC §100.1033(6)(C).

Should the charter holder choose to delegate some powers or duties to a governing body pursuant to state law at a later time, directors will be identified and recruited with the assistance of the various organizations and local and national foundations involved in this charter school project. (See Item "n" above).

All sponsoring charter holder board and potential local governing board directors will participate in the training required by 19 TAC §100.1102

t) Submit, as part of Attachment A, a notarized biographical affidavit for each member of the governing body of the charter school. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. If members of this body are not yet identified, the affidavits must be provided prior to the opening of school.

Attached as part of attachment A.

u) Describe the following elements of the governance structure of the governing body of the charter school:

Bylaws of the sponsoring entity have previously been submitted.

1) the officer positions designated

The officers of the Board of Directors will be a President, Vice-President, Secretary-Treasurer, and such other officers, if any, that the Board of Directors may from time to time appoint.

2) the manner in which officers are selected and removed from office

All officers will be elected by the Directors. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors.

Revised during contingency process

TAC §100.1033(c)(6). Members of the governing body of a charter school will be required to undergo training as defined by 19 TAC §100.1102.

r) If a governing body of the charter school exists, list the members.

Name	Office
George Pedraza	President
James Darryl Byrd	Vice-President
Cynthia A. Hanson	Secretary/Treasurer
Carlos Resendez	
Ruth Jacoby, Ed.D	

s) If a governing body of the charter school exists, describe the powers or duties delegated to it by the governing body of the charter holder. Non-delegable duties are listed in 19 TAC §100.1033(6)(C).

The local governing body of the Brooks Academy is a Texas non-profit corporation, Somerset Academy of Texas (SAT).

SAT directors were identified and recruited with the assistance of the various organizations and local and national foundations involved in this charter school project. (See Item "n" above). There are five initial SAT directors. One of those directors, Dr. Ruth Jacoby, is also a board member of the sponsoring charter holder. Dr. Jacoby and her successors will provide continuity between the local governing and charter holder boards.

All sponsoring charter holder board and local governing board directors will participate in the training required by 19 TAC §100.1102

t) Submit, as part of Attachment A, a notarized biographical affidavit for each member of the governing body of the charter school. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. If members of this body are not yet identified, the affidavits must be provided prior to the opening of school.

Attached as part of attachment A.

u) Describe the following elements of the governance structure of the governing body of the charter school:

Bylaws of the BASE will be drafted to establish the likely governance structure indicated in sections 1) to 6) below.

1) the officer positions designated

The officers of the Board of Directors will be a President, Vice-President, Secretary-Treasurer, and such other officers, if any, that the Board of Directors may from time to time appoint.

2) the manner in which officers are selected and removed from office

All officers will be elected by the Directors. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors.

- 3) the manner in which members of the governing body are selected and removed from office

Members to the board are nominated to staggered terms by the President and elected by majority vote of the members at each annual meeting called for that purpose. Vacancies are filled in the same way. Members can be removed with or without cause by majority vote of the membership.

- 4) the manner in which vacancies on the governing body are filled

Newly created directorships resulting from an increase in the number of directors comprising the board and all vacancies occurring on the board for any reason shall be filled by the affirmative vote of the majority of the members in office at any meeting of the board. A member elected to fill a newly created directorship or a vacancy will serve until a successor is elected. Newly elected members will agree to support the founding organization's vision in order to maintain continuity between the founders and subsequent board members.

- 5) the term for which members of the governing body serve

The term of office for two of the original Directors shall be two years, and for the three remaining original Directors, three years. Determination of the term of directorship shall be determined by drawing straws at a Board of Director's meeting to be held within four months from the date of incorporation. Each original Director shall serve his/her term until resignation, removal or incapacitation. Thereafter, each successor Director shall serve for three years. Directors may succeed themselves to their same positions for successive terms. Each Director shall hold office until their successor shall have been elected.

- 6) whether the terms are to be staggered

Members to the board are nominated to staggered terms by the President and elected by majority vote of the members at each annual meeting called for that purpose.

Other Governance

If at some point the charter holder plans to enter into an agreement with a management company, the contract for services must be approved by the commissioner of education at least 30 calendar days prior to any performance or payments under the contract. See 19 TAC §100.1155.

- v) Describe the extent to which any private entity, including any management company, other nonprofit group, other governmental agency and/or any other educational organization will be involved in the operation of the charter school. Identify any members of the governing board or officers of the charter school who are affiliated with all such entities.

In collaboration, the Brooks organizations and foundations have recommended that a private charter management company operate the proposed charter school. In research and communication with charter schools across the nation and in consultation with the sponsoring entity, Academica Inc., a privately held management company based in Miami, Florida has been identified as the most qualified to perform management services and is therefore, subject to approval by the local governing board, the School's prospective manager. Academica Inc. operates three schools in Utah and 25 schools in South Florida and

is known for producing high achievement scores in virtually all of their mostly Hispanic and Title I schools which schools consistently outperform their public school counterparts. There is a student waiting list at each of the schools operated by Academica Inc.

Management services through Academica Inc. would include facilities design, staffing recommendations and human resource coordination, day-to-day administration, regulatory compliance, legal and corporate upkeep, maintenance of the books and records of the School, bookkeeping, budgeting, financial forecasting and oversight. The projected cost of these services is included in the proposed budget for the charter school under Contract Services. The sponsoring entity well understands and will comply with the requirements of 19 TAC §100.1155 to submit a proposed written agreement with a management company for approval by the Commissioner of Education at least 30 calendar days prior to any performance of payments under that agreement. No member of the governing board, the charter holder board or officer of the School will be affiliated with Academica Inc. or any other management company servicing the School.

7. Community Support (Reviewed by TEA)

- a) Describe the community where the school will be located and explain why this location was selected.

BASE will be located at Brooks City-Base (formerly Brooks AFB), on the Southside of San Antonio. The school will thus be located within a very special community within the larger South San Antonio community, which is in turn part of a metropolitan region undergoing profound changes in its economic and educational aspirations.

- b) Provide information on the manner in which community groups have been involved and will continue to be involved in the charter school planning process.

The applicant must hold a public hearing in the proposed charter school's geographic area to publicly discuss the application for the charter school. This hearing must take place no earlier than 18 months before the charter application due date. Any person may be present and participate in the meeting. The applicant shall publish a notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school.

Strong links with the community are critically important to the success of BASE. In its planning, the school has two equally significant sets of links, and these will remain of the highest importance as the school develops.

Situated on the Southside of San Antonio, the school will serve and must remain responsive to a local community with a largely ethnic minority population that has historically experienced economic disadvantage and educational underachievement, as described above.

Outreach efforts of the BASE planning group to date have included:

- Brooks Development Authority and the Brooks City-Base Foundation —have identified the creation of a High Technology Charter School at Brooks City-Base as a vital step in the development of their research and technology center on the Southside
- U.S. Air Force—major educational and R&D units at Brooks City-Base include the School of Aerospace Medicine and the Air Force Center for Environmental Excellence
- Brooks Aerospace Foundation—operates the Challenger Learning Center of San Antonio at Brooks City-Base

- U.S. Air Force Museum of Aerospace History—located in historic “Hangar 9” at Brooks City-Base, the only wooden Hangar still in existence in the Air Force
 - University of the Incarnate Word—is assessing the placement of its newly approved School of Pharmacy, the first in San Antonio, at Brooks City-Base, and sees strong potential for linkages with the new high school
 - University of Texas at San Antonio—maintains a Center of Excellence in Biotechnology and Bioprocessing Education and Research at Brooks City-Base
 - Alamo Community College District—hosts academies for high school students in information technology and security, aerospace, and manufacturing technology, and is planning a similar academy in biotechnology
- c) Submit, as Attachment G, a copy of the published notice of public hearing, clearly showing the name of the newspaper and date of publication.

Attached.

- d) Submit, as Attachment H, a synopsis of the public hearing held to discuss the proposed charter school plan. The synopsis must identify presenters, a summary of their comments, and a list of questions from participants with responses provided by the presenters.

Attached.

8. Geographic Boundary (Reviewed by TEA)

- a) List the school districts from which the proposed charter school will accept students. If the charter school will accept students from only a portion of a school district or districts, state exactly what the boundary will be. For purposes of the TEA database, the charter geographic boundary will be defined by districts receiving statements of impact as defined in TEC 12.110.

The sponsoring entity is not required to list the charter schools located within the designated geographic boundary.

Brooks City-Base is located on and divided by the boundary of East Central ISD and the San Antonio ISD, with the South Side ISD its neighbor to the west and Harlandale ISD its closest neighbor on the inner-city side. However, the BASE will accept students from any school district listed below. There are nineteen districts, at least in part, within Bexar County, which composes the greater San Antonio area. Districts from Atascosa and Wilson counties are also included to support all schools within an approximate 30 mile radius of the Brooks City-Base property. Inclusion of these schools increases the diversity of the student population to include students from more rural areas.

- Bexar County:
- Alamo Heights ISD
 - ~~Boerne ISD~~
 - ~~Comal ISD~~
 - East Central ISD
 - Edgewood ISD
 - Fort Sam Houston ISD
 - Harlandale ISD
 - Judson ISD
 - Lackland ISD
 - ~~Medina Valley ISD~~
 - North East ISD

Revised during contingency process. See insert. QWER P 13

- Northside ISD
- Randolph Field ISD
- San Antonio ISD
- ~~Schertz-Cibolo-Universal City ISD~~
- Somerset ISD
- Southside ISD
- South San Antonio ISD
- Southwest ISD

Wilson and Atascosa Counties:

- Floresville ISD
- Jourdanton ISD
- La Vernia ISD
- Lytle ISD
- Pleasanton ISD
- Poteet ISD

- b) Submit, as Attachment I, the certified mail receipt cards showing the dates that Statement of Impact forms were received and signed for by the staff of the districts located within the proposed charter school's geographic boundary. In the absence of signed certified mail return receipt cards, the certified mail receipt showing each addressee, fees paid, and the date mailed will be accepted.

The sponsoring entity must send a copy of the Statement of Impact form and a copy of the charter school application's coversheet, accompanied by a letter from the sponsoring entity, to all superintendents of school districts and charter schools within the designated geographic boundary. The purpose of sending the Statement of Impact form is to document any adverse impact on the district or any potential enrollment shift that may impede the school district's ability to comply with a court order affecting the district. (The Statement of Impact form and a sample letter to superintendents are included in Appendix II of this application packet.) If a superintendent receiving the Statement of Impact form requests a complete copy of the application, the sponsoring entity must provide the document, including all attachments, to the superintendent.

The Statement of Impact form and the completed application coversheets must be sent to all affected districts in time to include signed certified return receipt card copies as part of the charter application submitted to TEA. The proposed charter school is not responsible for ensuring that superintendents who receive the Statement of Impact form return it to TEA.

Note that accepting students from another charter school that is within the charter school's geographic boundary does not expand that geographic boundary to include all districts within the geographic boundary of the other charter school.

Attached.

9. Admissions Policy (Reviewed by TEA)

- a) Specify the period (both the beginning and ending dates) during which applications for admission will be accepted. *TEC, §12.117, requires that a charter school establish a reasonable application deadline for the submission of applications for admission.*

The application period for students seeking admission will begin in January of each calendar year for the following school year. The enrollment period will conclude at the end of February.

- b) Specify the approximate date on which the lottery will be conducted and describe the procedures to be followed in conducting the lottery. Under federal law, a charter school must hold a lottery if the number of applications for a class exceeds the number of available spaces. If the number of applications does not exceed the number of available spaces, a lottery is not required.

If the number of applicants to BASE exceeds capacity, a public random drawing selection process for admission will be used. The lottery will be conducted in early March, within no more than one week of the application closing date.

If allowable by law, in years subsequent to the opening, preference will be given to siblings of students already enrolled in BASE.

The above procedures will also be followed to fill vacant seats in grades ten, eleven and twelve.

- c) State whether a waiting list will be developed for the applicants who were not admitted through the lottery. If a waiting list will be used, describe the process.

A waiting list will be developed, with names ranked by random drawing from the pool. Cards to be included in the drawing must be received by a deadline two weeks after the original lottery.

Applicants who have been offered enrollment through the lottery will be invited to visit with counselors to complete choice slips for courses and furnish their immunization record, birth certificate, social security card, and TAAS or standardized tests results.

As space becomes available due to students declining acceptance at the time of notification, withdrawing subsequently, or failing to complete the enrollment steps described above, the school will notify the applicant with the lowest number on the waiting list that they have the option of enrolling at the school. The letter will give the applicant five full business days to notify the school principal or secretary, verbally or in writing, of the applicant's intentions.

In the absence of an affirmative and timely response by phone or letter, the school will eliminate the applicant from the pool and inform the applicant with the next lowest number of their opportunity to enroll. All waiting pools will expire at the end of the school's academic year, or as otherwise determined by the Board.

- d) If returning students (those who attended the school the previous school year and intend to return the next school year) are given priority in admission, specify the period during which these students must notify the school of their intent to return for the next school year.

Returning students will be given priority. Their application period will be the same as for new applicants.

- e) State whether the charter school will exempt from the lottery the siblings of returning students and/or the children of the school's founders (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.

The school will exempt from the lottery the sibli founders (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.

- f) If the school will accept applications that are submitted outside of the designated application period, describe how the school will treat such applications.

Applications will be accepted outside the designated application period. Such students will be offered admission if there are vacancies. Once the number of applications submitted exceeds the number of seats available, student names will be added to a wait list, by grade in the order that they are received. As vacancies occur there will be a lottery as previously described. Students not selected in the lottery will be returned to the wait list and will participate in subsequent lotteries should admitted students leave during the school year. No other applications will be received until the following school year, unless the wait list is exhausted.

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

The school's non-discrimination statement is as follows: The BASE school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

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

- i) Describe the information that an applicant must provide in order to be considered for admission (not for enrollment, which occurs after an applicant has been offered admission and is registering). *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent/guardian or previous school.*

The application will request the following information:

- Address and parent/guardian relationship information and signatures
- Student name, date of birth, grade applying for and last school attended
- Telephone number, email address

Revised during contingency process.

No applications will be accepted outside the designated application period, unless insufficient applications are received to fill available seats.

- f) If the school will accept applications that are submitted outside of the designated application period, describe how the school will treat such applications.

~~BASE is a free public school that will be open to all residents of the State of Texas. BASE will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend. Appropriate accommodations for students with special needs will be made. BASE will comply with the individuals with Disabilities Education Act (IDEA).~~

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

It is the BASE admissions policy that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

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- i) Describe the information that an applicant must provide in order to be considered for admission (not for enrollment, which occurs after an applicant has been offered admission and is registering). *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent/guardian or previous school.*

Applicants for entry in the lottery must furnish evidence of matriculation from their current grade and demonstrate their interest in attending BASE. The application procedure will have four parts:

- Student and parent/guardian information and signatures. Students and parents are asked to affirm that they understand that BASE is a school of choice and that, by signing the application and upon acceptance to the school, they will agree to become familiar with and abide by all policies and procedures set forth in the parent and student handbook.
- Transcripts/grades and attendance records for current year and one previous year
- A letter (or letters) of support from parent(s) or guardian(s) explaining in one or two pages why they are committed to, and how they plan to support the applicant in pursuit of his or her education at BASE

- Required attendance of both parent or guardian and applicant at an informational meeting before the application deadline.

Applicants selected for admission by the lottery will be asked to visit with a student counselor to make course selections as applicable at their grade level, and to furnish their immunization record, birth certificate, social security card, and TAAS or standardized tests results.

- j) Discuss procedures adopted to comply with reporting transfer students pursuant to Civil Action 5281. *Civil Action 5281 requires that TEA not approve student transfers where the effect of such transfers changes the majority or minority percentage of the school population by more than one percent in either the sending or receiving district. For more information, see the following web page: <http://www.tea.state.tx.us/leol/>.*

Pursuant to Civil Action 5281, BASE will not permit, make arrangement for, or give support of any kind to student transfers between school districts when the cumulative effect, in either the sending or receiving school or school district, will be to reduce or impede desegregation, or to reinforce, renew, or encourage the continuation of acts and practices resulting in discriminatory treatment of students on the ground of race, color, or national origin.

10. Special Needs Students and Programs (Reviewed by TEA)

Approval of this charter school application and/or removal of any contingencies is based on the information provided by the proposed charter school as it reflects the proposed charter school's knowledge of special education. Approval of the charter school application and/or removal of any contingencies should not be construed to reflect a determination of special education compliance or to cover any other issues outside the scope of this application process or actions that may occur after this application process. The following web site is available to assist your application process: <http://www.tea.state.tx.us/special.ed/rules/sbs.html>. (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

- a) State the projected percentage of students who will require special education and related services.

The sponsors estimate that up to 10% of the projected enrollment of students will require special education and related services.

- b) Briefly describe how the charter school staff will seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or who contact the charter school. Include information regarding collaboration with the Regional Education Service Center (ESC), and the local Early Education Childhood Intervention program, and students who are not within the age range typically served by the charter school.

BASE will employ a certified special-education teacher who will implement the school's special-education program and, through regular in-service and other means, continually provide guidance and support to the school's teaching staff in this area, including supervising the creation of a multidisciplinary assessment team for students who may have disabilities. The school will ensure that, with the assistance of the special-education staff at Region 20 Education Service Center and the service providers for Early Education Childhood Intervention in San Antonio (Brighton School ECI Program and Easter Seal Rehabilitation Center ECI), a free appropriate public education (FAPE) is provided to all individuals with disabilities, ages 3-21, who qualify for special education services.

In accordance with the rules and responsibilities identified by TEA, BASE will adopt and implement policies and practices that affirmatively seek out, identify, locate and evaluate children with disabilities enrolled in the school or contacting the school regarding enrollment (Child Find). BASE will have procedures to refer children to appropriate assessment personnel needed for evaluation. These procedures will be disseminated to staff, including a review of possible indicators of special education issues arising in individual students. BASE students will be considered for referral for Child Find. Referrals may also come from doctors, nurses, parents, teachers, family members and other interested individuals.

BASE will prominently display Child Find brochures and posters, and distribute them to parents via the school newsletter. All personally identifiable information collected and used in this system will be maintained confidential in the same manner that special education records are maintained.

- c) Briefly describe how the charter holder staff will access the variety of qualified and/or licensed personnel to conduct special education assessments (including related services) and participate as members of the multidisciplinary assessment team for students who may have disabilities such as autism, an auditory impairment or deafness, deafblindness, an emotional disturbance, health impairment, a learning disability, mental retardation, an orthopedic impairment, a speech or language impairment, a traumatic brain injury, or a visual impairment.

The charter holder staff will seek advice and recommendations concerning qualified and/or licensed personnel from the special education and related contacts at Region 20 Education Service Center.

- d) Briefly describe how the charter school staff will have the capacity to provide a wide range of special education and related services by appropriately certified and/or licensed personnel to students who are eligible for special education services and have disabilities such as autism, an auditory impairment or deafness, deafblindness, an emotional disturbance, a health impairment, a learning disability, mental retardation, an orthopedic impairment, a speech or language impairment, a traumatic brain injury, or a visual impairment.

All special education personnel shall be certified, endorsed or licensed in the area or areas of assignment in accordance with provisions relating to teacher certification. If a staff member does not have the skills and knowledge needed for the assignment, BASE shall make provisions for the person to acquire the needed skills and knowledge. The special education designee will conduct staff in-services deemed appropriate to BASE's professional development module. Special education personnel may be employed on a full-time or part-time basis.

Teachers holding a special education certificate may be assigned to a basic special education instructional program serving students. Persons assigned to provide speech therapy instructional services must hold a valid state license as a speech/language pathologist. Teachers assigned full-time to teaching students who are orthopaedically impaired, with the teaching station in the home or a hospital, must at least have completed a three-semester-hour course in the education of the handicapped and three semester hours directly related to teaching physically impaired children. Teachers certified in the education of students with visual impairments shall be available to students who are visually impaired through one of BASE's instructional options or through a cooperative arrangement with other school districts or the education service center. Teachers certified in deaf or hearing impaired shall be available to students who are deaf or hearing impaired through the Regional Day School Program for the Deaf or through a cooperative arrangement with other school districts or the education service center. Resources regarding other disabilities such as autism can be furnished by the regional education service center.

- e) Briefly describe how the charter school staff will ensure that a full continuum of placement options (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions) will be available to meet the needs of students with disabilities who are eligible for special education services.

Removal of the student from general education will occur only when the nature and severity of the disability is such that education in general classes, including art, music, and PE, cannot be achieved satisfactorily with the use of supplementary aids and services. The least restrictive environment will be selected. The ARD will document that there is a continuum of services and placements available and that alternative placements were tried and considered such as Chapter programs, compensatory education, school health services, bilingual classes, ESL, Dyslexia program, tutorials, TAKS remediation, adaptive equipment, or other provisions as determined by the ARD.

- f) Briefly describe how the charter school staff will continue to provide a free and appropriate public education (FAPE) for expelled students who are eligible for special education services.

BASE will continue to provide services as specified in the Individual Education Plan for any student expelled from the school until the age of maturity, until and unless that student enrolls in another school or district.

Students may be referred by teachers, parents or others for evaluation of whether they have one or more of the disabilities listed in federal regulations or state law or both. BASE will form a multidisciplinary Admission, Review and Dismissal (ARD) committee for this evaluation including at least one teacher or specialist with knowledge in the area of the suspected disability. As part of the evaluation, the ARD committee and other qualified professionals as appropriate shall review existing evaluation data on the child, current classroom-based assessments and observations and teacher and related service providers' observations.

The special education teacher will be responsible for tracking the number of days of emergency removal, suspension, removal to an alternative education placement, or in-school suspension within the required number of days. The interim alternative setting must be selected so as to enable the child to continue to progress in the general curriculum, though in another setting, and to continue to receive those services and written notice of those concerns to BASE from which the student was expelled. If the current IEP cannot be implemented while the student is in an alternative placement for more than ten days or on expulsion, then the IEP will be revised during this time in such a manner that it can be implemented. Whenever possible, the IEP that was in place will be implemented. BASE will document justification for any change in the IEP.

- g) Briefly describe the process that will be used to determine the initial placement of transfer students eligible for special education services.

When a student is believed to have a disability, a charter school, like any public school, must initiate the procedures to identify and refer the student for evaluation in a timely manner. Under Section 504 and Title II, students with disabilities, and their parents or guardians, are entitled to due process concerning student identification, evaluation, and placement. Simply stated, due process is procedural fairness. In the context of FAPE, due process includes notice, the opportunity for review of records, the right to request an impartial hearing with representation by counsel, and a procedure for review. In general, by complying with the relevant IDEA procedural-safeguard requirements, the school is complying with these Section 504 and Title II requirements.

Applicants that are identified as needing special education services will be accepted if the goals and objectives delineated in the student's Individual Education Program (IEP) can be met, with appropriate aides and services in the educational environment of BASE. To ensure that the individual needs of exceptional children can be met in the school, an IEP meeting must be held prior to enrollment. A representative from BASE must be a member of the IEP team. All members of the IEP team, including the parent, must agree with the goals and objectives, placement, aides and services and modifications to the regular program.

- h) Briefly describe how the school will provide individually determined extended school year services for students whose Admission, Review, and Dismissal (ARD) committee determines a need.

The need for Extended Year Services will be determined on an individual basis by the ARD committee. It will be documented from formal and informal evaluation provided by BASE or the parents. The documentation will demonstrate that in one or more critical areas addressed in the current IEP objectives, the student has exhibited, or may reasonably be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable time period. The reasonable time period for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP.

Appropriate transportation needs will be considered.

- i) Briefly describe how the school will meet the needs of students with dyslexia. *(Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)*

Screening and modifications for students with needs in this area will be accomplished according to all state and applicable federal statutes and regulations (TEC § 38.003; 19 TAC § 74.28), and procedures set forth in the state's *Dyslexia Handbook*. Training for teachers will be a specific part of the school's faculty professional development. The sponsors will coordinate with the dyslexia contact at Region 20 Education Service Center, and the State Coordinator at Region 10 ESC. BASE will have a certified special needs teacher who will monitor and ensure that the IEP goals and accommodations are being met. Parental involvement will be encouraged, and individual assistance will be offered.

- j) Describe how the proposed charter school will meet the needs of children who qualify for Section 504. *(Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)*

BASE will provide a free appropriate education (regular or special education and related aids and services) to enrolled students who qualify under Section 504, regardless of the severity of the disability. Consistent with civil rights, BASE students with disabilities will be provided with a range of choices in programs and activities that is comparable to that offered to students without disabilities. This includes an opportunity to participate in a range of nonacademic or extracurricular programs and activities offered at the school. Any BASE student with a disability will be educated with non-disabled students to the maximum extent possible.

It is the intent of BASE to ensure that students who are disabled within the definition of Section 504 are identified, evaluated and provided with appropriate educational services. The due process rights of disabled students and their parents under Section 504 will be enforced.

Instruction will be individually designed to meet the student's needs as adequately as the needs of non-handicapped students. Before the child is placed to receive special services, the parents will be notified

and the child will be evaluated using validated tests and trained personnel. While parental notice is required before a child is tested and/or placed, their consent is not required under Section 504. Only if the child is suspected of having a handicapping condition under IDEA is parental consent necessary. Placement decisions will be made by a group of persons knowledgeable about the child, the evaluation dates, and placement options, and the child will be placed in the least restrictive environment appropriate. Periodic reevaluations will be conducted, including prior to any significant change in placement.

BASE will appoint a Section 504 coordinator to cover student issues, employment issues, and facilities. This position may be a regular education function; however, BASE may choose to use special education personnel if appropriate "split funding" is used.

11. Business Plan (Reviewed by TEA)

Financial History of Sponsoring Entity

- a) Discuss the sources of funding used by the sponsoring entity to start up its operations.

Somerset Academy, Inc. will be using funds from various federal, state and nonprofits as described by in the appendix on start-up funds.

- b) Discuss the current assets of the sponsoring entity.

As shown in the audit report

- c) Discuss the current liabilities of the sponsoring entity.

As shown in the audit report.

- d) Disclose any liens, litigation history, and/or any sanctions from any local, state and/or federal regulatory agency against the sponsoring entity. *For the purpose of this application "litigation" includes civil suits, bankruptcy proceedings, and any administrative process in which an agency of the federal, state or local government has taken adverse licensing or disciplinary action. "Sponsoring entity" includes any organization, whether incorporated or not, to which the sponsoring entity is successor in interest; any organization, whether incorporated or not, which the sponsoring entity has purchased; and, any organization, whether incorporated or not, for which the sponsoring entity has taken possession of substantially all assets previously possessed by that organization.*

None.

- e) State the names of any open-enrollment charters already held by the sponsoring entity. If other charters are held, disclose whether they have been timely and accurate in reporting PEIMS data and required financial audits.

Somerset Academy (Somerset Neighborhood School), Miramar, FL
Somerset Academy High School, Pembroke Pines, FL
Somerset Academy Middle School, Pembroke Pines, FL
Somerset Academy Elementary School, Pembroke Pines, FL
Somerset Academy Davie Charter School, Davie, FL.

Yes, PEIMS data and required financial audits have been timely and accurate.

- f) Submit, as **Attachment J**, a copy of the most recent audit report. *If an audit report is not available, provide an unaudited statement of financial position, an unaudited statement of activities, and an unaudited statement of cash flows (all as part of Attachment J). The unaudited financial statements must include a notarized statement signed by the chief executive officer and chief financial officer of the sponsoring entity attesting to the accuracy and completeness of the information provided.*

Attached.

- g) Submit, as **Attachment K**, a credit report of the sponsoring entity. *If a credit report is not available, provide a statement that explains why a credit report is not available as the attachment.*

Attached.

- h) Submit, as **Attachment L**, a copy of the most recently filed Internal Revenue Service Form 990. *If a Form 990 is not available, provide a statement that explains why a Form 990 was not available as the attachment.*

Attached.

Current Operations of Sponsoring Entity

- i) If non-charter programs are operated by the sponsoring entity, describe how, or if, non-charter programs will relate to the charter school.

None.

- j) If there are plans to begin operating any non-charter programs within the next two years, describe how, or if, future non-charter programs will relate to the charter school.

No non-charter programs are planned by Somerset Academy at this time.

- k) If there are plans to begin operating any non-charter programs within the next two years, discuss the physical location of the programs. Describe how the charter school will maintain separate administrative, business, financial, payroll, personnel and other records.

No non-charter programs are planned by Somerset Academy at this time.

Start Up of Charter School Operations

- l) Provide a statement describing the projected amounts of start-up funding. The statement must identify the amount of each source of funds and the specific source of funding (*i.e.*, private donor, charitable foundation, local government, state/federal agency). ***Charter school applicants should be aware that the fiscal year of the charter school should end on August 31. Through a grant application process, federal funds are available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for up to three years. Actual funding depends on the number of eligible charters and the continuation of funds from the United States Department of Education. An***

appropriate estimate for a first-year grant is \$100,000. Any amount from this source of funding, however, will not be available to the sponsoring entity until the contract for charter has been executed and a county-district number has been assigned. The federal funds may then only be accessed after a request for reimbursement has been submitted. Generally, the federal funds may not be received until after the charter holder has demonstrated that it has incurred an expenditure that represents an allowable cost pursuant to the requirements of the federal award.

Academica Inc., has already established relationships with Zion's First National Bank in Utah that has already financed construction of Academica Charter schools in Florida and Utah.

We were also involved with the Bill and Melinda Gates Foundation last year through the Texas High School Project initiative for grant funding and anticipate continuing those conversations in relation to this year's application submittal to TEA.

- m) Submit, as **Attachment M**, documentation (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc.) verifying all sources of funding. Letters from each local community group or individual(s) with whom the sponsoring entity has developed business arrangements or partnership(s) relevant to the charter school may be placed after the sources of funds. Letters of support for the proposed school should not be included in Attachment M. *If there are no sources of funds, state this in the attachment.*

Attached at **Attachment M**.

- n) Describe the process by which the annual budget of the charter school will be adopted.

The Principal/CEO will develop a projected annual budget based on anticipated enrollment, outside funding and direct and indirect costs of the school's operation. This budget will be presented to the BASE Financial Committee two month before the start of the new fiscal year. The BASE Board of Directors will review and validate the budget. The validated budget will be presented to the Somerset Academy, Inc. for approval one month before the fiscal year starts.

- o) Submit, as **Attachment N**, a start-up budget using the start-up budget template included in Appendix III and also located at <http://www.tea.state.tx.us./charter/rfas/startupbudget.xls>. *The start-up budget must include the period between the date that the charter is awarded by the State Board of Education and the date that the proposed charter school will begin operations. The start-up budget must identify all sources of funding and anticipated expenses. The sources of funding must be supported by the documentation included in Attachment N. The expenses must be supported with a written statement indicating how the amounts were derived.*

Note that only the start-up budget template included in Appendix III, and available in a user-friendly spreadsheet version at <http://www.tea.state.tx.us./charter/rfas/startupbudget.xls>, will be accepted for the purposes of this application. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.

Attached.

p) Submit, as **Attachment O**, a budget for the first year of charter school operations using the budget template included in Appendix IV and at <http://www.tea.state.tx.us/charter/rfas/year1budget.xls>. *The budget for the first year of charter school operations must include the period after the date that the proposed charter school will commence operations. The budget must identify all sources of funding and anticipated expenses. The private or local sources of funding must be supported by the documentation included in Attachment M. State and federal sources of funding must be supported with a written statement or schedule indicating how the amounts were derived. The expenses must be supported with a written statement indicating how the amounts were derived.*

Please note that if an escalating enrollment is planned and the annual increase in enrollment exceeds 50% of the Year 1 enrollment, a budget must be included for each year that an increase in enrollment is requested up to Year 3.

Note that only the budget template included in Appendix IV, and available in a user-friendly spreadsheet version at <http://www.tea.state.tx.us/charter/rfas/year1budget.xls>, will be accepted for the purposes of this application. For additional information to use when completing the budget template, see the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts located at <http://www.tea.state.tx.us/school/finance/index.html#audit>.

Attached.

q) Discuss the ways that the school will address anticipated growth in the areas of personnel, facility, and equipment expenditures.

The need for additional personnel will be a direct result of additional enrollment or new programs that are funded by specific grants or revenues set up for the programs. Facility and equipment expenditures that are outside the normal yearly budget process will be recommended by the Principal/CEO and approved by the BASE Board and the Somerset Academy Board.

Management Company and Other Contracted Services

r) Describe the manner in which an annual audit of the financial and programmatic operations of the program is to be conducted.

Audits will be conducted on a yearly basis to support the normal Somerset Academy, Inc fiscal year cycle.

s) *Identify any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school.*

Financial accounting, payroll and tax accounting services will be provided by John M. Sabatino, CPA.

t) Discuss the qualifications of the organization(s) and/or individual(s). Include a list of any current or former clients that were charter schools.

John M. Sabatino, CPA, has been providing financial accounting, payroll and tax accounting services to Charter Schools since Generation II schools began in 1998. His firm has provided these services to:

John H Wood Charter School

Jubilee Academic Center, Inc.
Each audit has resulted in an unqualified opinion by the independent auditors

u) Submit, as Attachment P, a copy of the negotiated service agreement(s) with any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school. *If the charter school intends to enter into such an agreement, and if the agreement is not available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date. If the charter holder does not intend to enter into such an agreement, state this in the attachment.*

Attached.

v) Identify all individuals serving on the governing body of the sponsoring entity or the governing body of the charter school who will provide any service to the proposed charter school. Note their names, their qualifications and the service(s) to be provided.

None.

w) Indicate whether the charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. If so, the provisions of TEC, Chapter 44, Subchapter B, will control in lieu of Subchapter B, Chapter 271, Texas Local Government Code.

Yes.

Financial Accounting System

The financial accounting software must enable the proposed charter school to comply with the requirements discussed in the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts. (An electronic copy of the supplement is located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.)

x) Identify and discuss the capabilities of the financial accounting software (i.e., the complete name of the software application and the software version) that the proposed charter school will use. *Include information about the following aspects of the software: the ability to track asset, liability, net asset, revenue and expense data; the ability to record and maintain the budget, including amendments, approved by the governing body of the sponsoring entity; the ability to record and maintain information regarding outstanding liabilities; and the ability to submit financial accounting data to be included in the Public Education Information Management System (PEIMS). If the applicant is aware that data will need to be exported to another software application (e.g., Lotus, MS Excel, MS Access) to be prepared for PEIMS submission, discuss the process that will be used to export the data.*

The Charter School will use QuickBooks 2003 for managing day-to-day cash transactions as well as spreadsheet applications such as Microsoft Excel for details of grant accounting.

Mr. Sabatino's firm uses Peachtree Premium Accounting 2004.
Peachtree Premium Accounting's Chart of Accounts features include all the normal account types:

Asset account types: Cash, Accounts Receivable, Other Current Assets, Other Assets, Fixed Assets & Accumulated Depreciation.

Liability account types: Accounts Payable, Other Current Liabilities, & Long-Term Liabilities.

Net Asset account types: Retained Earnings, Equity-gets closed & Equity-doesn't close.

Revenue account types: Revenue.

Expense account types: Cost of Sales & Expenses.

BUDGETS: Peachtree Premium has the capability to maintain budgets and budget amounts for each individual line item. Budgets may be revised as often as every month. There are "Budget v. Actual" reports available with several options for time frames and other presentations.

LIABILITIES: Peachtree's Accounts Payable module contains an Accounts Payable Aging Report typically broken down in current and 30-60-90 days past due.

PEIMS: All account balance information can be exported to Microsoft Excel and manipulated into sub-totals for inclusion in PEIMS reports.

EXPORTING: Peachtree allows very flexible, customizable report formats and one-click download into Microsoft Excel. Simple clicking on the "Excel" button will export whatever report data is on the screen to an Excel spreadsheet

Student Attendance Accounting

The student attendance accounting software must enable the proposed charter school to comply with the requirements discussed in the Student Attendance Accounting Handbook. For further information, refer to <http://www.tea.state.tx.us/peims/handbook/index.html>.

y) Identify the student attendance accounting software (i.e., the complete name of the software application and the software version) that the proposed charter school will use, and discuss the software's ability to produce the required reports and track student-related data required in PEIMS.

Together with over 700 school districts throughout the state, BASE will use software developed by the Regional Service Center Computer Cooperative (current version 3) for reporting attendance to TEA.

To avoid the risk of incorrect data entry, teachers will input their attendance data with GradeSpeed™, a user-friendly suite of software that teachers will use to manage grades, assignments, lesson plans, progress reports, seating charts, and attendance. The PEIMS coordinator is then be able to double check the data that teachers export to RSCCC before it is sent to TEA.

Just as in a paper grade book, the teacher has a designated location to record attendance. GradeSpeed™ offers the teacher a calendar-based place to create up to 13 codes to document attendance as well as discipline or other necessary information.

The Attendance application in RSCCC is written in such a way that it incorporates the specific regulations that apply to attendance while allowing each district the flexibility to implement various operational philosophies and methodologies. The application gives you the capability to specify an official attendance accounting period, then to maintain as many of the other attendance periods as required by local policies and practices.

Attendance features:

- Excessive absence tracking
- Multi-course period attendance
- Multi-track attendance calendars
- Perfect attendance tracking
- Period-by-period attendance posting
- Period patterns
- Single class period posting
- User-defined absence reason codes

Attendance reports:

- Attendance Proof List
- Attendance Rosters by Period/Control Number
- Campus Attendance Summary
- Class Attendance Roster
- Daily Attendance Reports I & II
- Daily Attendance Summary
- Daily Register/Weekly Summary
- Entry/Withdrawal Summary
- Letter and phone call to ensure parents' awareness

Facility Management

- z) Provide the physical address of the facility to be used by the proposed charter school and describe the facility.

The address for Brooks City-Base is: 8030 Challenger Dr., B-1156, San Antonio, TX 78235. The final location of BASE on the Brooks City-Base property has not been selected. The 1,300 acre Brooks City-Base property offers several location options including acreage available beside property the Brooks Development Authority is donating to the City of San Antonio for a sports complex. A City owned sports complex would help in meeting the sports participation desires of the students.

It is the desire of Somerset Academy and the Brooks Development Authority that the facility built for BASE will follow the exterior architectural guidelines established by the BDA. The interior of the facility will be modeled along the lines of HTH in San Diego which incorporates a very open concept through the use of glass.

The school will be designed to include properties that integrate daylighting and electrical lighting technologies, reduced noise levels with use of acoustic materials and low-noise mechanical systems, and healthy air quality, temperature, humidity levels and low-emissions materials. This reduces distractions and creates environments where students and teachers can see and communicate with one another clearly and comfortably.

- aa) Describe how the facility is currently used or how it was used in the past.

It is anticipated that this school will be of new construction as described above.

bb) Explain why the site will be a suitable facility for the proposed charter school.

Tenants of Brooks City-Base currently include Air Force science and research missions, university and business laboratories and the Air Force School of Aerospace Medicine. This is also a proposed location for the University of the Incarnate Word's new School of Pharmacy, and it already includes the University of Texas at San Antonio's Center of Excellence in Biotechnology and Bioprocessing Education and Research.

cc) Discuss plans to ensure that school facilities are accessible to disabled persons.

The facility will meet all local, state and federal ADA requirements. All teaching laboratories will be designed for wheelchair access at benches and desks.

dd) Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts of any renovations and repairs.

N/A

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

Brooks Development Authority (BDA) owns the 1,300 acre Brooks City-Base of which approximately 500 acres are suitable for new construction. BDA has identified acreage to accommodate this school as well as future academic endeavors.

ff) Submit, as Attachment Q, a copy of the negotiated lease agreement(s), deed(s) to property, or purchase agreement(s), as applicable. *If none of these documents are available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date or a statement that no lease, deed to property, or purchase agreement has been negotiated.*

A final lease agreement has not yet been negotiated. A letter from the Executive Director of the Brooks Development Authority, Mr. Tom Rumora, is attached as testament to the intent for this school to be built on the Brooks City-Base property.

gg) Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified above.

Lease will be negotiated with the Brooks Development Authority; Tom Rumora, Executive Director.

hh) Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school.

None

Transportation and Food Service

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

An open-enrollment charter school shall 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 (TEC 12 § 109).

BASE will enter into agreements with the parents of the students requiring them to provide transportation for their students. That requirement shall be part of the school's parental involvement obligation. The sponsors believe that time a parent can spend daily transporting his or her student to school is a valuable opportunity for the parent and student to strengthen their bond and share information regarding the day's activities and events at the school.

The school will ensure that transportation is not a barrier to equal access within a reasonable distance of the school, as provided in the charter legislation. The school will use a two-mile radius as defining what a reasonable distance to the school is. Transportation will be provided to any student residing within such reasonable distance if the parent(s) advises the school that he or she is unable to provide the transportation. Circumstances will certainly arise where a parent is unable to provide for his or her student's transportation to or from school. In those situations, the school will provide transportation by contracting with an independent private transportation provider.

Pursuant to federal law, the school must provide transportation to students eligible for special education and related services as required by their Individualized Education Program.

The school will contract with private carriers to provide specialized transportation for special-needs students based on their particular need.

- jj) Describe provisions for food service, if any, for students served by the charter school, including plans for free or reduced lunch and breakfast programs. *If 10% of the students qualify for free or reduced breakfast, the school is required by Texas Education Code §33.901 to provide a breakfast program for those students. For additional information, refer to <http://www.tea.state.tx.us/CNP/index.html>.*

If at least ten percent of the children in the school are eligible for free or reduced price meals, BASE will participate in the national school breakfast program provided for by the Child Nutrition Act of 1966 (42 U.S.C. Section 1773).

12. ATTACHMENTS

All attachments should be clearly referenced, numbered, and ordered exactly as indicated in the Contents and Format of Application on pages 20 and 21 of this packet.

ATTACHEMENT A

Notarized Biographical Affidavits

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc.

Full Name of Proposed Charter School: Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable): Carlos Resendez

2. Have you ever had your name changed or used another name?

No

If yes, give reason for the change:

Maiden Name (if female): _____

Other names used at any time: _____

3. State your current home address: 4835 East Beverly Mae Drive, San Antonio TX 78229

4. State your current home telephone number: (210) 614-7360

5. Education: Dates, Names, Locations and Degrees

College:

1977, UTSA, San Antonio, TX, BBA

Graduate Studies:

1980, St. Mary's Law School, San Antonio, TX, JD

Others:

6. List membership(s) in professional societies and associations:

Texas BAR Association

National Association of Public Pension Attorneys (NAPPA)

National Conference on Public Employee Retirement Systems (NCPERS)

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

DATES	EMPLOYER	ADDRESS	POSITION
2000-Pres.	Presidio Asset Management LLC	4414 Centerview Dr., Ste 226 San Antonio TX 78228	Chairman/CEO
1997-2000	The Resendez Group	4414 Centerview Dr., Ste 226 San Antonio TX 78229	Chairman/CEO
1995-1996	Nat'l Conference of Public Employee Retirement System	4414 Centerview Dr., Ste 226 San Antonio TX 78229	Executive Director
1993-1996	Texas Permanent School Fund	Austin, TX	Executive Administrator

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Presidio Asset Management LLC

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
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None

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
-------	--------------------	---------	----------

None

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

State BAR Association, Issued November 1980 – Active
NASD Series 65, Issued September 2000 – Active

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

No If yes, give details:

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. N/A

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

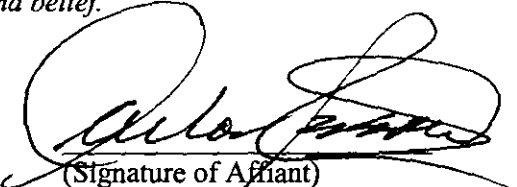
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 29th day of November, 2005.

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


(Signature of Affiant)

VERIFICATION

State of Texas
County of Bexar

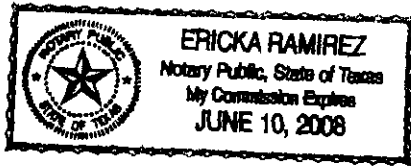
On this day, Carlos Resendez, appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 29th day of November, 2005.


(Notary Public)

My commission expires June 10, 2008

(SEAL)



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency

Check all that apply:

Member of the governing body of the sponsoring entity

It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc., a Florida not-for-profit corp.

Full Name of Proposed Charter School: Brooks Academy of Science & Engineering (BASE)

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

IF ANSWERS IS "NO" OR "NONE", SO STATE

1. Full Name (Initials Not Acceptable): Kim Marie Guilarte
2. Have you ever had your name changed or used another name? No
3. State your current home address: 10240 SW 62 Street, Miami, FL 33173
4. State your current home telephone number: 305-796-7604
5. Education: Dates, Names, Locations and Degrees: Please see attached.
6. List membership(s) in professional societies and associations: N/A
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates and officerships) for the past ten (10) years: Please see attached.
8. Present employer may be contacted: Yes
9. Former employers may be contacted: Yes
10. List all businesses or organizations of which you are a partner or in which you have a majority interest: None
11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters: N/A
12. List all previous experience with any charter school management company: N/A

13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): N/A
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No.
15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. None.
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No.
17. Will any relative within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
18. Will your spouse or any of our spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No.
20. Have you ever been adjudged bankrupt? No.
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation, or conservatorship? No.

Dated and signed this 12th day of December 2005. I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

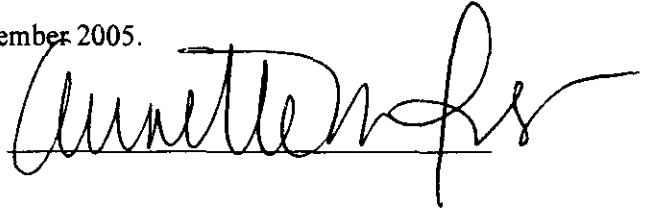


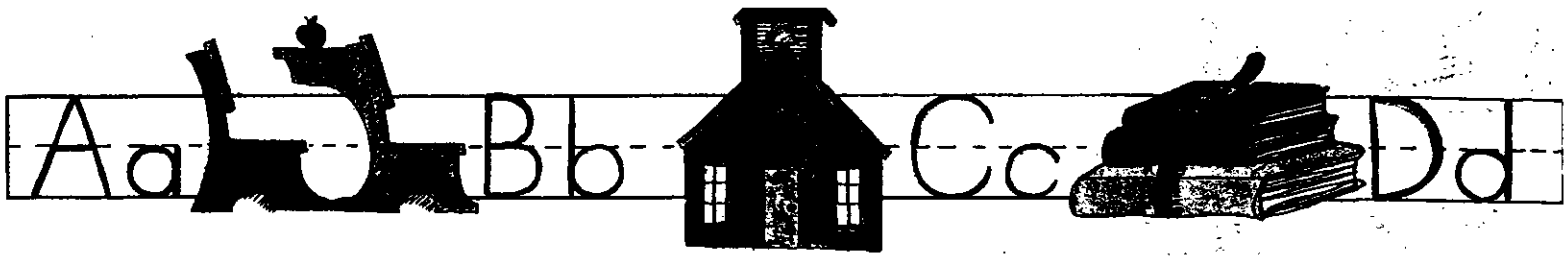
VERIFICATION

State of Florida
County of Miami-Dade

On this day, Kim Marie Guilarte, appeared before me the undersigned notary public and deposed that she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 12th day of December 2005.

A handwritten signature in black ink, appearing to read "Aunette M. [unclear]", written over a horizontal line. The signature is cursive and includes a long, sweeping flourish at the end.



Kim M. Guilarte
2830 Southwest 110th Avenue
Miami, Florida 33165
(305) 553-4268

OBJECTIVE: To obtain a position as an administrator where my teaching skills can be effectively utilized.

EDUCATION: Florida International University
Miami, Florida
Degree: Bachelor of Science - May 1994
Major: Elementary Education
Area of Concentration: ESOL
Grade Point Average: 3.6

Florida International University
Miami, Florida
Degree: Master of Science - December 1995
Major: Elementary Education
Grade Point Average: 3.9

Certification: Gifted Endorsement

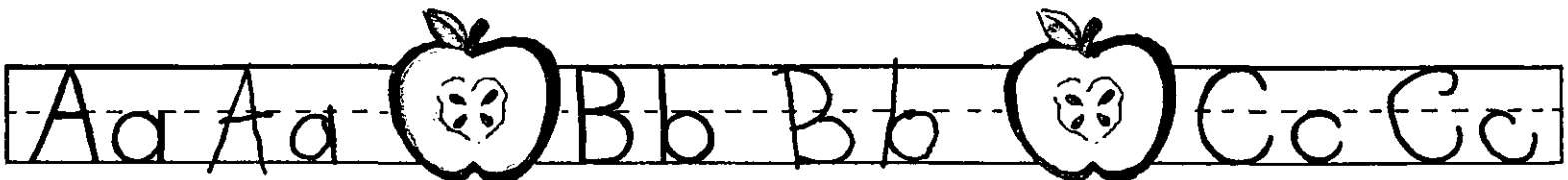
Certification in ESOL to be completed: June 1998

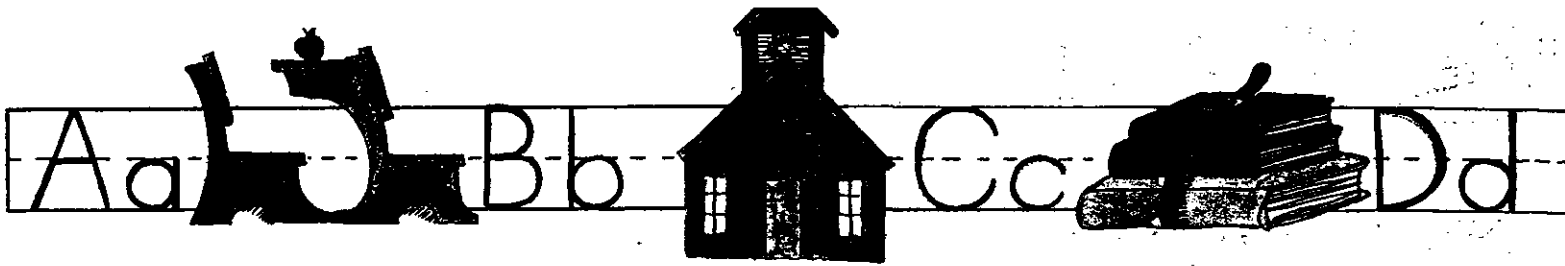
Certification in Administration to be completed: December 1998

EXPERIENCE:
10/94 - Present
5/97

Elementary Teacher
Dade County Public School System
Grade Level: Primary Gifted Teacher

Future Educators of America (FEA) Advisor
Assumed responsibility to introduce elementary students to teaching.





05/94 - 10/94

Substitute Teacher
Dade County Public School System
Grade Level: Pre-kindergarten - Fifth

01/94 - 4/94

Student Teacher
Charles R. Hadley Elementary, Miami, Florida.
Grade Level: First

09/93 - 12/93

Substitute Teacher
Dade County Public School System

09/92 - 09/93

After School Care Leader
Charles R. Hadley Elementary
Grade Level: Third

06/92 -08/92

Summer Camp Counselor
Kendall Boys and Girls Club of Miami

09/91 - 08/92

YMCA After School Care Leader
South Miami Elementary
Grade Level: Kindergarten

06/91 - 08/91

Summer Camp Counselor
Westwood Park and Recreation

HONORS:

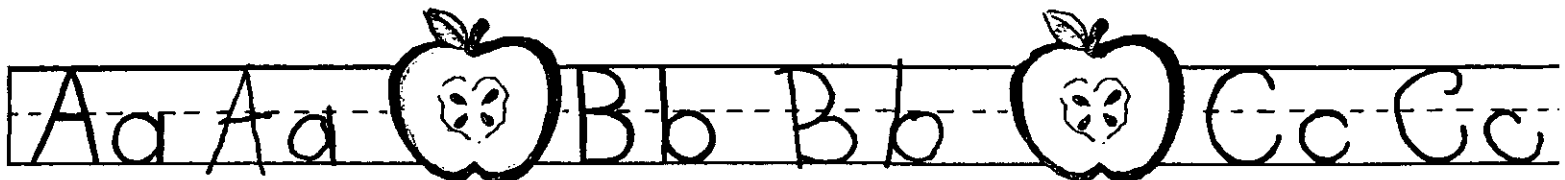
Outstanding Teacher Award (1996 - 1997)
Awarded by school principal.

KAPPA DELTA PHI
Education Honor Society

DEAN'S LIST
Florida International University (1992-1994)

REFERENCES:

Available upon request.



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity

It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)

Cynthia Anne Hanson

2. Have you ever had your name changed or used another name?

Yes

If yes, give reason for the change:

Divorce

Maiden Name (if female):

Miller

Other names used at any time:

Cynthia Anne McBurnett

3. State your current home address:

2755 CR 5710, Devine TX 78016

4. State your current home telephone number:

830-665-4873

5. Education: Dates, Names, Locations and Degrees

College:

Aug 1994 – Palo Alto College, San Antonio, Texas – Associate of Arts

May 1996 – University of Texas, San Antonio, Texas – BBA Information Systems

Graduate Studies:

Aug 1999 – Our Lady of the Lake University, San Antonio, Texas – MBA Electronic Commerce

Others:

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
2003 – Pres.	Brooks Development Authority	8030 Challenger Dr. San Antonio TX 78235	Marketing & External Relations Director
2002-2003	Texas Engineering Experiment Station (TEES)	2509 Kennedy Cir, B-125 San Antonio TX 78235	Business Manager
1997-2001	Bearing Point, Inc. (Formerly KPMG Consulting, Inc.)	14100 San Pedro, Suite 700 San Antonio, TX 78232	Senior Consultant
1996-1997	Builders Square (out of business)	Datapoint San Antonio, TX	Computer Programmer
1994-1997	University of Texas at San Antonio	6900 Loop 1604W San Antonio, TX 78249	Student

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
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None

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
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None

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this _____ day of _____, 200____.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

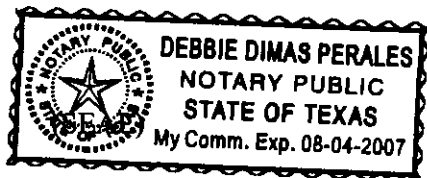
Cynthia A. Hanson
(Signature of Affiant)

VERIFICATION

State of Texas
County of Bexar

On this day, Cynthia Hanson (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 15th day of December, 2005.



Debbie Dimas Perales
(Notary Public)

My commission expires 08-04-2007

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc., a Florida not-for-profit corp.

Full Name of Proposed Charter School: Brooks Academy of Science & Engineering (BASE)

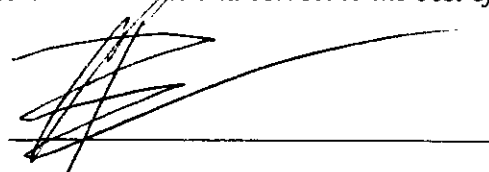
In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWERS IS "NO" OR "NONE", SO STATE

1. Full Name (Initials Not Acceptable): Victor Barroso
2. Have you ever had your name changed or used another name? No
3. State your current home address: 12583 SW 119 Place, Miami, Florida 33186
4. State your current home telephone number: 305-525-3295
5. Education: Dates, Names, Locations and Degrees: Please see attached.
6. List membership(s) in professional societies and associations: N/A
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates and officerships) for the past ten (10) years: Please see attached.
8. Present employer may be contacted: Yes
9. Former employers may be contacted: Yes
10. List all businesses or organizations of which you are a partner or in which you have a majority interest: None
11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters: N/A
12. List all previous experience with any charter school management company: N/A

13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): N/A
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No.
15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. None.
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No.
17. Will any relative within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
18. Will your spouse or any of our spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No.
20. Have you ever been adjudged bankrupt? No.
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation, or conservatorship? No.

Dated and signed this 12th day of December 2005. I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

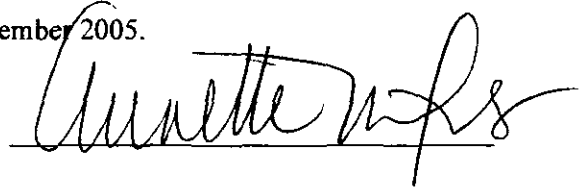
A handwritten signature in black ink, consisting of several overlapping, stylized strokes, positioned above a horizontal line.

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Victor Barroso, appeared before me the undersigned notary public and deposed that she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 12th day of December 2005.

A handwritten signature in cursive script, appearing to read "Annette M. F. S.", written over a horizontal line.

1228 West Ave. #1405
Miami Beach, Fla. 33139

305-345-5289

Victor Barroso

OBJECTIVE: Interested in a marketing position with a current or future career opportunity in management

EXPERIENCE:

10/2001 - 06/2005

Director of Marketing / Sales
L & J General (El Sembrador Foods) Miami, FI

Responsible for the marketing of the El Sembrador brand products. Called on all major corporate accounts (Publix, Winn Dixie, Wal-mart, Sedanos, etc). Negotiated and implemented a distribution agreement with White Rose Foods. This gave El Sembrador a major presence in the NE Market that today has Gross sales in excess of 3 million dollars. Took El Sembrador from servicing 6 Wal-Mart super centers to 31. This included increasing their sku count from 45 Frozen items to 145 items crossing over 4 divisions (Dairy, Deli Grocery and frozen). Negotiated with each of these divisions at the corporate level. Solely responsible for the market study, supplier search, negotiation, design, and market penetration of over 30 new El Sembrador branded items. Assisted in the management of 25 DSD salespersons. Coordinated and attended food exhibits.

11/1994 - 09/2001

Managing Director
Herculete Ltd. Miami, FI

Collaborated in the start-up, financing, and launch of a company established to develop and market a patented lightweight concrete as well as several construction systems utilizing the patented material. Managed day-to-day operations including marketing, advertising, promotions and customer relations. Kept corporate records and managed licensing activities and patent and trademark applications. Coordinated the establishment of Internet presence and its servicing. Negotiated with merger partners.

10/1990 - 10/1994

Account Manager
Trecom Business Systems NY, NY

Sold and maintained computer consulting services to financial institutions such as Merrill Lynch, Nomura Securities, J.P. Morgan, and Bank of Tokyo. Developed new clients as well as maintained, managed, and increased existing client base. Identified technical and organizational environments of client companies and called on all management levels. Responsible for all account activities including client presentations, entertainment, problem resolution, and non-technical supervision of consultants. Consistently exceeded sales and marketing quotas.

9/1988 - 9/1990

General Manager
Cellular Communications Network Miami, FI

In charge of day-to-day operations including advertising, promotions and recruiting of sales and administrative staff. Consistently exceeded individual sales quotas, which generated leads and produced additional sales. Routinely top account executive.

2/1984 - 8/1988
Divisional Sales Manager
Bally Corporation Miami, Fl

Managed and maintained the entire sales staff. Sales responsibilities included meeting daily membership quotas in excess of \$20,000. Recruiting and training sales representatives coordinated sales promotion contests and company incentives. Responsible for all administration and maintenance.

COMMUNITY ACTIVITIES:

7/2000 - Present
Chairman
Doral Academy Inc. Doral, Fl

Volunteer member of the board of a not-for-profit public charter school organization established to provide K-12th grade education programs in the City of Doral. Doral Academy offers one of the highest achieving and most sought after charter school programs in Florida. Sponsored by Miami-Dade County Public School system, Doral Academy offers four charter school programs that serve approximately 3,000 students. As chair of the board, I have participated in guiding the organization through a period of rapid expansion while ensuring a quality educational product.

EDUCATION: 5/1986 Florida International University (FIU) US-Fl.-Miami
Bachelor's Degree

REFERENCES:

Reference Name: Fernando Zulueta
Reference Company: Academica Corporation
Reference Title: President
Phone: 305-796-5709
Email: [REDACTED]

Reference Name: Brett Beveridge
Reference Company: Nextel Communications
Reference Title: President (Retail Operations)
Phone: 305-358-8255
Email: [REDACTED]

Reference Name: Luis Hernandez
Reference Company: El Sembrador Foods
Reference Title: President
Phone: 786-258-2233
Email: laherna@elsembrador.com

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc

Full Name of Proposed Charter School Brooks Academy Science and Engineering

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

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

1. Full Name (Initials Not Acceptable) Dr. Ruth Jacoby

2. Have you ever had your name changed or used another name?

Yes

If yes, give reason for the change: Got

Married

Maiden Name (if female):

Strauss

Other names used at any time:

none

3. State your current home address: 9866 NW 19 Street Coral Springs Fl
33071

4. State your current home telephone number: 954 755
7978

5. Education: Dates, Names, Locations and Degrees

College: Brooklyn College, Brooklyn, New York Jan. 1971 B.S. Elementary Education and
Early Childhood Education

Graduate Studies: Brooklyn College, Brooklyn New York MS Special Needs Education Summer 1971

Nova Southeastern University Ft. Lauderdale, Florida
Jan. 1995, Ed.D. Child and Youth Studies Birth through Eighteen

Others:

6. List membership(s) in professional societies and associations: ASCD Association for Supervision and Curriculum Development
Florida Consortium of Charter Schools

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

DATES	EMPLOYER	ADDRESS
<u>1997-present</u>	<u>Somerset Schools</u>	<u>12425 53St Miramar Fl</u> <u>20801 Johnson St Pembrook Pines Fl</u> <u>3788 Davie Road Davie Fl,</u>
<u>Author</u>	<u>School-Talk Inc</u>	<u>POBox 8405 Coral Springs, Fl</u>
<u>Adjunct Professor</u>	<u>Nova Southeastern Univ.</u>	<u>Ft Lauderdale, Fl</u>

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

School-Talk partner

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS
<u>1997-present</u>	<u>Somerset Academies of Broward County, Fla</u>	<u>Above</u>
<u>Principal</u>		

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS
POSITION __ 1997-present	Academica is the management company	6255 Bird Road Miami, Fl

13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): State Certification to teach in the state of Florida in Elementary Educ, Early Childhood Educ, and Special Needs _____

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? YES If so, please state the compensation you expect to receive. \$86,000
 Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.
None

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

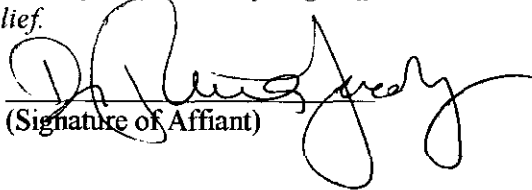
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

20. Have you ever been adjudged bankrupt? NO If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employec, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

22. Dated and signed this 14 day of February, 2005
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

VERIFICATION

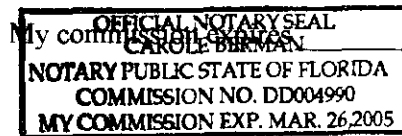
State of FLORIDA
County of BROWARD

On this day, RUTH JACOBY (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 14 day of FEBRUARY, 2005.


(Notary Public)

(SEAL)



APPROVED DURING CONTINGENCY PROCESS

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Alejandra Salima Jacquinet
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
Marriage
Maiden Name (if female):
Abello
Other names used at any time:
not applicable
3. State your current home address:
4475 Nautilus Drive Miami Beach, FL 33140
4. State your current home telephone number:
(305) 538-3027
5. Education: Dates, Names, Locations and Degrees
College:
Fashion Institute of Technology NYC, NY
Graduate Studies:
University of Miami Coral Gables, FL
Others:
Not applicable

6. List membership(s) in professional societies and associations:

Governing board member of Doral Academy and Somerset Academy

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

DATES	EMPLOYER	ADDRESS	POSITION
Present-2000	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Lead Teacher
2000-1998	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Teacher
1998-1997	Somerset Academy	Miramar, FL	Teacher
1997-1996	Ethel Koger Beckham Elem.	Miami, FL	Teacher

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Not applicable

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
1998-1997	Somerset Academy	Miramar, FL	Teacher
Present	Somerset Academics	Broward County, FL	Board Member
Present-1998	Mater Academy	Hialeah Gardens, FL	Lead Teacher
Present	Doral Academics	Doral area, FL	Board Member

12. List all previous experience with any charter school management company:

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

State of Florida Department of Education Professional Educator's Certificate Elementary Education (grades 1-6) English Speakers of other Languages Endorsement July 1, 2004-June 30, 2009

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. None
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. Not applicable

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 19th day of April, 2006

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

Alejandra Salima Jacquinet
(Signature of Affiant)

VERIFICATION

State of Florida

County of Miami-Dade

On this day, Alejandra Salima Jacquinet (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19 day of April, 2006

Annette M Frances
(Notary Public)

(SEAL)



Annette M Frances
My Commission DD185670
Expires February 20, 2007

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer

State Position as defined in TEC, §2.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)

Alejandra Salima Jacquinet

2. Have you ever had your name changed or used another name?

Yes

If yes, give reason for the change:

Marriage

Maiden Name (if female):

Abello

Other names used at any time:

not applicable

3. State your current home address:

4475 Nautilus Drive Miami Beach, FL 33140

4. State your current home telephone number:

(305) 538-3027

5. Education: Dates, Names, Locations and Degrees

College:

Fashion Institute of Technology NYC, NY

Graduate Studies:

University of Miami Coral Gables, FL

Others:

Not applicable

6. List membership(s) in professional societies and associations:
Governing board member of Doral Academy and Somerset Academy

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

DATES	EMPLOYER	ADDRESS	POSITION
Present-2000	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Lead Teacher
2000-1998	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Teacher
1998-1997	Somerset Academy	Miramar, FL	Teacher
1997-1996	Ethel Koger Beckham Elem.	Miami, FL	Teacher

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Not applicable

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
1998-1997	Somerset Academy	Miramar, FL	Teacher
Present	Somerset Academys	Broward County, FL	Board Member
Present-1998	Mater Academy	Hialeah Gardens, FL	Lead Teacher
Present	Doral Academys	Doral area, FL	Board Member

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
Present-1997	Academica	6255 Bird Rd. Miami, FL 33155	Employee

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

State of Florida Department of Education Professional Educator's Certificate Elementary Education (grades 1-6) English Speakers of other Languages Endorsement July 1, 2004-June 30, 2009

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes If so, please state the compensation you expect to receive. None
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. Not applicable

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 16th day of February,
2004.

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

Jalima Jacquinet
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Alejandra Salma Jacquinet (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of February,
200 5.



Annette M Frances
My Commission DD185870
Expires February 20, 2007

(SEAL)

Annette M Frances
(Notary Public)

My commission expires 2/20/07

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc

Full Name of Proposed Charter School Brooks Academy of Science and technology

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

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

1. Full Name (Initials Not Acceptable) Hui Fang Huang "Angie" Su

2. Have you ever had your name changed or used another name? Dr. Angie Su
If yes, give reason for the change: I used this name for ease of pronunciation
Maiden Name (if female): Hui Fang Huang
Other names used at any time:

3. State your current home address: 2150 Areca Palm Road, Boca Raton, FL 33432

4. State your current home telephone number: 561-391-8923

5. Education: Dates, Names, Locations and Degrees

Doctor of Education 1988 - 1991 (7/91). Nova University, Ft. Lauderdale, FL
Major: Early and Middle Childhood

Master of Science 1978 - 1979. Texas A & M University, College Station, TX
Major: Computer Science (Industrial Engineering)
Minor: Human Factor Engineering
(Degree Candidate)

Master of Education 1977 - 1978 (8/78). Texas A & M University, College Station, TX.
Kappa Delta Pi
Major: Curriculum and Instruction

Bachelor of Arts 1974 - 1977 (8/77). Brooklyn College of CUNY, Brooklyn, NY
 Cum Laude
 Major: Elementary Education

List membership(s) in professional societies and associations:

- 2004 - Present:** Member, Florida Association of Mathematics Teacher Educators
- 2003 – Present:** Member, Florida Association of Teacher Educators
- 2003 – Present:** Member, U.S. Secretary of Education’s Math and Science Initiative Summit
- 2003 – Present:** Member, Florida Consortium of Charter Schools
- 2003 – Present:** Member, Magnet School of America
- 2002 – Present:** Member, Text and Authors Association
- 1997 - Present:** Member, Florida Association of Mathematics Supervisors
- 4/2000 - Present:** Member, Board of Directors, treasurer, and director Soroptomist International.
- 1997 - 2001:** Member of the WOGI Project “Underrepresented Gifted Populations” Work Group (FL D.O.E. and Univ. of South FL).
- 1996 - Present:** Member of the Florida Comprehensive Assessment Test Bias Review Committee (math, reading, and science) and Mathematics Item Bank Writing Committee for the Florida Department of Education and Palm Beach County School District.
- 1997 - Present:** Member of the Fourth Grade Writing Assessment Advisory Committee for the Florida Department of Education (Developed writing prompts for Florida Writes Test).
- 1997 - Present:** Member of the Florida Mathematics Presidential Awardees Association.
- 1997 - 06/01:** Member of the Palm Beach County Council of Teachers of Mathematics
- 1997 - Present:** Member of the Florida Council of Teachers of Mathematics
- 1997 - Present:** Member of the National Council of Teachers of Mathematics.
- 1998 - Present:** Member of the National Council of Supervisors of Mathematics (NCSM)
- 2000 - Present:** Member of the Association for Supervision and Curriculum Development
- 1998 - 2001:** Member of the Florida Association for Staff Development

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

DATES	EMPLOYER	ADDRESS	POSITION
2001 – Present	Nova Southeastern University	1750 NE 167 th St. NMB, FL 33162	Professor
1996 – 2001	School District of Palm Beach County, FL	Forest Hill Blvd., WPB,	Specialist
1985 – 1996	School District of Palm Beach County, FL	Pine Grove., Delray BCH, FL	Teacher.

7. Present employer may be contacted: x Yes No

8. Former employers may be contacted: x Yes No

9. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Project MIND, Inc®

10. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
1996 – Present	Somerset Charter Schools	6255 Bird Road, Miami, Florida 33155	Board Member

11. List all previous experience with any charter school management company:

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

Certification:

Educational Leadership
Elementary Education
ESOL
Gifted
Principal's Certificate (eligible for a principal's position)

Training Certification:

State Approved Observer of the Florida Performance Measurement System (FPMS)

Clinical Education

Facilitative Leadership

Preparing New Principals Phase II

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes If so, please state the compensation you expect to receive. Math teacher training workshop
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

14. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details:

15. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

16. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details:

17. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

18. Have you ever been adjudged bankrupt? NO If so, give details:

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

Dated and signed this _____ day of _____, 200____.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


H. Z. Su
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Hui Fang Huang "Angie" Su (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of February
2005.

 Annette M Frances
My Commission DD185870
Expires February 20, 2007

(SEAL)

Annette M Frances
(Notary Public)

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable) LaGarie Lynn Woodward
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
married
Maiden Name (if female):
Wickes
Other names used at any time:
None
3. State your current home address: 9821 SW 16 Street, Pembroke Pines, FL 33025
4. State your current home telephone number: 954-437-6562
5. Education: Dates, Names, Locations and Degrees
College: 1987, Art Institute of Ft. Lauderdale, FL. Associate of Science
Graduate Studies: Commercial Art, Advertising Design
Others: Currently enrolled since 2003 at Lynn University for a B. S. in Elementary Education
6. List membership(s) in professional societies and associations:
None

- List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

DATES	EMPLOYER	ADDRESS	POSITION
1990 – current	Parkway Christian School	1200 s Fiamingo rd. Davie, FL.	art teacher
2003-2004	Somerset Academy	20801 Johnson st. Pemb. Pines, FL.	L.E.A.P. program
1987 – 1989	Image Factory	Miami, FL.	advertising layout & design
1985 – 1987	Joan Cook, Co.	Ft. Lauderdale, FL.	art dept.

- Present employer may be contacted: X Yes No

- Former employers may be contacted: X Yes No

- List all businesses or organizations of which you are a partner or in which you have a majority interest.
none

- List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
1997 – current	Somerset Academy	20801 Johnson st. Pemb. Pines, FL.	Parent volunteer
2001 – current	Somerset Academy	20801 Johnson st. Pemb. Pines, FL.	board member
2003 – 2004	Somerset Academy	20801 Johnson st. Pemb. Pines, FL.	L.E.A.P. program

- List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
2001	Somerset Academy, Inc.	Miami, FL.	member of governing board – not employee

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

none

- During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

NO If yes, give details: _____

9. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. _____ Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

10. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details:

11. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

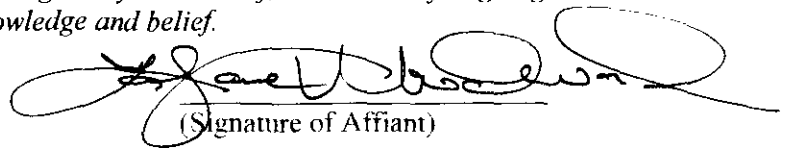
12. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details:

13. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

14. Have you ever been adjudged bankrupt? NO If so, give details:

15. Have you ever been an officer, director, trustee, investment committee member, key employec, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in reccivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 15 day of FEBRUARY, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

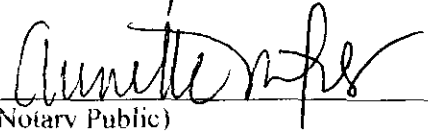
VERIFICATION

State of Florida
County of Miami-Dade

On this day, Lagane Lynn Woodward (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16 day of February, 2005.


(SEAL) Annette M Frances
My Commission DD185870
Expires February 20, 2007


(Notary Public)

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc

Full Name of Proposed Charter School : Brooks Academy of Science and Technology

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

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

1. Full Name (Initials Not Acceptable) Susie Noemi Dopico

2. Have you ever had your name changed or used another name? No
If yes, give reason for the change: Marriage
Maiden Name (if female): Susie Noemi Sanchez
Other names used at any time: Noemi Susana Sanchez

3. State your current home address: 3908 S.W. 143 Place

4. State your current home telephone number: 305-220-9317

5. Education: Dates, Names, Locations and Degrees
College: Mami Dade Community College. Grad 8/86 Miami, Fl. Associates in Arts
Florida International University Grad. 12/88 Miami, Fl. Bachelor of Science

Graduate Studies: Florida International University Grad. 12/92 Miami, Fl. Master of Science
Nova Southeastern University 3/99 Miami, Fl, Certification in Leadership
Nova Southeastern University 8/ 03 - Present Doctorate in Educational
Leadership-In Progress

Others: _____

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
7/01-Present	Pinecrest Preparatory Academy	14301 S.W. 42 Street, Miami, Fl.	Principal
4/04 - Present	Somerset Academy, Inc.	20803 Johnson Street, P. Pines, Fl.	Board Member
7/00-7/01	Doral Academy Charter School	2173 S.W. 99 Avenue Miami, Fl	Asst. Principal
8/96 - 7/00	Wesley Matthews Elem.	12345 S.W. 18 Terr. Miami, Fl.	Teacher

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
7/01-Present	Pinecrest Preparatory Academy	14301 S.W. 42 Street, Miami, Fl.	Principal
4/04 - Present	Somerset Academy, Inc.	20803 Johnson Street, P. Pines, Fl	Board Member
7/00-7/01	Doral Academy Charter School	2173 S.W. 99 Avenue Miami, Fl	Asst. Principal

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 16th day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Susie Dapico
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Susie Dapico (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of February,
2005.

(SEAL)  Annette M Frances
My Commission DD185870
Expires February 20, 2007

Annette M Frances
(Notary Public)

My commission expires 2/20/07

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Dina Miller

2. Have you ever had your name changed or used another name?
yes
If yes, give reason for the change:
married
Maiden Name (if female):
Berman
Other names used at any time:

3. State your current home address:
1343 Camellia Circle, Weston, FL 33326

4. State your current home telephone number:
954.384.8306

5. Education: Dates, Names, Locations and Degrees
College:
Florida International University, B.S. Elementary Education 1992
Graduate Studies:
Nova Southeastern University Masters Educational Leadership 6/05 (up and coming)
Others:

6. List membership(s) in professional societies and associations:

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

DATES POSITION	EMPLOYER	ADDRESS
2000-current	Lead Teacher Somerset Academy	3788 Davie Road, Davie, FL 33314
1998-2000	Teacher Bright Horizons, Motorola	Sunrise, Florida
1998-2000	Teacher Tequesta Trace Community School	Weston, Florida
1992-1997	Teacher Broward County Public Schools	Lauderhill, Florida

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES POSITION	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS

12. List all previous experience with any charter school management company:

DATES POSITION	MANAGEMENT COMPANY	ADDRESS

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

Certification from the State of Florida in Elementary Education (1-6), ESOL

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? yes If so, please state the compensation you expect to receive. Annual Salary

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? Yes If so, give details:

Employed as a teacher on another campus

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? yes If so, give details: Teacher

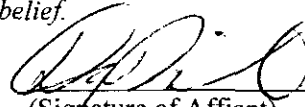
Annual Salary

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

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

Dated and signed this 23rd day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

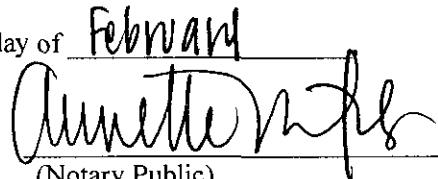
VERIFICATION

State of Florida
County of Miami-Dade

On this day, Dina Miller (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23 day of February, 2005.


Annette M Frances
My Commission DD185670
Expires February 20, 2007
(SEAL)


(Notary Public)

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)

Anthony James Taibi

2. Have you ever had your name changed or used another name?

No

If yes, give reason for the change:

Maiden Name (if female):

Other names used at any time:

3. State your current home address:

1080 SW 177th Way, Pembroke Pines, FL, 33029

4. State your current home telephone number:

(954) 437-5920

5. Education: Dates, Names, Locations and Degrees

College:

1998 William Paterson University, Wayne NJ, Bachelor of Arts

Graduate Studies:

2000 Nova Southeastern University, Fort Lauderdale FL, Master of Science / Education

Others:

2004 Nova Southeastern University, Fort Lauderdale FL, Educational Specialist / Educational Leadership

6. List membership(s) in professional societies and associations:

FHSAA (Florida High School Athletic Association)

ASCD (Association for Supervision and Curriculum Development)

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

DATES	EMPLOYER	ADDRESS	POSITION
1992-1998	YWCA	Ridgewood, NJ	Swim Instructor, Coach, Lifeguard Trainer
1998-2001	Our Lady Queen of Martyrs Catholic School	Fort Lauderdale, FL	Teacher, Coach
2001-2003	Somerset Academy Charter School	Pembroke Pines, FL	Teacher, After-School Director
2003-2005	Somerset Academy Charter School	Pembroke Pines, FL	Assistant Principal

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
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12. List all previous experience with any charter school management company:

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

Professional Certification, State of Florida

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes If so, please state the compensation you expect to receive. Annual Salary _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? Yes If so, give details:
Spouse works as FCAT Tutor

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details: _____

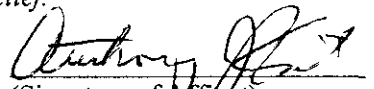
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 23rd day of February, 2005.

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


(Signature of Affiant)

VERIFICATION

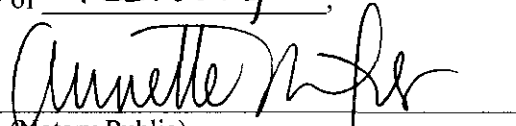
State of Florida
County of Miami - Dade

On this day, Anthony J. Taibi (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23rd day of February, 2005.



Annette M Frances
My Commission DD185870
Expires February 20, 2007


(Notary Public)

(SEAL)

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)

Bernardo Montero

2. Have you ever had your name changed or used another name?

no

If yes, give reason for the change:

Maiden Name (if female):

Other names used at any time:

none

3. State your current home address:

18721 SW 28th Court, Miramar, FL 33029

4. State your current home telephone number:

786.367.2135

5. Education: Dates, Names, Locations and Degrees

College:

1992 B.A. Bowdoin College

Graduate Studies:

2002 M.S. Nova Southeastern University

Others:

6. List membership(s) in professional societies and associations:

none

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

DATES	EMPLOYER	ADDRESS	POSITION
1993 - 2001	Miami Dade County Public Schools	1500 Biscayne Blvd., Miami, FL 33132	Teacher
2002-2003	Doral Academy Middle/High School	11100 NW 27th Street, Miami, FL 33172	Ass't Principal
2003-2004	Doral Academy Middle School	11100 NW 27th Street, Miami, FL 33172	Principal
2004-present	Somerset Academy Charter School	20803 Johnson Street, Pembroke Pines, FL	Principal

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

none

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
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12. List all previous experience with any charter school management company:

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

Certification from the State of Florida in Social Science 9-9, Educational Leadership K-12, ESOL

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? yes If so, please state the compensation you expect to receive. annual salary
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? no If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? no If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? no If so, give details: _____

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? no If so, give details:

20. Have you ever been adjudged bankrupt? no If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? no If so, give details:

Dated and signed this 23rd day of February, 2005.

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

Bernardo Montero
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, 23 Bernardo Montero (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23 day of February, 2005.



Annetta M Frances
My Commission DD185870
Expires February 20, 2007

(SEAL)

Annetta M Frances
(Notary Public)

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)

Shannine Sadesky

2. Have you ever had your name changed or used another name?

no

If yes, give reason for the change:

no

Maiden Name (if female):

no

Other names used at any time:

Shannine Sadesky-Hunt

3. State your current home address:

1809 SW 14th Court, Ft. Lauderdale, FL 33312

4. State your current home telephone number:

954-524-0970

5. Education: Dates, Names, Locations and Degrees

College:

8/1996 - 1/97 American University, Washington, DC, B.A. Elementary Education

Graduate Studies:

8/02 - 9/03 Nova Southeastern University, Davie, FL, M.S. Educational Leadership

Others:

6. List membership(s) in professional societies and associations:
Golden Key National Honor Society
-

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

DATES POSITION	EMPLOYER	ADDRESS
8/2003- present	Elementary Principal, Somerset Academy	20801 Johnson Street, Pembroke Pines, Florida 33029
8/2001	Assistant Principal, Somerset Academy	20801 Johnson Street, Pembroke Pines, Florida 33029
8/98 - 8/01	Lead Teacher, Somerset Academy	12425 SW 53rd Street, Miramar, FL 33027
8/97 - 8/98	Elementary Teacher Somerset Academy	12425 SW 53rd Street, Miramar, FL 33027

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
-
-
-

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES POSITION	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS
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12. List all previous experience with any charter school management company:

DATES POSITION	MANAGEMENT COMPANY	ADDRESS
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13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Certification from the State of Florida in

Elementary Education (1-6), Educational Leadership, and ESOL Endorsement

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? yes If so, please state the compensation you expect to receive. Annual Salary
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:
Employed as a teacher on another campus

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

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

Dated and signed this 23rd day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

S. Sadosky
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami - Dade

On this day, Sherine Sadosky (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23rd day of February, 2005.

Annette M Frances
(Notary Public)

(SEAL) Annette M Frances
My Commission DD186670
Expires February 20, 2007

My commission expires 2/20/07

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer: _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable) Kelly Mallon Linaje

2. Have you ever had your name changed or used another name? Yes
If yes, give reason for the change: Marriage
Maiden Name (if female): Mallon
Other names used at any time: _____

3. State your current home address: 6511 SW 18th Terrace, Miami, FL 33155

4. State your current home telephone number: (305) 525-6257

5. Education: Dates, Names, Locations and Degrees
College: 1995 – 2000 / Florida State University / English Major
Graduate Studies: n/a
Others: n/a

6. List membership(s) in professional societies and associations: _____

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

DATES	EMPLOYER	ADDRESS	POSITION
<u>2/2002</u>	<u>Academica Corporation</u>	<u>6255 Bird Road, Miami, FL 33155</u>	<u>Operations Manager</u>
<u>8/1999</u>	<u>Sloppy Joe's</u>	<u>Tallahassee, FL</u>	<u>Manager</u>

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2004 – present	Mater Academy, Inc.	6255 Bird Road, Miami, FL 33155	Corporate Secretary
2004 – present	Pinecrest Academy, Inc.	6255 Bird Road, Miami, FL 33155	Corporate Secretary
2004 – present	Doral Academy, Inc.	6255 Bird Road, Miami, FL 33155	Corporate Secretary
2004 – present	Doral Academy High School, Inc.	6255 Bird Road, Miami, FL 33155	Corporate Secretary

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
2/2002 - present	Academica Corporation	6255 Bird Road, Miami, FL 33155	Operations Manager

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes If so, please state the compensation you expect to receive. \$0.00 from school or sponsoring entity
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. None

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details: _____

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details: _____

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details: _____

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details: _____

20. Have you ever been adjudged bankrupt? No If so, give details: _____

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details: _____

Dated and signed this 22nd day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

K Mallon Linaje
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Kelly Mallon Linaje (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 22nd day of February, 2005.

Annette M Frances
(Notary Public)

(SEAL)

My commission expires 2/20/07



Annette M Frances
My Commission DD185670
Expires February 20, 2007

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Cynthia Anne Hanson

2. Have you ever had your name changed or used another name?

Yes

If yes, give reason for the change:

Divorce

Maiden Name (if female):

Miller

Other names used at any time:

Cynthia Anne McBurnett

3. State your current home address:
2755 CR 5710, Devine TX 78016

4. State your current home telephone number:
830-665-4873

5. Education: Dates, Names, Locations and Degrees

College:

Aug 1994 – Palo Alto College, San Antonio, Texas – Associate of Arts

May 1996 – University of Texas, San Antonio, Texas – BBA Information Systems

Graduate Studies:

Aug 1999 – Our Lady of the Lake University, San Antonio, Texas – MBA Electronic Commerce

Others:

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
2003 – Pres.	Brooks Development Authority	8030 Challenger Dr. San Antonio TX 78235	Marketing & External Relations Director
2002-2003	Texas Engineering Experiment Station (TEES)	2509 Kennedy Cir, B-125 San Antonio TX 78235	Business Manager
1997-2001	Bearing Point, Inc. (Formerly KPMG Consulting, Inc.)	14100 San Pedro, Suite 700 San Antonio, TX 78232	Senior Consultant
1996-1997	Builders Square (out of business)	Datapoint San Antonio, TX	Computer Programmer
1994-1997	University of Texas at San Antonio	6900 Loop 1604W San Antonio, TX 78249	Student

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
None			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
None			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 19th day of April, 2006.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Cynthia A. Hanson
(Signature of Affiant)

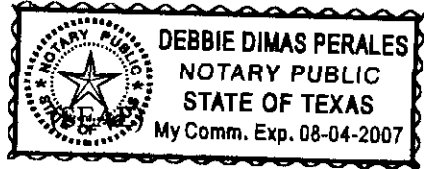
VERIFICATION

State of Texas
County of Bexar

On this day, Cynthia Hanson (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of April, 2006.

Debbie Dimas Perales
(Notary Public)



My commission expires 08-04-2007

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Cynthia Anne Hanson
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
Divorce
Maiden Name (if female):
Miller
Other names used at any time:
Cynthia Anne McBurnett
3. State your current home address:
2755 CR 5710, Devine TX 78016
4. State your current home telephone number:
830-665-4873
5. Education: Dates, Names, Locations and Degrees
College:
Aug 1994 – Palo Alto College, San Antonio, Texas – Associate of Arts
May 1996 – University of Texas, San Antonio, Texas – BBA Information Systems
Graduate Studies:
Aug 1999 – Our Lady of the Lake University, San Antonio, Texas – MBA Electronic Commerce
Others:

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
10/03- Pres	Brooks Development Authority	8030 Challenger Dr.	San Antonio TX 78235
01/02- 09/03	Texas Engineering Experiment Station	2509 Kennedy Cir, B-125	San Antonio TX 78235
06/97- 12/01	Bearing Point, Inc. (Formerly KPMG Consulting, Inc.)	14100 San Pedro, Suite 700	San Antonio, TX 78232
06/96- 06/97	Builders Square (out of business)	Datapoint	San Antonio, TX
09/94- 05/97	Student - University of Texas at San Antonio	6900 Loop 1604W	San Antonio, TX 78249

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
None			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
None			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No_ If so, give details:

Dated and signed this 18 day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

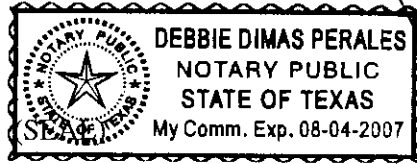
Cynthia A. Hanson
(Signature of Affiant)

VERIFICATION

State of Texas
County of Brewer

On this day, Cynthia A. Hanson (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 18 day of February, 2005.



Debbie Dimas Perales
(Notary Public)

My commission expires 08-04-2007

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
George Pedraza
2. Have you ever had your name changed or used another name?
No
If yes, give reason for the change:

Maiden Name (if female): _____
Other names used at any time: _____
3. State your current home address: 220 W. Mulberry Ave., San Antonio TX 78212
4. State your current home telephone number: 210-731-9868
5. Education: Dates, Names, Locations and Degrees
College:
1987, UTSA, San Antonio, TX, BA-Political Science
Graduate Studies:
1989, University of Pennsylvania, Philadelphia, PA, Master of City Planning
1990, Syracuse university, Syracuse, NY, Master of Public Administration
Others:

6. List membership(s) in professional societies and associations:

N/A

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

DATES	EMPLOYER	ADDRESS	POSITION
2001-Pres.	UBS Financial Services Inc.	200 Concorde Plaza, Ste 300 San Antonio TX 78216	Vice President
2001-Pres.	Re-Emerging markets of America, LLC.. (self-employed)	220 W. Mulberry Ave. San Antonio TX 78212	President
19991-2001	City of San Antonio	P. O. Box 839966 San Antonio, TX 78283	Assistant to the City Manager
1993-1998	JP Morgan Chase Bank	1020 NE Loop 410 San Antonio, TX 78209	Senior Vice President

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Re-Emerging Markets of America, LLC, 51% Partner
125 North San Marcos, LLC, 50% Partner

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
<u>None</u>			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
<u>None</u>			

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

Series 7 and 63, NASD, 1993, Currently Active

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
 Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

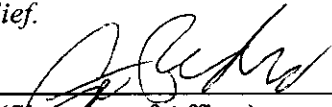
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 19th day of April, 2006
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

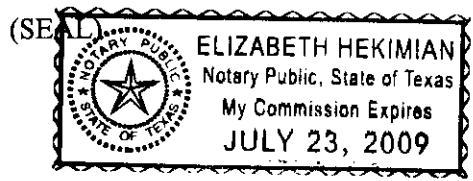
VERIFICATION

State of Texas
County of Bexar

On this day, George Pedraza (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of April, 2006.


(Notary Public)



My commission expires July 23, 2009

Revised during contingency

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity _____ Somerset Academy Inc. _____

Full Name of Proposed Charter School Brooks Academy of Science & Engineering _____

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

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

1. Full Name (Initials Not Acceptable) _____ George V. Pedraza _____
2. Have you ever had your name changed or used another name? _____ No _____
If yes, give reason for the change: _____
Maiden Name (if female): _____
Other names used at any time: _____
3. State your current home address:
220 W. Mulberry Ave., San Antonio, Texas 78212 _____
4. State your current home telephone number:
(210) 731-9868 _____
5. Education: Dates, Names, Locations and Degrees
College:
1987, UTSA, San Antonio, TX, BA-Political Science _____
Graduate Studies:
1989, University of Pennsylvania, Philadelphia, PA, Master of City Planning
1990 Syracuse University, Syracuse, NY Master of Public Administration
Others: _____
6. List membership(s) in professional societies and associations:
N/A _____

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

DATES	EMPLOYER	ADDRESS	POSITIONS
2001-Present	UBS Financial Services, Inc.	200 Concord Plaza Suite 300 San Antonio, TX 78216	Vice President
2001-Present	ReEmerging Markets of America, LLC (self-employed)	220 W. Mulberry Ave. San Antonio, Texas 78212	President
1999-2001	City of San Antonio	P.O. Box 839966 San Antonio, Texas 78283-3966	Assistant to the City Mgr.
1993-1998	JP Morgan Chase Bank	1020 NE Loop 410 San Antonio, TX 78209	Senior Vice President

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

ReEmerging Markets of America, LLC, 51% Partner
125 North San Marcos, LLC 50% Partner

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
	N/A		

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
	N/A		

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

Series 7 and 63, NASD, 1993, Currently Active

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. _____
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details: _____
17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details: _____
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details: _____
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details: _____
20. Have you ever been adjudged bankrupt? No If so, give details: _____
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details: _____

Dated and signed this 17th day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

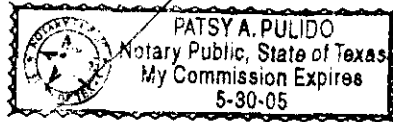
[Signature]
(Signature of Affiant)

VERIFICATION

State of TEXAS
County of BEXAR

On this day, George V PEDRAZA (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 17 day of February, 2005.



(SEAL)

[Signature]
(Notary Public)

My commission expires 5-30-05

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science & Engineering

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

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

1. Full Name (Initials Not Acceptable)
James Darryl Byrd

2. Have you ever had your name changed or used another name?
No

If yes, give reason for the change:

Maiden Name (if female):

Other names used at any time:

3. State your current home address:
2602 Fairfield Bend, San Antonio, TX 78231

4. State your current home telephone number:
210-764-8315

5. Education: Dates, Names, Locations and Degrees

College:

Hampton University - 1990 Bachelor of Arts/Political Science

Graduate Studies:

Clemson University - 1992 Masters Degree/City & Regional Planning

Others:

6. List membership(s) in professional societies and associations:

American Institute of Certified Planners (AICD)

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

DATES	EMPLOYER	ADDRESS
2000-Present	Vice President - Medallion Homes	6929 Camp Bullis Rd. San Antonio, TX 78256
1996-2000	Real Estate Manager - SA Development Agency	1400 S. Flores San Antonio, TX 78204
1994-1996	Asst. Director - NHS Savannah	Savannah, GA

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS
	N/A	

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS
	N/A	

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

N/A

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? _____ If yes, give details:

NO

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. _____

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

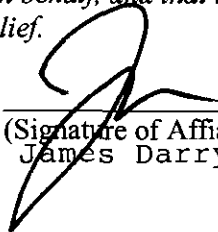
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: _____

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

20. Have you ever been adjudged bankrupt? NO If so, give details:

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

Dated and signed this 16th day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.



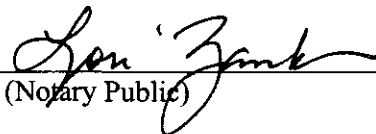
(Signature of Affiant)
James Darryl Byrd

VERIFICATION

State of Texas
County of Bexar

On this day, James D. Byrd (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of February, 2005.



(Notary Public)

My commission expires _____

(SEAL)



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity SOMERSET ACADEMY, INC.

Full Name of Proposed Charter School BROOKS ACADEMY OF SCIENCE AND ENGINEERING

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

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

1. Full Name (Initials Not Acceptable)
CARLOS RESENDEZ

2. Have you ever had your name changed or used another name?

NO

If yes, give reason for the change:

N/A

Maiden Name (if female):

N/A

Other names used at any time:

N/A

3. State your current home address:
4835 EAST BEVERLY MAE DRIVE, SAN ANTONIO, TEXAS 78229

4. State your current home telephone number:
210-614-7360

5. Education: Dates, Names, Locations and Degrees

College:

1977 BBA UNIVERSITY OF TEXAS AT SAN ANTONIO

Graduate Studies:

1980 JD ST. MARY'S LAW SCHOOL, SAN ANTONIO

Others:

NO

6. List membership(s) in professional societies and associations:

TEXAS BAR ASSOCIATION
NATIONAL ASSOCIATION OF PUBLIC PENSION ATTORNEYS (NAPPA)
NATIONAL CONFERENCE ON PUBLIC EMPLOYEE RETIREMENT SYSTEMS (NCPERS)

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

DATES	EMPLOYER	ADDRESS
2000-PRESENT	CHAIRMAN/CEO	PRESIDIO ASSET MANAGEMENT LLC 4414 CENTERVIEW DRIVE, SUITE 226, SAN ANTONIO, TX 78228
1997-2000	CHAIRMAN/CEO	THE RESENDEZ GROUP
1995-1996	EXECUTIVE DIRECTOR	NATIONAL CONFERENCE ON PUBLIC EMPLOYEE RETIREMENT SYSTEMS 4414 CENTERVIEW DRIVE, SUITE 226, SAN ANTONIO, TX 78228
1993-1996	EXECUTIVE ADMINISTRATOR	TEXAS PERMANENT SCHOOL FUND AUSTIN, TX

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

PRESIDIO ASSET MANAGEMENT LLC

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS
NONE		

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS
NONE		

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

STATE BAR ASSOCIATION, ISSUED NOVEMBER 1980; ACTIVE
NASD SERIES 65, ISSUED SEPTEMBER 2000; ACTIVE

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.
N/A

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

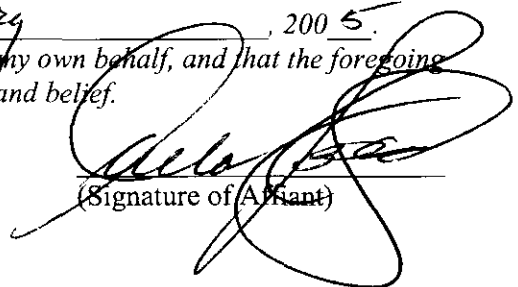
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: _____

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

20. Have you ever been adjudged bankrupt? NO If so, give details:

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

Dated and signed this 15th day of FEBRUARY, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

VERIFICATION

State of TEXAS
County of BEXAR

On this day, CARLOS RESENDEZ (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 15th day of FEBRUARY,
2005.


(Notary Public)

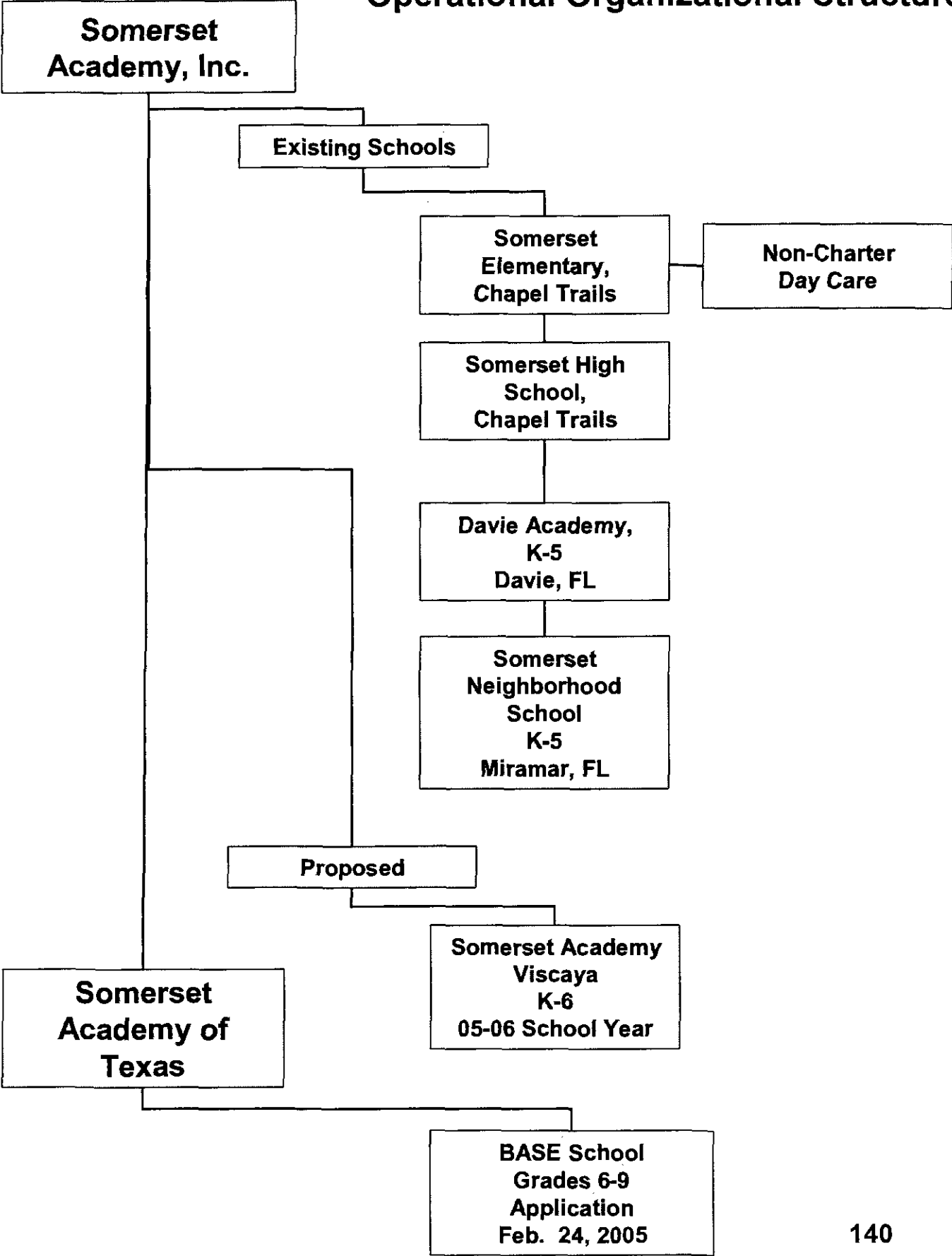
(SEAL)

My commission expires Jun 20, 06



ATTACHMENT B
Organizational Chart

Operational Organizational Structure



Somerset Academy, Inc. – Operational Plan

Members of the governing board Somerset Academy of Texas, with the delegated services from Somerset Adademy, Inc., share a vision to create a middle school of 300 students and a high school of 400 students. Given the small size of the classes, we envision implementing a rigorous project based curriculum. To be successful in this endeavor we contemplate using the services of the following organizations.

- High Tech High School of San Diego
- Brooks Development Authority
- The Bill & Melinda Gates Foundation
- Academica Corporation

The school is based upon the model that was developed at High Tech High in San Diego, CA. We intend to consult with them on the hiring of our principal and the implementation of the curriculum.

Since we are applying for the charter in cooperation with Brooks Development Authority. It is our intent to take advantage of the depth of knowledge located at the Brooks City-Base Technology Park. We will work hand in hand with the Authority as the curriculum is developed and implemented.

The Gates Foundation is supportive of charter schools created under this concept. It is our intent to seek financial support from their organization.

It is also our intent to engage Academica Corporation to help provide business support and help us construct and maintain a facility.

ATTACHMENT C

**501(c)(3) Determination Letter from the
IRS**

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

DEPARTMENT OF THE TREASURY

Date: JAN 14 1998

THE SOMERSET NEIGHBORHOOD
SCHOOL INC
C/O STEPHEN M MUSCO
MUSCO & COMPANY PA
1549 RINGLING BLVD STE 602
SARASOTA, FL 34236

Employer Identification Number:
31-1569428

DLN:
17053281201007

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-6199

Accounting Period Ending:
December 31

Form 990 Required:
Yes

Addendum Applies:
Yes

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that

Letter 947 (00-97)

143

THE SOMERSET NEIGHBORHOOD

you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

THE SOMERSET NEIGHBORHOOD

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

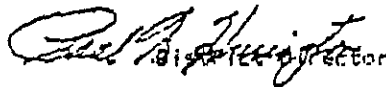
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


Paul A. Haight, Director

Addendum

THE SOMERSET NEIGHBORHOOD

Since you receive more than 50% of your support from government sources, you are a "public school" as defined in the Civil Rights Act. Accordingly, you are not subject to the specific publishing, reporting, and recordkeeping requirements of Rev. Proc. 75-50, 1975-2 C.B., page 587. If your income sources change, to the extent you are no longer primarily supported by the government, you will be subject to these requirements. Failure to comply with these requirements at that time can have an adverse effect on your exempt status.



Consumer's Certificate of Exemption

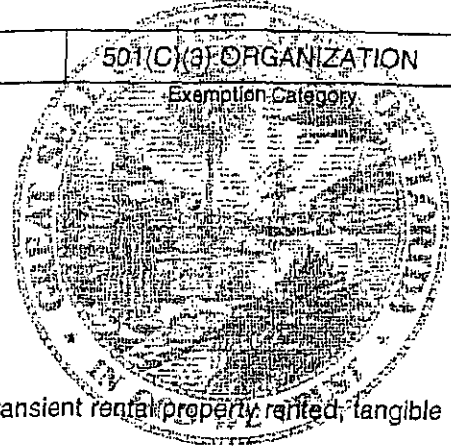
DR-14
R. 01/02

Issued Pursuant to Chapter 212, Florida Statutes

85-8012679633C-8	02/23/2000	02/28/2005	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SOMERSET ACADEMY INC
12425 SW 53RD ST
MIRAMAR FL 33027-5493



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

16-00-333128-57C	02/23/00	02/23/05	EDUCATIONAL INSTITUTION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SOMERSET NEIGHBORHOOD SCHOOL INC
5400 SW 124TH AVE
MIRAMAR FL 33027

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/99

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC), or request Form DR-97, Suggested Format for Blanket Certificate of Exemption.
2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
3. Your organization's purchases will only be exempt when a signed exemption certificate is presented to the seller and payment is made directly by your organization.
4. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
5. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
6. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
7. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration, at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.

ATTACHEMENT D

**Articles of Incorporation filed with the
Texas Secretary of State**

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Articles of Incorporation
Pursuant to Article 3.02
Texas Non-Profit
Corporation Act**

Filed in the Office of the
Secretary of State of Texas
Filing #: 800456477 02/22/2005
Document #: 83300330002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The corporation formed is a non-profit corporation. The name of the corporation is as set forth below:

Somerset Academy of Texas

The name must not be the same as, deceptively similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for the "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C)

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Robert A Schulman

C. The business address of the registered agent and the registered office address is:

Street Address:
517 Soledad Street San Antonio TX 78205

Article 3 - Management (Complete items A or B)

A. Management of the affairs of the corporation is to be vested in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1:
Darryl Byrd Title: Director

Street Address:
2602 Fairfield Bend San Antonio TX, USA 78231

Director 2:
Carlos Resendez Title: Director

Street Address:
4835 East Beverly Mae San Antonio TX, USA 78229

Director 3:
Cynthia A Hanson Title: Director

Street Address:
2755 CR 5710 Devine TX, USA 78016

Article 4 - Organization Structure

- A. The corporation will have members.
- B. The corporation will not have members.

Article 5 - Duration

The period of duration is perpetual.

Article 6 - Purpose

The corporation is organized for the following purpose or purposes:
For charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effective Date of Filing

A. This document will become effective when the document is filed by the secretary of state.

OR

B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Name Reservation Document Number

Incorporator

The name and address of the incorporator is set forth below.

Robert A. Schulman 517 Soledad Street, San Antonio, TX 78205

EXECUTION

The undersigned incorporator of these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

Robert A. Schulman
Signature of incorporator.

FILING OFFICE COPY

**MINUTES OF ORGANIZATIONAL MEETING
OF
SOMERSET ACADEMY OF TEXAS
A NONPROFIT CORPORATION**

The organizational meeting of Somerset Academy of Texas, organized under the laws of the State of Texas, was held by the initial members on February 23, 2005.

The following Directors were present at the meeting:

Cynthia Hanson

Darryl Byrd

It was reported that Articles of Incorporation had been filed in the office of the Secretary of State, and that the effective date of the organization was February 22, 2005. A duplicate original copy of the Articles of Incorporation was placed in the official records of the corporation.

Proposed bylaws for the corporation that had been prepared by the incorporating attorney, Robert A. Schulman, were presented. After discussion, and on motion duly made and unanimously adopted, it was RESOLVED to approve the bylaws and to insert a copy of the bylaws in the official records of the corporation.

Pursuant to Article III of the bylaws it was moved that two additional Directors, George Pedraza of San Antonio, Texas, and Dr. Ruth Jacoby, of Coral Springs, Florida, a Director of Somerset Academy, Inc., be elected as Directors of the corporation. It was learned that Dr. Jacoby had been recommended for membership by Somerset Academy, Inc. After discussion, and upon motion duly made and unanimously adopted, it was RESOLVED, that George Pedraza and Dr. Ruth Jacoby become Directors of the corporation.

Upon motion duly made and unanimously adopted, it was RESOLVED that the following persons be elected to the following offices as provided in Article III of the bylaws:

Name	Position	Term
George Pedraza	President	One year
Darryl Byrd	Vice-President	One year
Cynthia Hanson	Secretary-Treasurer	One year

There being no further business to come before the meeting, upon motion duly made and unanimously adopted, the meeting was adjourned.

Cynthia A. Hanson
Secretary

Approved:

[Signature]
Director

Articles Of Incorporation and
Amendment

for

**Somerset Academy,
Inc.**

**ARTICLES OF INCORPORATION OF THE SOMERSET
NEIGHBORHOOD SCHOOL, INC.**

THE UNDERSIGNED, as incorporator and on behalf of a non-for-profit, non-stock corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

Section 1.1. The name of the Corporation is The Somerset Neighborhood School, Inc.

ARTICLE II

DURATION

Section 2.1. The Corporation shall have perpetual existence unless dissolved pursuant to law.

ARTICLE III

NON-STOCK CORPORATION

Section 3.1. The Corporation shall be organized on a non-stock basis under the Florida Not-for-Profit Corporation Act and may issue no Certificates of Membership.

ARTICLE IV

PURPOSE

Section 4.1. The purposes for which the Corporation is organized is for transacting any and all lawful business for which corporations may be incorporated under the Florida Not-for-Profit Corporation Act and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes, either

directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto, as they now exist or as they may hereafter be amended.

Section 4.2 The Corporation shall have the power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable, or proper for the furtherance, accomplishment, fostering, or attainment of any or all of the purposes for which a Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster, or attain any of such purposes. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations thereunder as the same now exist or as they may be hereinafter amended from time to time.

Section 4.3. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Director or Officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and no Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

Section 4.4. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 4.5. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.6. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.7. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.8. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.9. The Corporation shall not make any taxable expenditure as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.10. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(e)(2) of the Internal Revenue Code and said Regulations as they now exist or as they may hereafter be amended.

Section 4.11. Upon the dissolution of the Corporation, the Board of Directors shall, after paying, or making provision for the payment of, all of the liabilities of the Corporation, dispose of all of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V MEMBERS

Section 5.1. This Corporation shall have a membership consisting of the Board of Directors of the Corporation serving from time to time.

ARTICLE VI DIRECTORS

Section 6.1. The affairs of the Corporation shall be governed by a Board of Directors (hereinafter referred to as the "Board"), subject to the restriction that, except as specifically set forth to the contrary in the Bylaws, the exercise of any powers or actions of the Board shall require the approval thereof by a majority vote of the Board present at a meeting at which a quorum of no less than two (2) Directors are present. The affirmative vote of any two (2) Directors shall be necessary for all corporate action requiring a vote of the Board, including, but not limited to the following:

6.1.1. Approval of charitable gifts, transfers, distributions and grants by the Corporation to other entities

6.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws.

6.1.3. Organization of a subsidiary or affiliate by the Corporation

6.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the Corporation.

Section 6.2. The initial Board of Directors shall consist of the following members elected in accordance with this Section 6.2 and the Bylaws:

Section 6.3. The term of office of an elected Director shall be one (1) year and shall expire, regardless of whether or not a successor shall have been duly elected and qualified. The terms of elected Directors shall be staggered so that no elected Director's term expires less than four (4) months before the expiration of the next elected Director.

ARTICLE VII

ADDRESS

Section 7.1. The street address of the principal office of this corporation in the State of Florida is:
6262 Bird Road, Suite 31
Miami, FL 33155

The Board may, from time to time, move its principal office in the State of Florida to another place in this state.

ARTICLE VIII
REGISTERED AGENT AND REGISTERED OFFICE

Section 8.1. The registered agent and registered office of the Corporation shall be:

Name	Address
IGNACIO ZULUETA	6262 BIRD ROAD, SUITE 311 MIAMI, FL 33155

ARTICLE IX
AMENDMENT

Section 9.1. These Articles of Incorporation may be amended in the manner and with the vote provided by law.

ARTICLE X
BYLAWS

Section 10.1. The Board of Directors of this Corporation shall adopt Bylaws for the government of this Corporation which shall be subordinate only to the Articles of Incorporation and the laws of the United States and the State of Florida. The Bylaws may be amended from time to time by the Board of Directors.

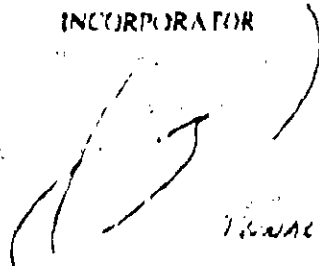
ARTICLE XI
INCORPORATOR

Section 11.1. The name and address of the incorporator of this Corporation are as follows:

Name	Address
IGNACIO ZULUETA	6767 BIRD ROAD, SUITE 111 MIAMI, FL 33155

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 2 day of MAY 1997.

INCORPORATOR



IGNACIO ZULUETA

11 200000111

PAGE 2

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMES AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Section 48091 and Section 6010301(3), Florida Statutes, the following is
submitted in compliance with said Sections:


The Somerset Neighborhood School, Inc. desiring to organize under the laws of the State of
Florida with its principal office as indicated in the Certificate of Incorporation, at the City of Fort
Lauderdale, County of Broward, State of Florida, has named IGNACIO ZULUETA

located at 4262 BIRD ROAD, SUITE 31
MIAMI, FL 33155

as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above named corporation, at the place
designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the
provisions of said Sections relative to keeping open said office.

REGISTERED AGENT

IGNACIO ZULUETA

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
Somerset Neighborhood School, Inc.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

AMENDMENT TO ARTICLE I

The name of the Corporation shall now be:

SOMERSET ACADEMY, INC.

SECOND: The date of adoption of the amendment(s) was: JANUARY 14, 2000

THIRD: Adoption of Amendment (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment were sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Somerset Academy, Inc.

Corporation Name

Magdalena Fresen

Signature of Chairman, Vice Chairman, President, or other Officer

Magdalena Fresen

Typed or Printed Name

Secretary

2/18/00

Title & Date

FILED
STATE
FLORIDA

00 MAR -2 AM 9:48

FILED

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 2, 2000, to Articles of Incorporation for THE SOMERSET NEIGHBORHOOD SCHOOL, INC. which changed its name to SOMERSET ACADEMY, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000002553.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of March, 2000



OR33022 1 99

Katherine Harris

Katherine Harris
Secretary of State

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State of Florida



Department of State

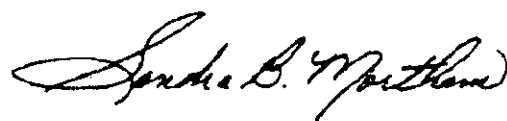
I certify the attached is a true and correct copy of the Articles of Incorporation of THE SOMERSET NEIGHBORHOOD SCHOOL, INC., a corporation organized under the laws of the State of Florida, filed on May 5, 1997, as shown by the records of this office.

The document number of this corporation is N97000002553.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-second day of July, 1997



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

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ATTACHMENT E

Corporate Bylaws

BOARD RESOLUTION

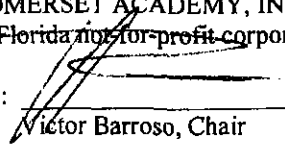
The undersigned hereby certifies that he is a Director of THE SOMERSET ACADEMY, INC, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the following is a true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting held on February 24, 2006:

- i. **RESOLVED** by the Board of Directors to amend the Bylaws of Somerset Academy, Inc.

That the Adoption of said resolutions was in all respects legal and that said resolutions are in full force and effect and have not been modified or rescinded.


DATED February 27, 2006

SOMERSET ACADEMY, INC.
~~A Florida not-for-profit corporation~~

By: 
Victor Barroso, Chair

AMENDMENTS TO THE BYLAWS OF SOMERSET ACADEMY, INC. DULY ADOPTED BY THE BOARD OF DIRECTORS (UNDERLINED TEXT REFLECTS MODIFICATIONS TO THE BYLAWS)

I certify that I am the elected and acting Secretary of Somerset Academy, Inc., a Florida nonprofit corporation and that the Board of Directors duly adopted the foregoing amendments to the bylaws of such Corporation.



Kelly Mallon
Secretary

Dated: 2/24/06

Section 4.6 Place/Notice of Meetings/Compliance with applicable laws

Meetings of the Board may be held at the principal office of the corporation or at any other place that has been designated in the notice of the meeting by resolution of the Board. Appropriate notices of the meeting complying with both Florida law as well as the Texas Open Meetings Act shall be posted. The public, any board member or officer of the corporation shall place any desired item on the agenda of any board meeting by notifying, in writing, no later than 5 business days prior to the scheduled board meeting, a description of the item to be placed in the agenda and said descriptions shall be delivered to the then acting secretary of the corporation. Any meetings that relate to the operations of the Brooks Academy of Science and Engineering will be held in the State of Texas. Such meetings of the Board called under Sections 4.7, 4.8 and 4.9, or pursuant to any other provision of these bylaws, shall comply with each and every provision of the Texas Open Meetings Act, which law is hereby incorporated by reference.

Section 7.4 Conflict of Interest

Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The following provisions of Texas law and rules and any amendments thereto: i) Education Code Chapter 12. Charters, and ii) Texas Administrative Code (TAC), Title 19, Part II Chapter 100 as they apply, relate and refer to conflicts of interests are hereby incorporated by reference and applicable to any board member, director, officer, key employee, or committee member having an interest in a contract or other transaction of a charter school sponsored by the Board in Texas.

BY-LAWS
OF
SOMERSET ACADEMY OF TEXAS
A Texas Non-profit Corporation

ARTICLE I

OFFICES

Section 1. Principal Office.

The principal office of the corporation is located in the City of San Antonio, County of Bexar, State of Texas.

Section 2. Other Offices.

The corporation may have such other offices, either within or without the State of Texas as the Board of Directors may determine, or as the affairs of the corporation may require.

ARTICLE II

PURPOSE, POWERS, ORGANIZATION

Section 1. Nonprofit Purposes.

This corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes under Section 501(c)(3) of the Internal Revenue Code and specifically to act as the local governing board for the open-enrollment charter school, the Brooks Academy of Science and Engineering Charter School as such authority is authorized by law and rule and delegated by the 501(c)3 sponsoring corporation for that School, Somerset Academy Inc.

Section 2. Board of Directors.

The business of the corporation shall be managed by the Board of Directors. While local involvement of Directors is preferred, Directors need not be residents of Bexar County or Texas.

Section 3. Membership.

The corporation shall have no members.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number of Directors.

The number of Directors shall be no less than three and no more than eleven.

Section 2. Term of Office.

The term of office for two of the original Directors shall be two years, and for the three remaining original Directors, three years. Determination of the term of directorship shall be determined by drawing straws at a Board of Director's meeting to be held within four months from the date of incorporation. Each original Director shall serve his/her term until resignation, removal or incapacitation. Thereafter, each successor Director shall serve for three years. Directors may succeed themselves to their same positions for successive terms. Each Director shall hold office until their successor shall have been elected.

Section 3. Election of Directors.

The election of the Board of Directors shall take place at the regular meeting of the Board in December each year prior to the termination of the term of any Directorship. If the election of Directors is not held at said regular meeting in December, the Board shall cause the election to occur at a special meeting of the Board as soon thereafter as practically possible.

Section 4. Regular Meetings.

Regular meetings of the Board shall be held at a time and place to be determined by the Board. The customary date, time, and place of regular meetings may be changed by appropriate Board action. Where required, meetings shall be noticed and conducted in compliance with the Texas Open Meetings Act.

Section 5. Special Meetings.

Special meetings of the Board may be called by or at the request of the President of the Board or any two Board Directors. The person or persons authorized to call special meetings of the Board may fix any place in Bexar County, Texas accessible to the public, for holding the meeting. Notice of special meetings of the Board, where required, shall in compliance with the Texas Open Meetings Act and shall additionally be given by telephone notice or by written notice to each Director at his/her address and telephone number is shown in the records of the corporation.

Section 6. Quorum.

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at any

meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 7. Majority Vote.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the action of a greater number is required by law or these By-Laws. Action of a plurality of the Board or less than a quorum shall be the act of the Board in special circumstances if so permitted by these By-Laws and not prohibited by law.

Section 8. Vacancies.

Vacancies are created by the written resignation of a member submitted to the Board Secretary and accepted by the Board, the incapacity of a Board member, or the removal of a Board member by majority vote of the Board. Any vacancy occurring on the Board shall be filled by the Board by electing a successor by majority vote. A Director so elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. When one or more vacancies leave less than a quorum of Directors, the vacancy or vacancies necessary to reach a quorum shall be filled by the affirmative vote of a majority of the directors, of Somerset Academy Inc., the non-profit 501(c)3 sponsoring corporation for the Brooks Academy of Science and Engineering Charter School. .

Section 9. No Salaries.

Directors shall not receive salaries for their services.

Section 10. Removal.

Any Board member may be removed by majority vote of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby. Without limitation to the right of the Board to remove members with or without cause, a Board member who is absent three consecutive meetings without legitimate cause, as determined by majority vote of the membership, is subject to removal.

Section 11. Informal Actions by Members.

Actions required by the Texas Open Meetings Act or otherwise required by law to be taken at a public meeting requiring notice to the public shall only be conducted in such manner. Actions not so required may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all the members entitled to vote with respect to the subject matter.

ARTICLE IV

OFFICERS OF THE BOARD OF DIRECTORS

Section 1. Officer Positions.

The officers of the Board of Directors of the corporation shall be a President, the Vice President and a Secretary-Treasurer, and such other offices as the Board deems desirable, and as may be elected in accordance with the provisions of this Article. Such officers shall perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Elections.

The officers of the corporation shall be elected annually by the Board of Directors at the initial meeting of the Board for the applicable year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected.

Section 3. Removal.

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors from that office whenever, in its judgment, the best interest of the corporation would be served thereby.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by majority vote of the Board for the unexpired portion of the term.

Section 5. The President.

The President is the principal executive officer of the corporation, shall, in general, supervise and control the business and affairs of the corporation and shall preside at all meetings of the members of the Board of Directors. The President may, along with the Secretary-Treasurer or any other proper officer of the corporation authorized by the Board, execute instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws, or by statute to some other officer or agent of the corporation. The President shall also perform all duties incident to the office of President as may be prescribed by the Board of Directors.

Section 6. Vice-President.

In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the power of, and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as may be assigned to him by the President or by the Board of Directors.

Section 7. Secretary-Treasurer.

If required by the Board of Directors, the Secretary-Treasurer and or Board designee, shall keep the minutes of the meetings of the open session and certified agendas or tape recordings for closed sessions of the Board; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation, if any, and see that the seal of the corporation, if any, is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member; keep and record any affidavits of conflict of interest or nepotism as required by law and rule; give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board shall determine, be responsible for, all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever; and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; be custodian of the records of the corporation and, in general, perform all the duties incident to the officer of Secretary-Treasurer, and such other duties as may be assigned by the President or by the Board.

ARTICLE V

COMMITTEES

Section 1. Appointment.

The Board of Directors, by resolution adopted by a majority of the Directors in office and/or the President, may designate and appoint one or more committees. No committee shall have the authority of the Board unless it consists of at least two Directors, or a majority of Directors. Such committees may make recommendations to and advise the Board but shall, themselves, have and exercise no authority of the Board of Directors in the management of the corporation in the area of their assignments. The designation and appointment of any such committee, and the delegation of authority, shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Term.

Each member of a committee shall continue until his assignment is completed, until his successor is appointed, and/or until said committee is dissolved by the President or Board of Directors.

Section 3. Chairman.

One member of each committee shall be appointed chairman.

Section 4. Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Sections 5. Majority Vote.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. Local Rules.

Each committee may adopt rules for its own government not inconsistent with these By-Laws, or with rules adopted by the Board of Directors.

Section 7. Notices.

Where required by law, committee meeting shall be posted and conducted in compliance with the Texas Open Meetings Act.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Authority.

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Signature.

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice-President of the corporation.

Section 3. Deposits.

All funds of the corporation shall be deposited to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts.

The Board of Directors, a committee and/or individual appointed by the Board may accept, on behalf of the corporation, any contribution, gift, or bequest for general purposes, or for any special purpose of the corporation.

ARTICLE VII

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep, at the registered or principal office, a record, giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose, at any reasonable time and all books and records of the corporation shall be public to the extent required by the Texas Public Information Act.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of September and end on the last day of August of each year.

ARTICLE IX

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting, or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or adopt new By-Laws at such meeting.

By-Laws for

**Somerset Academy,
Inc.**

BYLAWS

OF

SOMERSET NEIGHBORHOOD SCHOOL, INC.

a Florida Nonprofit Corporation

ARTICLE 1

OFFICES

The corporation's principal office shall be fixed and located at such place within the boundaries of the County of Miami-Dade or Broward, Florida, as the Board of Directors ("Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another.

ARTICLE 2

PURPOSE

The specific and general purposes of the corporation are described in the Articles of Incorporation.

ARTICLE 3

NO MEMBERS

Section 3.1 No Members

The corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall vest in the board.

ARTICLE 4

DIRECTORS

Section 4.1 General Powers

Subject to the limitations of the Florida not-for-profit corporation law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may, subject to contractual obligations as may exist, rescind any such assignment, referral or delegation at any time.

Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; and to fix their compensation;

- b. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- c. To adopt, make and use a corporate seal and to alter the form of the seal from time to time, as it deems best;
- d. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's and other evidences of debt and securities therefor;
- e. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;
- g. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;
- h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose; and
- i. To carry out such other duties as are described in the Charter.

Section 4.3 Number, Election and Term of Directors

- a. The authorized number of Directors shall be no less than three (3) and no greater than seven (7) until changed by amendment of these Bylaws.
- b. Those Directors who are to be elected by the Board of Directors shall be so elected at the annual meeting of the Board by the Directors then in office. The existing president of the corporation shall nominate each Director and the remaining Directors shall vote on each such nominated Director. The duration of the term of each Director shall be staggered so as to promote continuity in the Board.

Section 4.4 Resignation and Removal

Any Director may resign effective upon giving written notice to the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected (by the existing president) before such time, to take office when the resignation becomes effective. A Director may be removed without cause by a majority of the Directors then in office.

Section 4.5 Vacancies

- a. A Board vacancy or vacancies shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased.
- b. The Board may declare vacant the office of any Director who has been convicted of a felony.
- c. A vacancy on the Board shall be filled in the same manner of selection as that used to select the Director whose office is vacant, provided that vacancies to be filled by election by Directors may be filled by a vote of the majority of the remaining Directors, although less than a quorum. Each Director so elected shall hold office until a successor has been appointed and qualified.
- d. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 4.6 Place/notice of Meetings

Meetings of the Board may be held at the principal office of the corporation or at any other place that has been designated in the notice of the meeting by resolution of the Board. Appropriate notices of the meeting complying with Florida law shall be posted. The public, any board member or officer of the corporation shall place any desired item on the

) agenda of any board meeting by notifying, in writing, no later than 5 business days prior to the scheduled board meeting, a description of the item to be placed in the agenda and said description shall be delivered to the then acting secretary of the corporation.

Section 4.7 Annual Meetings

The Board shall hold an annual meeting for the purposes of organization, selection of Directors and officers, and the transaction of other business.

Section 4.8 Quarterly Meetings

Quarterly meetings of the Board, shall be held on such dates and at such times and places as may be from time to time fixed and notified by the Board.

Section 4.9 Special Meetings

- a. Special meetings of the Board for any purpose(s) may be called at any time by the Chairman of the Board, if there is such an officer, the President, or the Secretary.
- b. Special meetings of the Board may be held after each Director has received notice by mail, telecopy, e-mail or telephone.
- c. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 4.10 Quorum and Voting

) One half (1/2) of the authorized Directors plus one (1) of the authorized Directors then in office shall constitute a quorum. The Board shall attempt to reach a general consensus on all actions before the Board; provided, however, that every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 4.11 Waiver of notice

Notice of a meeting need not be given to any Director who signs a waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 4.12 Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the Directors who were not present at the time of the adjournment.

Section 4.13 Rights of Inspection

) Every Director has the absolute right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation provided such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the corporation's obligations to maintain the confidentiality of certain books, records and documents under any applicable federal, state or local law.

Section 4.15 Fees and Compensation

Directors shall not receive any compensation for their services; however, the Board may approve the reimbursement of a Director's actual and necessary expenses incurred in the conduct of the corporation's business. The corporation shall carry liability insurance covering the Directors and officers of the corporation as described in the Charter in the conduct of the corporation's business.

Section 4.16 Standard of Care

a. A Director shall perform all duties of a Director in good faith, in a manner such Director believes to be in the best interests of the corporation and with such care, including the duty to make a reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

b. In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (1) One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
- (2) Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or
- (3) A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

ARTICLE 5 OFFICERS

Section 5.1 Officers

The officers of the corporation shall be a President, Secretary, and Treasurer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed. Any number of offices may be held by the same person.

Section 5.2 Election

The officers of the corporation, shall be chosen at the annual meeting of the Board by and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

Section 5.3 Subordinate Officers

The Board may elect, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 5.4 Removal

Any officer may be removed, either with or without cause, by the Board at any time or, except for an officer chosen by the Board, by any officer upon whom the Board may confer such power of removal. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 5.5 Resignation

Any officer may resign at any time by giving written notice to the Board; such resignation may not prejudice the rights, if any, of the corporation under any contract to which the

) officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 5.7 President

Subject to such powers, the President is the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the Board. The President has the general management powers and duties usually vested in the office of President and general manager of a corporation as well as such other powers and duties as may be prescribed from time to time by the board and as are described in the Charter.

Section 5.8 Vice Presidents

In the absence or disability of the President, the Vice President(s), if any are appointed shall, in order of their ranks as fixed by the Board or, if not ranked, the Vice President designated by the Board, perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President (s) shall have such other powers and perform such other duties as the Board may prescribe from time to time.

Section 5.9 Secretary

) a. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, including the following information for all such meetings: the time and place of holding; whether regular or special; if special, how authorized; the notice thereof given; the names of those present and absent, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of Florida, the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.

b. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all its members promptly after the meetings; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

c. The Secretary or President of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all times be open to inspection by any Director.

) d. The Secretary or President shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositaries as

may be designated from time to time by the Board. The Secretary or President shall disburse the funds of the corporation as may be ordered by the Board, and shall render to the Directors, upon request, an account of all transactions as Secretary or President and of the financial condition of the corporation. The Secretary or President shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Secretary or President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE 6 COMMITTEES

Section 6.1 Board Committees

The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one or more standing or ad hoc committees, each consisting of at least two (2) members of the Board, to serve at the pleasure of the Board.

ARTICLE 7 OTHER PROVISIONS

Section 7.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President or any Vice President and the Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments may also be signed by the Board or a designated member of the Board.

Section 7.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Nonprofit Corporation Law of the State of Florida shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both the corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only are not intended to limit or define the scope or effect of any provision.

Section 7.3 Fiscal Year

The fiscal year of the corporation shall be set by the Board.

Section 7.4 Conflict of Interest

Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest.

Section 7.5 Interpretation of Charter

In any instance in which the provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws shall control.

ARTICLE 8
AMENDMENTS

Section 8.1 Bylaws

These Bylaws may be adopted or these Bylaw may be amended or repealed by a majority vote of the Board.

CERTIFICATE OF ADOPTION OF BYLAWS

I certify that I am the elected and acting Secretary of Somerset Neighborhood School, Inc., a Florida nonprofit corporation, and that the foregoing Bylaws constitute the Bylaws of such corporation as adopted by the Board of Directors.

Magdalena Fresen

Magdalena Fresen
Secretary

ATTACHMENT F

**Certificate of Incorporation from the
Texas Secretary of State**



Office of the Secretary of State

February 22, 2005

Attn: Robert A Schulman

Robert A Schulman
517 Soledad St
San Antonio, TX 78205 USA

RE: Somerset Academy of Texas
File Number: 800456477

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Corporations organized under the Texas Non-Profit Corporation Act do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemption therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in involuntary dissolution of the corporation. Additionally, a non-profit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Enclosure

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Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

Somerset Academy of Texas
Filing Number: 800456477

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a 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: 02/22/2005

Effective: 02/22/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

ATTACHMENT G

Published Notice of Public Hearing

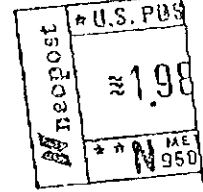
THURSDAY JANUARY 27, 2005

The Southside Reporter

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See Pages 27-38

VOLUME LXXI NO.4
SAN ANTONIO, TEXAS 78210
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COMMUNITY EVENTS

Somerset Academy will conduct an informational forum Saturday, Feb. 5 at 10 a.m. at Hangar 9 at Brooks City-Base, 8081 Inner Circle Rd. for the public to provide details of a proposed charter school that would be located at Brooks City-Base. Participants will hear a presentation that explains the proposal and will have an opportunity to ask questions about the project. Classes are expected to begin in the fall of 2006 with an initial capacity for up to 400 students. The effort is being coordinated in cooperation with the Brooks City-Base Foundation and the Brooks Development Authority. The main number for Brooks City-Base is 536-5366.

While the main gate is under construction, access to Brooks City-Base is from South Presa. Exit L-37 at the Brooks City-Base/Military Drive Exit and follow Military Drive to S. Presa. Turn left on S. Presa and left again on Henderson Cr. Valid photo ID will be required to gain entrance at the gate. Follow the signs to Hangar 9.

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NO. 404 P011

ATTACHMENT H

Synopsis of Public Hearing



**Brooks City-Base
Proposed Science & Technology Charter School
Public Input Meeting
Historic Hangar 9
February 5, 2005
10:00 a.m.**

20 total event participants

5 meeting staff in attendance

15 meeting participants in attendance

2 surveys received from participants

3 media outlets in attendance

(KABB-TV, WDAI-TV and the San Antonio Current)

**Project Partners in Attendance
Proposed Science and Technology Charter School
Public Input Meeting
Historic Hangar 9
February 5, 2005**

Somerset Academy / Academica Inc.
Ruth Jacoby

Brooks Development Authority
Tom Rumora
George Pedraza
Cyndy Hanson
Laura Richardson

KGBTexas Public Relations/Advertising
Rosario Neaves
Kathryn Barnes

General Public
See attached sign-in sheet.

Synopsis of Public Hearing*

On Saturday, February 5, 2005, approximately 15 people attended a public hearing regarding the proposed charter school at Brooks City-Base.

Organizers, which include the Florida-based charter Somerset Academy, Inc., Brooks City-Base Foundation, and the Brooks Development Authority, stated that they hope they will receive approval this year from the Texas Education Agency to launch Texas' 201st charter school, and Bexar County's 23rd.

George Pedraza, a former member of the BCBF and the BDA, acknowledged to the small crowd that the perception of charter schools is mixed. "It's safe to say for the sake of education, accountability is critical."

About 18 months ago, the Bill and Melinda Gates Foundation, which has helped fund many charter schools throughout the United States, approached the BDA about starting a charter on base. At Brooks, the foundation saw many of the same characteristics as those at High-Tech High School in San Diego, Pedraza said. High-Tech is located on a former naval base and has a science- and math-intensive curriculum.

"We thought it was a fantastic idea," said Cyndy Hanson, information technology manager for the BDA. Students could mentor with military and civilian researchers; meanwhile, the BDA is courting business tenants for the 1,300-acre property to fit in with the City-Base vision. "It seemed like a natural fit."

It was further stated that last year the BCBF submitted a charter school application to the Texas Education Agency. After Pedraza proposed partnering with Somerset and its management company, Academica, the Foundation changed its application. The new application is due later this month; the TEA will hold interviews for prospective charter-holders in August. If granted a charter, the school could open as early as the fall of 2006.

The school would have an open enrollment policy, meaning that any child within 30 miles of Brooks could apply for one of 400 available slots. If more than 400 students apply, the school would hold a lottery and start a waiting list.

As a public charter school, it would receive federal money, including \$150,000 in startup funding over its first three years. Like traditional public schools, the school would receive a per-pupil allowance from the state; it could also receive grants. The Gates Foundation has yet to commit any funds to the proposed school.

*A portion of this synopsis was extracted from an article which appeared in the San Antonio Current magazine as noted below:

San Antonio Current

Hope floats, By Lisa Sorg, February 10, 2005

Charter school proposed for Brooks City-Base

**Proposed Science and Technology Charter School
Historic Hangar 9 – February 5, 2005
Presentation Questions & Comments**

*(*Questions noted below were responded to by staff in the meeting)*

- **How old is Somerset Academy?** (Dr. Manuel Berriozabal)

Ruth Jacoby, Somerset Academy: *We are in our eighth year. Somerset Academy started with 50 students in two trailers. Now, we have two campuses and another being built, called our "Academic Village." Somerset Academy only continues through the 11th grade – students will graduate from schools in Brower and Dade counties.*

- **Do you have a curriculum?** (Berriozabal)

Jacoby: *Each school allows its principals to develop their own curriculum. Each school will have a different focus depending on reading and math levels.*

- **Somerset is already a school district in San Antonio.** [REDACTED]

George Pedraza, Brooks Development Authority: *There will be no tie-in with Somerset ISD in San Antonio; it is merely a coincidence. The governing board of the Brooks City-Base charter high school will be called Somerset Academy Inc.; however the name of the school is yet to be decided.*

- **Do we have to wear uniforms?** [REDACTED]

Jacoby: *Students will have a choice of uniform colors. The uniform also consists of tucked-in shirts and closed-toe shoes.*

- **When will the school be built?** (Rudy Purificato)

Pedraza: *There are no available buildings on base – most likely there will be new construction. Somerset Academy was selected because they have the resources to actually build the schools.*

- **Did you experience resistance from other public schools in Florida? If so, how did you negotiate a settlement?** (Purificato)

Jacoby: *In Miami, schools are so overcrowded that they come to us for help. We get schools up quickly and educate their children. As we show success in Florida, they are okay with it. In my feeling, we are not here to take your children or your money away. We are a school of choice for people to find a*

way to get educated. This gives you the opportunity as a parent to make this decisive decision. Some students come from homeschooling, some from private schools. Parents know the environment is safe, teachers are respected and kids will be safe. It is not competition because we are providing facilities for your students to get educated.

Pedraza: We did ask the school districts if we could get a charter. We had a meeting with SAISD and I said that if the school district wanted to grant us the charter they could. We want to partner with San Antonio ISD or East Central ISD, but we decided to go through TEA (Texas Education Agency).

Jacoby: As the charter schools succeed, we would like to have the school districts share ideas with us on staff training, staff retention and vice-versa. We are not competition.

- **Somerset Academy is non-profit?** (Berriozabal)

Jacoby: Yes. Charter schools in Florida are non-profit.

- **Is the management company for-profit?** (Jackie Christenson)

Jacoby: Yes.

- **Will there be electives?** (████████)

Jacoby: Yes.

- **Does your curriculum include public service?** (████████)

Jacoby: Yes.

- **When will you find out if the school is eligible for interview?** (████████)

Cyndy Hanson, Brooks Development Authority: We find out if the school is eligible in May, and the interview is conducted in August.

Pedraza: The state usually interviews approximately 30 applicants. Fifteen charters are available, but the state doesn't necessarily grant fifteen. We will receive notification in September 2005, and the school will open in September 2006.

- **Is Somerset Academy affiliated with schools outside of Florida?** (Purificato)

Jacoby: Yes.

- **You mention projects. It is our expectation that students will be able to take on college-level work. There is a great deal of concern that in Texas, students do attain certain achievement levels academically.** (Berriozabal)

Jacoby: *You need a combination of both to give students minimum basic skills. At Somerset Academy, we take the state standards and put them on a report card. That way, parents know how their child is progressing according to state standards as well.*

- **State standards of math in Florida have been ranked an F. Are you familiar with that?** (Berriozabal)

Jacoby: *The students have standards that they are to meet, and we go beyond that.*

- **Will we have music and band?** [REDACTED]

Jacoby: *We don't know what the electives will be.*

- **Does this project have a website?** [REDACTED]

Pedraza: *No, we will put something up after September once we get approval for the school. Brooks Development Authority does have a website, www.brookscity-base.com.*

- **How come word did not get out about this?** [REDACTED]

Pedraza: *There has not been an active process for keeping people informed regarding the status of the project. Perhaps we could develop a website page with news clippings, etc.*

- **Do you plan on another public hearing?** (Purificato)

Pedraza: *This is it, we probably won't do anything until we know that we receive approval on the application. I know that due to the growing population in this area, this school will be over-subscribed.*

- **I would like to ask that you keep the East Central ISD and San Antonio ISD informed regarding the project because they were not informed regarding the hearing.** (Christenson)

Pedraza: *It ran in the paper. I realize a phone call would have been nice. Last year we did share the application with them.*



CHARTER SCHOOL PUBLIC MEETING SIGN-IN

10:00 a.m. Saturday, February 5, 2005 • Brooks City-Base Hangar 9

Name (please print)	Organization (if applicable)	Address (including ZIP)	Phone / Cell
JACKIE CHRISTENSON	EAST CENTRAL ISD Public Info Officer	6634 New Sulphur Springs Rd San Antonio TX 78213	210 648 7861
[REDACTED]	From: Omega Charter School students	[REDACTED]	[REDACTED]
[REDACTED]	PARENT	[REDACTED]	[REDACTED]
[REDACTED]	student	[REDACTED]	[REDACTED]
Rosario Neaves	KGBTexas	1919 Oakwell Farms Pkwy, Ste 100 SA, TX 78218	826- 8899
Suzie Klein	PHE Facility Mgr	—	—
Kathryn Barnes	KGBTexas	1919 Oakwell Farms Pkwy Ste 100 SA, TX 78218	826-8899

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CHARTER SCHOOL PUBLIC MEETING SIGN-IN

10:00 a.m. Saturday, February 5, 2005 • Brooks City-Base Hangar 9

Name (please print)	Organization (if applicable)	Address (including ZIP)	Phone / cell
MANUEL BERRIOZA	BDA	1148 W. Russell 78201	4582057
Tom Rueda	Brooks Development Authority	8030 Challenger Dr San Antonio 78231	845-3739
KEITH DEVER	BEARING POINT	14219 JONES MALTSBERGER SA TX 78247	545-4207
George Pedraza	UBS Financial Services, INC.	220 W. MULBERRY AVE. SAN ANTONIO, TX 78212	210 373-728
LISA SORG	SA Current	1500 N. St. Mary's St. 78215	210 - 227-0044
Ruby Purificato	South Chamber of Commerce	17402 Shady Canyon Dr SA TX	586-2848
SIMON SALAS	SA	4835 Clemon K. A. Texas 78249	588-1317

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CHARTER SCHOOL PUBLIC MEETING SIGN-IN

10:00 a.m. Saturday, February 5, 2005 • Brooks City-Base Hangar 9

Name (please print)	Organization (if applicable)	Address (including ZIP)	Phone /cell
Cynoy Hanson	BDA	8430 2755 CR 5710 Devine TX 78046	845-3737
Laura Z. Richardson		35 South Inwood Hts. Dr. San Antonio, TX 78248	493-7338
Carol Rosander		4414 Centerville Dr Ste 226 San Antonio TX 78228	732-8602

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ATTACHMENT I

Signed Certified Mail Receipt Cards

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

GEORGE I SANCHEZ CHARTER
HS SAN ANTONIO BRANCH
436 S. MAIN
SAN ANTONIO, TX 78204

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4412

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

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

1. Article Addressed to:

GUARDIAN ANGEL
PERFORMANCE ARTS
ACADEMY
601 HOWARD ST.
SAN ANTONIO, TX 78218

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4429

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

Harlandale ISD
102 Genevieve St.
San Antonio, TX 78214-2997

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

198

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

EAGLE ACADEMY OF SAN ANTONIO
405 SH 121 BYPASS, BLDG D,
STE 100
LEWISVILLE, TN 75067-8192

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

BEXAR COUNTY ACADEMY
20755 GREENFIELD
SOUTHFIELD, MI 48075

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SOUTHSIDE ISD
1460 MARTINEZ LOSOYA RD.
SAN ANTONIO, TX 78221

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee X	
1. Article Addressed to: RANDOLPH FIELD ISD BUILDING 1225 PERIMETER RD. UNIVERSAL CITY, TX 78148	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7003 3110 0005 5781 4627	
	PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee X	
1. Article Addressed to: San Antonio ISD 141 Lavaca St. San Antonio, TX 78210-1039	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7003 3110 0005 5781 4634	
	PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee X	
1. Article Addressed to: Somerset ISD 19644 Somerset Rd. Somerset TX, 78069	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7003 3110 0005 5781 4634	
	PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: SOUTHWEST ISD 11914 DRAGON LN. SAN ANTONIO, TX 78252-2647	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
7003 3110 0005 5781 4597		
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: SAN ANTONIO EDUCATION	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
7003 3110 0005 5781 4603		
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: Florisville ISD 908 10th Street Floresville, TX 782114-1852	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
7003 3110 0005 5781 4610		

201

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ALPHA II
5703 BLANCO RD
SAN ANTONIO, TX 78216

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4566

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ACADEMY OF CAREERS AND
TECHNOLOGIES CHARTER
SCHOOL
807 S. ROOSEVELT
SAN ANTONIO, TX 78210

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4580

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

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

1. Article Addressed to:

Alamo Heights ISD
7101 Broadway St.
San Antonio, TX 78206-3797

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4573

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

202

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

BRYAN TEXAS CAMPUS
 1325 N. FLORES, STE 100
 SAN ANTONIO, TX 78212

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4535

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

BEXAR COUNTY ACADEMY
 1485 HILLCREST DR., UNIT A01
 SAN ANTONIO, TX 78228

7003 3110 0005 5781 4542

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

BEXAR CO DAY EDU &
 TREATMENT PRGM
 1135 MISSION RD
 SAN ANTONIO, TX 78210-4598

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4559

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

203

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CORPUS CHRISTI ACADEMY
 3036 SARATOGA BLVD
 CORPUS CHRISTI, TX 78415

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4504

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charlotte ISD
 HWY 97, 102 E. HINDES
 Charlotte, TX 78011-0489

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4528

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

CAREER PLUS LEARNING
 ACADEMY
 1122 S WW WHITE RD
 SAN ANTONIO, TX 78220

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

DIETRICH ROAD COMMUNITY
CENTER
6903 SUNBELT DR S
SAN ANTONIO, TX 78218-3336

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4478

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

DR PAUL S SAENZ JH
1830 BASSE RD
SAN ANTONIO, TX 78213

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4481

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

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

1. Article Addressed to:

East Central ISD
6634 New Sulphur Springs Rd.
San Antonio, TX 78263-9701

2. Article Number

7003 3110 0005 5781 4467

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

205

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Edgewood ISD
 5358 W. Commerce St.
 San Antonio, TX 78237-1354

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4450

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ft. Sam Houston ISD
 1902 Winans Rd
 San Antonio, TX 78234-1497

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4443

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

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

1. Article Addressed to:

GEORGE GERVIN ACADEMY
 6903 SUNBELT DR S
 SAN ANTONIO, TX 78218-3336

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4436

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS AND ADDRESS LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

HAYS JUVENILE CENTER
3201 CHERRY RIDGE, STE C-315
SAN ANTONIO, TX 78230

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4399

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

HUEBNER ROAD
3202 CHERRY RIDGE, STE C-315
SAN ANTONIO, TX 78230

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4375

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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

1. Article Addressed to:

HIGGS CARTER KING GIFTEN
& TALENTED CHARTER
ACADEMY
612 FREDERICKSBURG ROAD
SAN ANTONIO, TX 78201

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4382

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jourdanton ISD
200 Zanderson Ave.
Jourdanton, TX 78026-3045

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4368

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

JOHN H WOOD CHARTER
SCHOOL
3001 CHERRY RIDGE, STE C-315
SAN ANTONIO, TX 78230

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4351

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

1. Article Addressed to:

JUBILEE ACADEMIC CENTER
4434 ROLAND
SAN ANTONIO, TX 78222

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4344

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes



208

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Judson ISD
 8012 Shin Oak
 San Antonio, TX 78233-2457

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4337

PS Form 3811 August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

KIPP ASPIRE ACADEMY
 1401 WEST AVE. NO.3
 SAN ANTONIO, TX 78201

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4320

PS Form 3811 August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LA ESCUELA DE LAS AMERICAS
 2300 W. COMMERCE, STE. 200
 SAN ANTONIO, TX 78207

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4306

PS Form 3811 August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

209

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: La Vernia ISD 13600 US HWY 87 W La Vernia, TX 78121-9554		B. Received by (Printed Name) C. Date of Delivery	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7003 3110 0005 5781 4313	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Lackland ISD 2460 Kenly Ave., Bldg 8265 San Antonio, TX 78236-1244		B. Received by (Printed Name) C. Date of Delivery	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7003 3110 0005 5781 4290	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: LIGHTHOUSE CHARTER SCHOOL 8750 FOURWINDS WINDCREST, TX 78239		B. Received by (Printed Name) C. Date of Delivery	
		D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7003 3110 0005 5781 4283	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOR POSTAGE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Lytle ISD
15437 COTTAGE ST
Lytle, TX 78052-0745

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 3897

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

NEHEMIAH INSTITUTE
5703 BLANCO RD
SAN ANTONIO, TX 78216

7003 3110 0005 5781 4276

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

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

Article Addressed to:

NEW DIRECTIONS
1201 AUSTIN HWY, STE 200
SAN ANTONIO, TX 78209

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NEW FRONTIERS CHARTER
SCHOOL
4018 S PRESA ST
SAN ANTONIO, TX 78223

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4252

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

OMEGA ACA... CENTER
4434 ROLAND
SAN ANTONIO, TX 78222

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4238

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

North East ISD
8961 Tesoro Dr.
San Antonio, TX 78217-6225

2. Article Number

7003 3110 0005 5781 4245

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Pleasanton ISD
 831 Stadium Drive
 Pleasanton, TX 78064-2499

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4221

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

POR VIDA ACADEMY
 1135 MISSION RD
 SAN ANTONIO, TX 78210-4598

7003 3110 0005 5781 4214

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

POSITIVE SOLUTIONS
 CHARTER SCHOOL
 1325 N. FLORES, STE 100
 SAN ANTONIO, TX 78212

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Poteet ISD
1100 SCHOOL DR.
Poteet, TX 78065-0138

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4191

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Poth ISD
510 TITCOMB ST
Poth, TX 78147-0250

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4184

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

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

1. Article Addressed to:

RADIANCE ACADEMY OF
LEARNING
2235 THOUSAND OAKS, STE.
130
SAN ANTONIO, TX 78232

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4177

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

214

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article/Addressed to:

RADIANCE ACADEMY OF
LEARNING (WEST LAKE
CAMPUS)
1305 SW LOOP 410, STE 210
SAN ANTONIO, TX 78227

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4160

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540



RICK HAWKINS H S
1826 BASSE RD
SAN ANTONIO, TX 78213

7003 3110 0005 5781 4163



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

SAN ANTONIO CAN HIGH
SCHOOL
502 E. SOUTHCROSS
SAN ANTONIO, TX 78214

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7003 3110 0005 5781 4146

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Northside ISD
5900 Evers Rd.
San Antonio, TX 78238-1699

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 3972

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

YUCCA GARDENS
6903 SUNBELT DR S
SAN ANTONIO, TX 78218-3336

7003 3110 0005 5781 3989

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

1. Article Addressed to:

THE EDUCATION AND
TRAINING CENTER
6903 SUNBELT DR S
SAN ANTONIO, TX 78218-3336

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 3996

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

SOUTHWEST PREPARATORY
 SOUTHEAST CAMPUS
 735 S WW WHITE RD
 SAN ANTONIO, TX 78220-2524

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7003 3110 0005 5781 4030**

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540



SOUTHWEST PREPARATORY
 SCHOOL-NORTHWEST
 4550 NW LOOP 410, STE 111
 SAN ANTONIO, TX 78228

7003 3110 0005 5781 4054

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

Article Addressed to:
 SOUTHWEST PREPARATORY -
 VIRTUAL PILOT SITE
 1248 AUSTIN HWY
 SAN ANTONIO, TX 78209

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7003 3110 0005 5781 4047**

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: SHEKINAH RADIANCE ACADEMY 5203 OLD PEARSALL RD SAN ANTONIO, TX 78242	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7003 3110 0005 5781 4078	
	PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: SHEKINAH RADIANCE ACADEMY 6663 WALZEM ROAD SAN ANTONIO, TX 78218	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	7003 3110 0005 5781 4061	
	PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

<ul style="list-style-type: none"> Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: SHEKINAH HOPE 13069 IH35 N, BLDG B SAN ANTONIO, TX 78233	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	7003 3110 0005 5781 4085	
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SCHOOL OF EXCELLENCE IN
EDUCATION
802 OBLATE
SAN ANTONIO, TX 78216

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4092

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SCHOOL OF EXCELLENCE IN
EDUCATION
1826 BASSE RD
SAN ANTONIO, TX 78213-4606

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4108

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

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

1. Article Addressed to:

SAN ANTONIO TECHNOLOGY
ACADEMY
122 STRIBLING ST
SAN ANTONIO, TX 78204

2. Article Number

(Transfer from service label)

7003 3110 0005 5781 4115

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

**SAN ANTONIO SCHOOL FOR
INQUIRY & CREATIVITY
4618 SAN PEDRO AVE, STE 200
SAN ANTONIO, TX 78212**

2. Article Number **7003 3110 0005 5781 4122**
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

**SAN ANTONIO PREPARATORY
ACADEMY
8308 FREDERICKSBURG RD
SAN ANTONIO, TX 78229-1412**

COMPLETE THIS SECTION ON DELIVERY

7003 3110 0005 5781 4122

- Certified Mail**
- A mailing receipt
 - A unique identifier
 - A record of delivery
- Important Remint**
- Certified Mail m
 - Certified Mail is
 - NO INSURANC
 - valubles, pleas
 - For an addition
 - delivery. To opta
 - Receipt (PS For
 - fee. Endorse ma
 - a duplicate retur
 - required.
 - For an additio
 - addressee's aut
 - endorsement "R
 - If a postmark on
 - cle at the post
 - receipt is not ne
- IMPORTANT: Say**
Internet access
addressed to AP





***** WELCOME TO *****
BROOKS AFB STA.
SAN ANTONIO, TX 78235-9998
02/22/05 01:17PM

Store USPS	Trans 87
Wkstn sys5002	Cashier KSNRTZ
Cashier's Name	ADOLPH
Stock Unit Id	ADOLPH
PD Phone Number	210-534-5979
USPS #	4879830235

- 1. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 2. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 3. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 4. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 5. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 6. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 7. PVI Label 44.20
10 @ 4.42
Value: 4.42
Quantity: 10
- 8. PVI Label 4.42
Value: 4.42
Quantity: 1

Subtotal	313.82
Total	313.82

Personal/ Business Check	313.82
--------------------------	--------

Number of Items Sold: 8

Thank You
Please come again!

7003 3110 0005 5781 4078

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SHEKINAH RADIANCE ACADEMY
 5203 OLD PEARSALL RD
 SAN ANTONIO, TX 78242

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4085

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SHEKINAH HOPE
 13069 IH35 N, BLDG B
 SAN ANTONIO, TX 78233

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4108

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SCHOOL OF EXCELLENCE IN EDUCATION
 1826 BASSE RD
 SAN ANTONIO, TX 78213-4606

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4118

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SAN ANTONIO TECHNOLOGY ACADEMY
 122 STRIBLING ST
 SAN ANTONIO, TX 78204

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4061

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SHEKINAH RADIANCE ACADEMY
 6663 WALZEM ROAD
 SAN ANTONIO, TX 78218

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4067

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SCHOOL OF EXCELLENCE IN EDUCATION
 802 OBLATE
 SAN ANTONIO, TX 78216

Postmark: FEB 22 2005

or Instructions

7003 3110 0005 5781 4122

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SAN ANTONIO SCHOOL FOR INQUIRY & CREATIVITY
4618 SAN PEDRO AVE, STE 200
SAN ANTONIO, TX 78212

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 4139

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SAN ANTONIO PREPARATORY ACADEMY
8308 FREDERICKSBURG RD
SAN ANTONIO, TX 78229-1412

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 4191

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Poteet ISD
1100 SCHOOL DR.
Poteet, TX 78065-0138

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 3892

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent LYTLE ISD
Street or P.O. 15437 COTTAGE ST.
City, LYTLE, TX 79052-0945

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 4153

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent RICK HAWKINS H S
Street or P.O. 1826 BASSE RD
City, SAN ANTONIO, TX 78213

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 4146

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SAN ANTONIO CAN HIGH SCHOOL
502 E. SOUTHCROSS
SAN ANTONIO, TX 78214

PS Form 3800, April 2004 For Instructions

7003 3110 0005 5781 3996

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

Send to:
 THE EDUCATION AND TRAINING CENTER
 6903 SUNBELT DR S
 SAN ANTONIO, TX 78218-3336

PS Instructions

7003 3110 0005 5781 4166

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

Send to:
 RADIANCE ACADEMY OF LEARNING
 (WEST LAKE CAMPUS)
 1305 SW LOOP 410, STE 210
 SAN ANTONIO, TX 78227

PS Instructions

7003 3110 0005 5781 3972

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

Send to:
 Northside ISD
 5900 Evers Rd.
 San Antonio, TX 78238-1699

PS Instructions

7003 3110 0005 5781 3989

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

YUCCA GARDENS
 6903 SUNBELT DR S
 SAN ANTONIO, TX 78218-3336

PS Instructions

7003 3110 0005 5781 4016

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

Send to:
 Stockdale ISD
 503 S. 4th Street
 Stockdale, TX 78160-0007

PS Instructions

7003 3110 0005 5781 4021

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark Here: FEB 22 2005

Send to:
 ST. FRANCIS ACADEMY
 3201 CHERRY RIDGE, STE C-315
 SAN ANTONIO, TX 78230

PS Instructions

7003 3110 0005 5781 4047

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SOUTHWEST PREPARATORY - VIRTUAL PILOT SITE
1248 AUSTIN HWY
SAN ANTONIO, TX 78209

6001 1825 5000 017E 5781 4004

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

THE BASIC CENTER
6903 SUNBELT DR S
SAN ANTONIO, TX 78218-3336

7003 3110 0005 5781 4030

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SOUTHWEST PREPARATORY SOUTHEAST CAMPUS
735 S WW WHITE RD
SAN ANTONIO, TX 78220-2524

6001 1825 5000 017E 5781 4054

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

SOUTHWEST PREPARATORY SCHOOL-NORTHWEST
4550 NW LOOP 410, STE 111
SAN ANTONIO, TX 78228

7003 3110 0005 5781 4283

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

LIGHTHOUSE CHARTER SCHOOL
8750 FOURWINDS
WINDCREST, TX 78239

6001 1825 5000 017E 5781 4245

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		FEB 22 2005
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

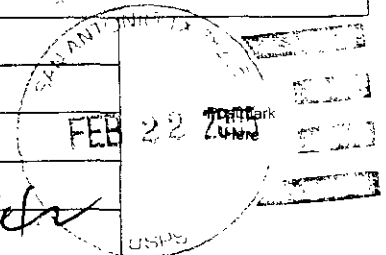
North East ISD
8961 Tesoro Dr.
San Antonio, TX 78217-6225

7003 3110 0005 5781 4313

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



La Vernia ISD
13600 US HWY 87 W
La Vernia, TX 78121-9554

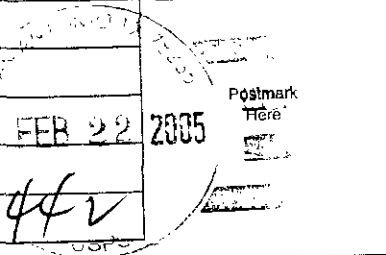
for Instructions

7003 3110 0005 5781 4290

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



Lackland ISD
2460 Kenly Ave., Bldg 8265
San Antonio, TX 78236-1244

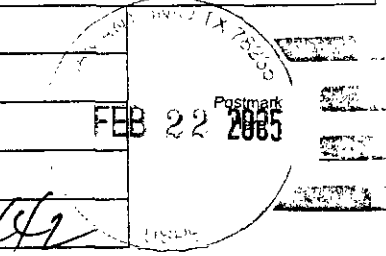
for Instructions

7003 3110 0005 5781 4238

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



OMEGA ACADEMIC CENTER
4434 ROLAND
SAN ANTONIO, TX 78222

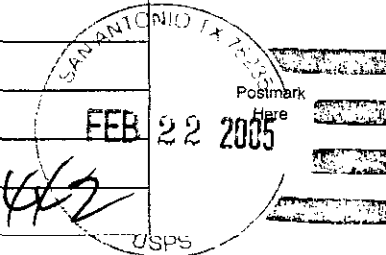
for Instructions

7003 3110 0005 5781 4269

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



NEW DIRECTIONS
1201 AUSTIN HWY, STE 200
SAN ANTONIO, TX 78209

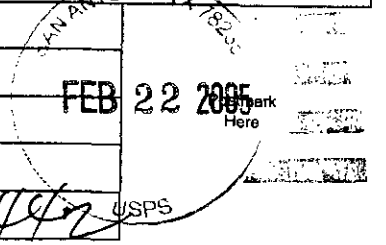
for Instructions

7003 3110 0005 5781 4207

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



POSITIVE SOLUTIONS CHARTER SCHOOL
1325 N. FLORES, STE 100
SAN ANTONIO, TX 78212

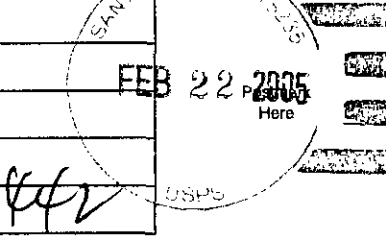
for Instructions

7003 3110 0005 5781 4252

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442



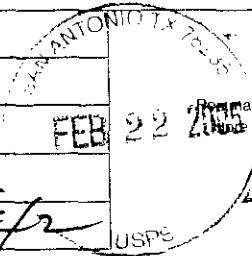
NEW FRONTIERS CHARTER SCHOOL
4018 S PRESA ST
SAN ANTONIO, TX 78223

for Instructions

7003 3110 0005 5781 4221

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

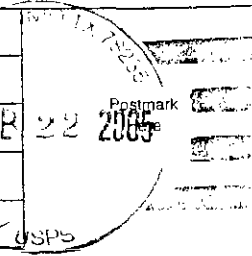


Se. Pleasanton ISD
St. 831 Stadium Drive
or City Pleasanton, TX 78064-2499
PS Instructions

7003 3110 0005 5781 4214

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com®

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

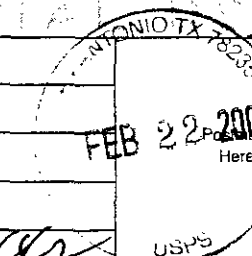


Se. POR VIDA ACADEMY
St. 1135 MISSION RD
or City SAN ANTONIO, TX 78210-4598
PS Instructions

7003 3110 0005 5781 4184

U.S. Postal Service™
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

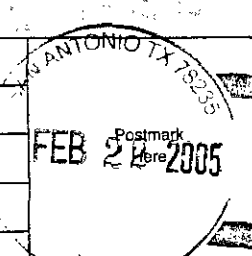


Se. Poth ISD
St. 510 TITCOMB ST
or City Poth, TX 78147-0250
PS Instructions

7003 3110 0005 5781 4177

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

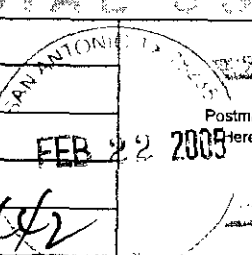


Se. RADIANCE ACADEMY OF LEARNING
St. 2235 THOUSAND OAKS, STE. 130
or City SAN ANTONIO, TX 78232
PS Instructions

7003 3110 0005 5781 4276

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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

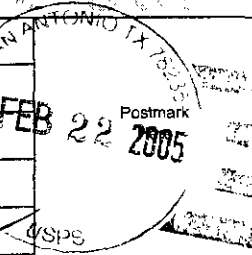


Se. NEHEMIAH INSTITUTE
St. 5703 BLANCO RD
or City SAN ANTONIO, TX 78216
PS Instructions

7003 3110 0005 5781 4498

U.S. Postal Service™
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42



Se. DIETRICH ROAD COMMUNITY CENTER
St. 6903 SUNBELT DR S
or City SAN ANTONIO, TX 78218-3336
PS Instructions

7003 3110 0005 5781 4444

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
Ft. Sam Houston ISD
1902 Winans Rd
San Antonio, TX 78234-1497

PS Instructions

7003 3110 0005 5781 4405

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
Harlandale ISD
102 Genevieve St.
San Antonio, TX 78214-2997

PS Instructions

7003 3110 0005 5781 4412

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
GEORGE I SANCHEZ CHARTER HS SAN ANTONIO BRANCH
436 S. MAIN
SAN ANTONIO, TX 78204

PS Instructions

7003 3110 0005 5781 4436

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
GEORGE GERVIN ACADEMY
6903 SUNBELT DR S
SAN ANTONIO, TX 78218-3336

PS Instructions

7003 3110 0005 5781 4450

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
Edgewood ISD
5358 W. Commerce St.
San Antonio, TX 78237-1354

PS Instructions

7003 3110 0005 5781 4429

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Postmark Here
FEB 22 2005
USPS

Sent
GUARDIAN ANGEL PERFORMANCE ARTS ACADEMY
601 HOWARD ST.
SAN ANTONIO, TX 78218

PS Instructions

7003 3110 0005 5781 4375

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE HUEBNER ROAD
 ST 3202 CHERRY RIDGE, STE C-315
 or SAN ANTONIO, TX 78230
 CI

PS Instructions

7003 3110 0005 5781 4382

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

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE HIGGS CARTER KING GIFTEN &
 ST TALENTED CHARTER ACADEMY
 or 612 FREDERICKSBURG ROAD
 CI SAN ANTONIO, TX 78201

PS Instructions

7003 3110 0005 5781 4344

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE JUBILEE ACADEMIC CENTER
 ST 4434 ROLAND
 or SAN ANTONIO, TX 78222
 CI

PS Instructions

7003 3110 0005 5781 4394

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE HAYS JUVENILE CENTER
 ST 3201 CHERRY RIDGE, STE C-315
 or SAN ANTONIO, TX 78230
 CI

PS Instructions

7003 3110 0005 5781 4368

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE Jourdanton ISD
 ST 200 Zanderson Ave.
 or Jourdanton, TX 78026-3045
 CI

PS Instructions

7003 3110 0005 5781 4351

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>

Postmark Here: FEB 22 2005

SE JOHN H WOOD CHARTER SCHOOL
 ST 3201 CHERRY RIDGE, STE C-315
 or SAN ANTONIO, TX 78230
 CI

PS Instructions

0224 1845 5000 0110 0005 5781 4320

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
KIPP ASPIRE ACADEMY
1401 WEST AVE. NO.3
SAN ANTONIO, TX 78201

PS Form 3800, Instructions

9064 1845 5000 0110 0005 5781 4306

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
LA ESCUELA DE LAS AMERICAS
2300 W. COMMERCE, STE. 200
SAN ANTONIO, TX 78207

PS Form 3800, Instructions

0224 1845 5000 0110 0005 5781 4658

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
Southside ISD
1460 Martinez Losoya Rd.
San Antonio, TX 78221-9648

PS Form 3800, Instructions

9064 1845 5000 0110 0005 5781 4327

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
Judson ISD
8012 Shin Oak
San Antonio, TX 78233-2457

PS Form 3800, Instructions

0224 1845 5000 0110 0005 5781 4666

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
BEXAR COUNTY ACADEMY
20755 GREENFIELD
SOUTHFIELD, MI 48075

PS Form 3800, Instructions

0224 1845 5000 0110 0005 5781 4597

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

Sent to
Southwest ISD
11914 Dragon Ln.
San Antonio, TX 78252-2647

PS Form 3800, Instructions

7003 3110 0005 5781 4461

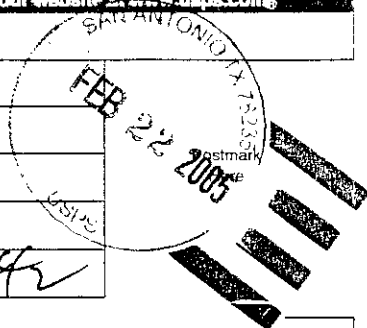
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 DR. PAUL S SAENZ JH
 Street, or PO Box 1830 BASSE RD
 City, State SAN ANTONIO, TX 78213

PS Form Instructions



7003 3110 0005 5781 4474

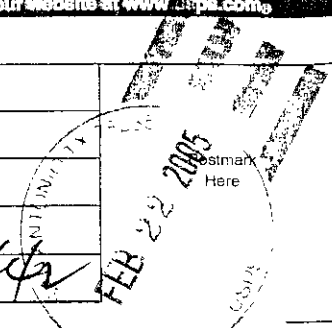
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 EAGLE ACADEMY-SAN ANTONIO NE
 Street, or PO Box 405 SH 121 BYPASS, BLDG D, STE 100
 City, State LEWISVILLE, TN 75067-8192

PS Form Instructions



7003 3110 0005 5781 4641

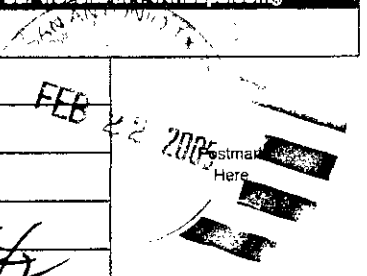
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 Somerset ISD
 Street, or PO Box 19644 Somerset
 City, State Somerset, TX 78069

PS Form Instructions



7003 3110 0005 5781 4627

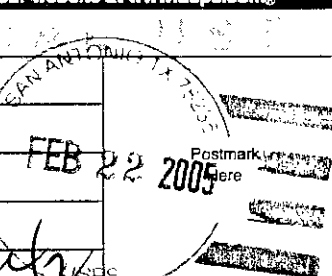
U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 Randolph Field ISD
 Street, or PO Box Building 1225
 City, State Perimeter Rd. Universal City, TX 78148

PS Form Instructions



7003 3110 0005 5781 4580

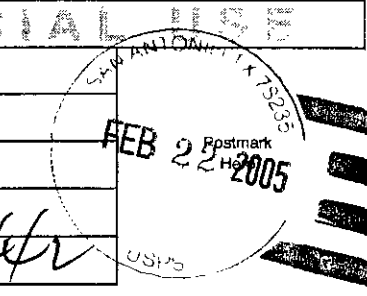
U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 ACADEMY OF CAREERS AND
 Street, or PO Box TECHNOLOGIES CHARTER SCHOOL
 City, State 807 S. ROOSEVELT SAN ANTONIO, TX 78210

PS Form Instructions



7003 3110 0005 5781 4503

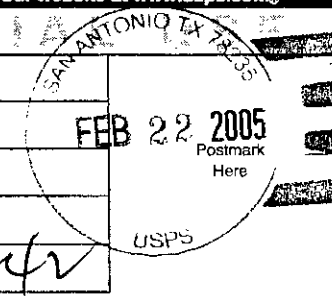
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To
 South San Antonio ISD
 Street, or PO Box 2215 Bovcat Ln.
 City, State San Antonio, TX 78224-1268

PS Form Instructions



7003 3110 0005 5781 4559

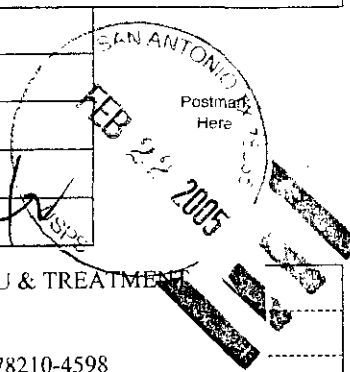
U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: BEXAR CO DAY EDU & TREATMENT PRGM
 Street or PO: 1135 MISSION RD
 City, S: SAN ANTONIO, TX 78210-4598

PS For Instructions



7003 3110 0005 5781 4566

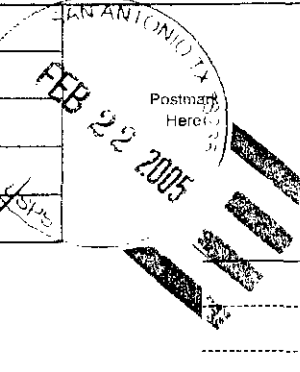
U.S. Postal Service™
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: ALPHA II
 Street or PO: 5703 BLANCO RD
 City, S: SAN ANTONIO, TX 78216

PS For Instructions



7003 3110 0005 5781 4610

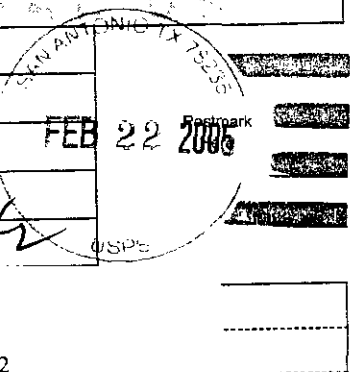
U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: Florisville ISD
 Street or PO: 908 10th Street
 City, S: Floresville, TX 782114-1852

PS For Instructions



7003 3110 0005 5781 4542

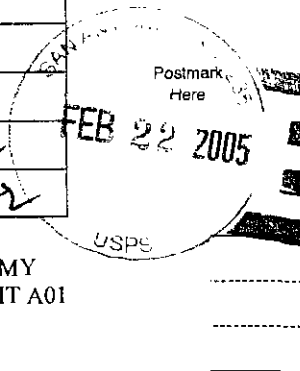
U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: BEXAR COUNTY ACADEMY
 Street or PO: 1485 HILLCREST DR., UNIT A01
 City, S: SAN ANTONIO, TX 78228

PS For Instructions



7003 3110 0005 5781 4535

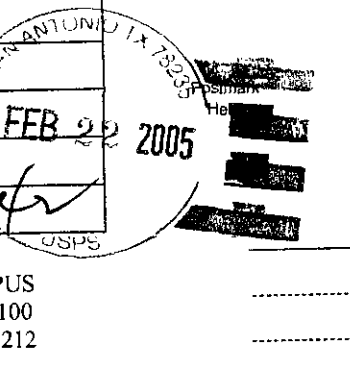
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: BRYAN TEXAS CAMPUS
 Street or PO: 1325 N. FLORES, STE 100
 City, S: SAN ANTONIO, TX 78212

PS For Instructions



7003 3110 0005 5781 4634

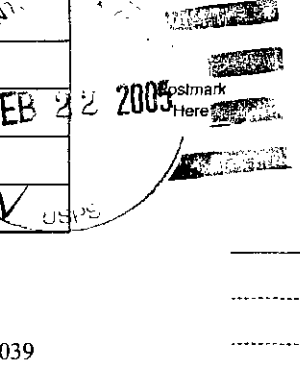
U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Sent To: San Antonio ISD
 Street or PO: 141 Lavaca St.
 City, S: San Antonio, TX 78210-1039

PS For Instructions



233

7003 3110 0005 5781 4528

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ <i>4.42</i>	

Sent: Charlotte ISD
 Str: HWY 97, 102 E. HINDES
 or P: Charlotte, TX 78011-0489
 City:

PS f Instructions

7003 3110 0005 5781 4511

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

For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ <i>4.42</i>	

Sent: CAREER PLUS LEARNING ACADEMY
 Str: 1122 S WW WHITE RD
 or P: SAN ANTONIO, TX 78220
 City:

PS f Instructions

7003 3110 0005 5781 4467

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ <i>4.42</i>	

Sent: East Central ISD
 Str: 6634 New Sulphur Springs Rd.
 or P: San Antonio, TX 78263-9701
 City:

PS f Instructions

7003 3110 0005 5781 4504

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ <i>4.42</i>	

Sent: CORPUS CHRISTI ACADEMY
 Str: 3036 SARATOGA BLVD
 or P: CORPUS CHRISTI, TX 78415
 City:

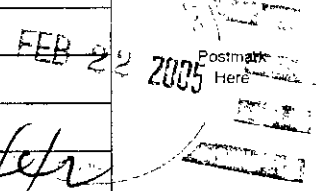
PS f Instructions

5514 1925 5000 01TE E002

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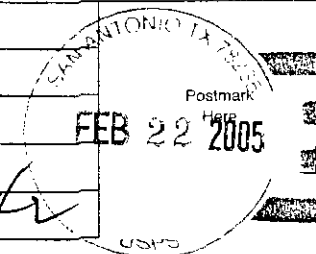
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Audit Report

**SOMERSET ACADEMY, INC.
MIRAMAR, FLORIDA**

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT**

JUNE 30, 2003

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VERDEJA & GRAVIER

PEDRO M. de ARMAS, P.A.
ALEJANDRO D. GRAVIER, P.A.
LEONARDO GRAVIER, P.A.
LEONARDO D. GRAVIER, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO F. VERDEJA, P.A.

INDEPENDENT AUDITORS' REPORT

CARMEN LLANO-GOMEZ, C.P.A.
REGINO RODRIGUEZ, C.P.A.

Board of Directors
Somerset Academy, Inc.
Miramar, Florida

We have audited the accompanying statements of financial position of Somerset Academy, Inc. (the "Organization") as of June 30, 2003, and the related statements of activities and change in net assets, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the financial position of the Organization, as of June 30, 2003 and the changes in its net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As indicated in Note 1, the Organization is composed of two charter schools, Somerset Academy (f/k/a Somerset Neighborhood School) and Somerset Academy High School.

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 12, 2003

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CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

201 ALHAMBRA CIRCLE, SUITE 901, CORAL GABLES, FL 33134

OFFICE: 305.446.3177 • FAX: 305.446.6319

SOMERSET ACADEMY, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2003

ASSETS

CURRENT ASSETS

Cash	\$ 299,593
Accounts receivable	6,949
Due from agencies	216
Total Current Assets	<u>306,758</u>

Deposits	50,934
Property & Equipment, Net	484,227
Due from landlord	640,000
Total Assets	<u>\$ 1,481,919</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Salaries and wages payable	\$ 454,442
Accounts payable	458,583
Lines of credit	107,444
Leases and mortgage payable	44,680
Total Liabilities	<u>1,065,149</u>

NET ASSETS

Unrestricted	<u>416,770</u>
--------------	----------------

Total Net Assets	<u>416,770</u>
------------------	----------------

Total Liabilities and Net Assets	<u>\$ 1,481,919</u>
-------------------------------------	---------------------

**SOMERSET ACADEMY, INC.
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2003**

SUPPORT AND REVENUE

Capital outlay funding	\$ 523,740
Start-up grant	201,650
County funding	4,293,407
Private grants	144,400
Fees from pre-school program	179,004
Fees from other programs	108,548
Aftercare program	304,746
Fundraising and other revenue	8,049
TOTAL SUPPORT AND REVENUE	<u>5,763,544</u>

OPERATING EXPENSES

Instruction	3,006,713
Instructional Staff Training Services	7,252
Board	(21,646)
General Administration	2,824
School Administration	588,036
TOTAL OPERATING EXPENSES	<u>3,583,179</u>

**EXCESS SUPPORT AND REVENUE OVER
OPERATING EXPENSES AND BEFORE
FACILITY, INTEREST AND DEPRECIATION
EXPENSES**

2,180,365

FACILITY EXPENSES

Facilities Acquisition and Construction	12,423
Fiscal Services	155,015
Food Services	30,150
Central Services	146,995
Pupil Transportation Services	23,299
Operation of Plant	1,374,183
Plant Improvement and Maintenance	89,007
Community Services	245,580
TOTAL FACILITY EXPENSES	<u>2,076,652</u>

**EXCESS SUPPORT AND REVENUE OVER
OPERATING AND FACILITY EXPENSES
AND BEFORE INTEREST AND DEPRE-
CIATION EXPENSES**

103,713

Interest	5,807
Depreciation	90,832
	<u>96,639</u>

CHANGE IN NET ASSETS

7,074

Net assets at beginning of year 409,696

Net assets at end of year \$ 416,770

SOMERSET ACADEMY, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2003

Cash Flows from Operating Activities	
Change in net assets	\$ 7,074
Adjustments to reconcile excess	
to net cash provided by operating activities:	
Depreciation and amortization	90,831
Change in Assets and Liabilities:	
Increase in accounts receivable and due from agencies	(1,921)
Increase in deposits	(7,959)
Decrease in bank overdraft	(13,485)
Increase in salaries payable	151,435
Increase in accounts payable	293,288
Total adjustments	<u>512,189</u>
Net Cash Provided by Operating Activities	519,263
Cash Flows from Investing Activities	
Acquisition of property and equipment	<u>(216,494)</u>
Net Cash Used in Investing Activities	(216,494)
Cash Flows from Financing Activities	
Payments on mortgage notes payable	<u>(3,176)</u>
Net Cash Provided by Financing Activities	(3,176)
Net increase in cash and equivalents	299,593
Cash, at beginning of year	<u>-</u>
Cash, at end of year	<u>\$ 299,593</u>

Investing and Financial Activities Not Requiring Cash

During the period ended June 30, 2003, the Organization acquired \$47,858 of property and equipment through capital leases.

The accompanying notes are an integral part of this financial statement.

SOMERSET ACADEMY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2003

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations:

Somerset Academy, Inc. (the "Organization"), is a not-for-profit organization composed of two charter schools educating children from kindergarten through the twelfth grade. The Organization was incorporated in the State of Florida pursuant to Section 228.056 of the Florida Statutes. The two charter schools are Somerset Academy (f/k/a Somerset Neighborhood School) and Somerset Academy High School, collectively the "Schools." The Schools operate under a charter of the District School Board of Broward County, Florida and are considered a component unit of such board. The Organization is funded by the Broward County School System and in addition, receives government grants.

These financial statements are for the year ended June 30, 2003, when school enrollment amounted to 978 students. Somerset Academy High School's first year of student enrollment was 79.

Basis of Accounting and Presentation:

The Organization has adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made" and SFAS No. 117, "Financial Statements of Not-for-Profit Organizations". SFAS No. 116 requires the recognition of unconditional promises. SFAS No. 117 establishes external financial reporting for not-for-profit organizations which includes three basic financial statements and the classification of resources into three separate classes of net assets, Unrestricted, Temporarily Restricted and Permanently Restricted.

The net assets categories as reflected in the accompanying financial statements are as follows:

Unrestricted

Net assets which are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in permanently or temporarily restricted net assets.

Temporarily Restricted

Net assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of the Organization pursuant to those stipulations.

Permanently Restricted Fund

Net assets whose use by the Organization is limited by donor-imposed stipulations that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Organization. There are no permanently restricted funds.

Restricted Contributions whose Restrictions Are Met in the Same Reporting Period

Donor restricted contributions whose restrictions are met in the same reporting period are reported initially as temporarily restricted and later reclassified to the unrestricted fund once the restrictions expire.

Cash Equivalents:

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when purchased. The Organization's cash consists of demand deposits with financial institutions which are insured by Federal depository insurance.

Accounts Receivable:

Substantially all of the accounts receivable relate to amounts due from donors or grants awarded.

SOMERSET ACADEMY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2003

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Sources:

The Schools have also received awards for the enhancement of various educational programs and capital improvements from the State of Florida (the "State"). Awards are generally received based on applications submitted to and approved by various granting agencies. For State awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

NOTE 2 – ORGANIZATION'S MANAGEMENT

The Organization has entered into an agreement with Academica Corporation, a professional charter school management company, to provide management and administrative services to the Schools. In providing management services to the Schools, officers of the management company also serve as officers of the School, however none serve as members of the Board of Directors. The contract calls for a fee of \$450 per student per year and is renewable annually. During the year ended June 30, 2003, the Schools incurred approximately \$472,200, in management fees, of which \$156,200, were due to the management company at year end.

NOTE 3 – PROPERTY AND EQUIPMENT

The following schedule provides a summary of changes in property and equipment for the year ended June 30, 2003:

	Balance 07/01/02	Additions	Retirements	Balance 06/30/03
Property and Equipment				
Land and Construction in Progress	\$ -	\$ -	\$ -	\$ -
Leasehold Improvements	13,245	30,000	-	43,245
Furniture, Equipment and				
Textbooks	318,331	182,901	-	501,232
Audiovisual Materials	10,693	-	-	10,693
Property Under Capital Leases	-	51,449	-	51,449
Computer Software	<u>37,288</u>	<u>-</u>	<u>-</u>	<u>37,288</u>
Total Capital Assets	379,557	264,350	-	643,907
Less Accumulated Depreciation				
Leasehold Improvements	(662)	(662)	-	(1,324)
Furniture, Equipment and				
Textbooks	(60,123)	(70,457)	-	(130,580)
Property Under Capital Leases	-	(5,144)	-	(5,144)
Audiovisual Materials	(1,849)	(2,139)	-	(3,988)
Computer Software	<u>(6,215)</u>	<u>(12,429)</u>	<u>-</u>	<u>(18,644)</u>
Total Accumulated Depreciation	<u>(68,849)</u>	<u>(90,831)</u>	<u>-</u>	<u>(159,680)</u>
Property and Equipment, net	<u>\$ 310,708</u>	<u>\$ 173,519</u>	<u>\$ -</u>	<u>\$ 484,227</u>

Depreciation expense for the year ended June 30, 2003 was \$90,831.

SOMERSET ACADEMY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2003

NOTE 4 – LINES OF CREDIT AND RELATED PARTIES

In previous years, the Organization entered into two long-term lines of credit agreements and an advance from affiliates. Proceeds from these advances were utilized for operating purposes. The balance at June 30, 2003 was as follows:

	<u>Balance</u> 07/01/02	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> 06/30/03
Line of credit agreement with the Organization's management company for a maximum amount of \$200,000 at an interest rate of 8% annually. Both principal and accrued interest are due and payable on August 31, 2006.	\$ 253	\$ -	\$ -	\$ 253
Line of credit agreement with the Organization's management company officer for a maximum amount of \$200,000 at an interest rate of 8% annually. Both principal and accrued interest are due and payable on August 31, 2006.	<u>107,191</u> <u>\$ 107,444</u>	<u>-</u> <u>\$ -</u>	<u>-</u> <u>\$ -</u>	<u>107,191</u> <u>\$ 107,444</u>

NOTE 5 – COMMITMENTS AND OPERATING LEASES

The Organization leases its Pembroke Pines Campus, under a lease agreement with a term from August 2001 through August 2016. Total lease payments paid by the Organization were approximately \$580,000. Lease payments are subject to annual increases based on the Consumer Price Index. During the lease term, the Organization has the option to renew the lease for one successive five-year term.

The Organization leases additional classroom facilities under a lease agreement expiring on August 2017 with a renewal option for an additional five years. The annual lease payments paid by the Organization were approximately \$565,000. Lease payments are subject to annual increases based on the Consumer Price Index.

Finally the Organization leases various office equipment for approximately \$28,000 a month expiring October 2008.

Future payments under operating leases are as follows:

<u>Fiscal Year</u>	
2004	\$1,172,448
2005	1,172,448
2006	1,172,448
2007	1,171,263
2008	<u>1,171,130</u>
	<u>\$5,859,737</u>

SOMERSET ACADEMY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2003

NOTE 6 – CONCENTRATION OF RISK FOR CASH HELD AT BANKS

The Organization maintains one account at a banking institution. This account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. The Organization generally limits the amount of credit exposure by maintaining its cash balance under this limit.

NOTE 7 – GRANTS

In the normal course of operations, the Organization receives grant funds from various federal, state and local agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not reflected in these financial statements.

NOTE 8 – COMPENSATED ABSENCES

The Organization grants a specific number of days of vacation/sick/personal leave. Full time instructional employees are eligible for ten days per year. Employees, excluding administrators, wishing carry forward unused days, at year-end, may only carry forward a maximum number of five days. The remaining number of unused days must be cashed out at a rate of \$50.00 per day. A full time instructional employee may only have a maximum number of fifteen vacation/sick/personal days at the beginning of any school year; ten for the current year and five carried over from previous years.

SUPPLEMENTARY INFORMATION



VERDEJA & GRAVIER

PEDRO M. de ARMAS, P.A.
ALEJANDRO D. GRAVIER, P.A.
LEONARDO GRAVIER, P.A.
LEONARDO D. GRAVIER, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO T. VERDEJA, P.A.

CARMEN LLAINOGOMFZ, C.P.A.
REGINO RODRIGUEZ, C.P.A.

**INDEPENDENT AUDITORS' REPORT ON
SUPPLEMENTARY INFORMATION**

Board of Directors
Somerset Academy, Inc.
Miramar, Florida

Our audit was made for the purpose of forming an opinion on the financial statements of Somerset Academy, Inc. taken as a whole. The accompanying combining statement of financial position and combining statement of activities and change in net assets for the year ended June 30, 2003, which are also the responsibility of the Organization's management, is presented for purposes of additional analysis and are not a required part of the financial statements. Such schedules have been subjected to the auditing procedures applied in our audit of the financial statements and, in our opinion, are fairly stated in all material respects when considered in relation to the financial statements taken as a whole.

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 12, 2003

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SOMERSET ACADEMY, INC.
COMBINING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2003

	Somerset Academy School	Somerset Academy High School	Eliminations	TOTAL
ASSETS				
CURRENT ASSETS				
Cash	\$ 291,835	\$ 7,758	\$ -	\$ 299,593
Accounts receivable	6,949	-	-	6,949
Due from agencies	-	116,247	(116,031)	216
Total Current Assets	298,784	124,005	(116,031)	306,758
Deposits	45,551	5,383	-	50,934
Property & Equipment, Net	387,608	96,619	-	484,227
Due from landlord	640,000	-	-	640,000
Total Assets	\$ 1,371,943	\$ 226,007	\$ (116,031)	\$ 1,481,919
LIABILITIES AND STOCKHOLDER'S EQUITY				
LIABILITIES				
Salaries and wages payable	\$ 428,275	\$ 26,167	\$ -	\$ 454,442
Accounts payable	564,222	10,392	(116,031)	458,583
Lines of credit	107,444	-	-	107,444
Leases and mortgage payable	-	44,680	-	44,680
Total Liabilities	1,099,941	81,239	(116,031)	1,065,149
NET ASSETS				
Unrestricted	272,002	144,768	-	416,770
Total Net Assets	272,002	144,768	-	416,770
Total Liabilities and Net Assets	\$ 1,371,943	\$ 226,007	\$ (116,031)	\$ 1,481,919

SOMERSET ACADEMY, INC.
COMBINING STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2003

	Somerset Academy School	Somerset Academy High School	Eliminations	TOTAL
SUPPORT AND REVENUE				
Capital outlay funding	\$ 461,796	\$ 61,944	\$ -	\$ 523,740
Start-up grant	-	201,650	-	201,650
County funding	3,914,651	378,756	-	4,293,407
Private grants	144,400	-	-	144,400
Fees from pre-school program	179,004	-	-	179,004
Fees from other programs	108,548	-	-	108,548
Aftercare program	304,746	-	-	304,746
Fundraising and other revenue	8,049	-	-	8,049
TOTAL SUPPORT AND REVENUE	5,121,194	642,350	-	5,763,544
OPERATING EXPENSES				
Instruction	2,781,968	224,745	-	3,006,713
Instructional Staff Training Services	7,252	-	-	7,252
Board	(22,146)	500	-	(21,646)
General Administration	2,824	-	-	2,824
School Administration	546,214	41,822	-	588,036
TOTAL OPERATING EXPENSES	3,316,112	267,067	-	3,583,179
EXCESS SUPPORT AND REVENUE OVER OPERATING EXPENSES AND BEFORE FACILITY, INTEREST AND DEPRECIATION EXPENSES				
	1,805,082	375,283	-	2,180,365
FACILITY EXPENSES				
Facilities Acquisition and Construction	12,423	-	-	12,423
Fiscal Services	140,487	14,528	-	155,015
Food Services	17,500	12,650	-	30,150
Central Services	135,086	11,909	-	146,995
Pupil Transportation Services	23,299	-	-	23,299
Operation of Plant	1,232,738	141,445	-	1,374,183
Plant Improvement and Maintenance	55,566	33,441	-	89,007
Community Services	245,580	-	-	245,580
TOTAL FACILITY EXPENSES	1,862,679	213,973	-	2,076,652
EXCESS SUPPORT AND REVENUE OVER OPERATING AND FACILITY EXPENSES AND BEFORE INTEREST AND DEPRE- CIATION EXPENSES				
	(57,597)	161,310	-	103,713
Interest	-	5,807	-	5,807
Depreciation	80,097	10,735	-	90,832
	80,097	16,542	-	96,639
EXCESS (DEFICIT) OF SUPPORT AND REVENUE OVER EXPENSES				
	(137,694)	144,768	-	7,074
Net assets at beginning of year	409,696	-	-	409,696
Net assets at end of year	\$ 272,002	\$ 144,768	\$ -	\$ 416,770

SOMERSET ACADEMY, INC.
(f/k/a Somerset Neighborhood School, Inc.)
MIRAMAR, FLORIDA

NOT-FOR-PROFIT BASIS
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT

June 30, 2002

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CPA

VERDEJA & GRAVIER

PERIODIC OF AFFAIRS, PA
EDUARDO GRAVIER, P.A.
THOMAS D. GRAVIER, P.A.
FRANK D. GONZALEZ, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO T. VERDEJA, P.A.

INDEPENDENT AUDITORS' REPORT

ALEXANDRO D. GRAVIER, C.P.A.
CARMEN LIANO GOMEZ, C.P.A.
REYNOLDO RODRIGUEZ, C.P.A.

Board of Directors
Somerset Academy, Inc.
Miami, Florida

We have audited the accompanying statement of position of Somerset Academy, Inc. as of June 30, 2002, and the related statements of activities and change in net assets, and cash flows for the year then ended. These financial statements are the responsibility of the Charter School's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the financial position of Somerset Academy, Inc., as of June 30, 2002 and the changes in its net assets and cash flows for the year then ended in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 3, 2002, on our consideration of the Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.

Verdeja & Gravier

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 3, 2002

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

31 ALHAMBRA CIRCLE, SUITE 900, MIAMI GABLES, FL 33134

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254

THE SOMERSET ACADEMY SCHOOL, INC.
STATEMENT OF POSITION
JUNE 30, 2002

ASSETS

ASSETS

Accounts receivable	\$ 5,244
CURRENT ASSETS	<u>5,244</u>
Property and equipment, net of accumulated depreciation of \$68,849	310,708
Due from related parties	640,000
Deposits & other assets	42,975
TOTAL ASSETS	<u><u>\$ 998,927</u></u>

LIABILITIES AND NET ASSETS

LIABILITIES

Bank overdraft	\$ 13,484
Accounts payable	165,295
Salaries and wages payable	303,007
Lines of credit	107,444
TOTAL LIABILITIES	<u>589,230</u>

COMMITMENTS AND CONTINGENCIES

NET ASSETS

Unrestricted	409,696
TOTAL NET ASSETS	<u>409,696</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 998,927</u></u>

The accompanying notes are an integral part of this financial statement.

THE SOMERSET ACADEMY SCHOOL, INC.
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2002

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUE			
Capital outlay funding ✓	\$ 447,444	\$ -	\$ 447,444
County funding	2,727,542	-	2,727,542
Pre-K program fees	186,571	-	186,571
Other program fees	269,167	-	269,167
Fundraising and other revenue	13,804	-	13,804
Grants released from restrictions	85,000	(85,000)	170,000
TOTAL SUPPORT AND REVENUE	<u>3,729,529</u>	<u>(85,000)</u>	<u>3,814,529</u>
OPERATING EXPENSES			
Instruction	1,986,356	-	1,986,356
Instructional Staff Training Services Training Services	19,564	-	19,564
Board	3,150	-	3,150
General Administration	1,235	-	1,235
School Administration	471,746	-	471,746
TOTAL OPERATING EXPENSES	<u>2,482,051</u>	<u>-</u>	<u>2,482,051</u>
EXCESS SUPPORT AND REVENUE OVER OPERATING EXPENSES AND BEFORE FACILITY, AND DEPRECIATION EXPENSES			
	<u>1,247,478</u>	<u>(85,000)</u>	<u>1,162,478</u>
FACILITY EXPENSES			
Facilities Acquisition and Construction	3,387	-	3,387
Fiscal Services	107,502	-	107,502
Food Services	29,989	-	29,989
Central Services	106,529	-	106,529
Pupil Transportation Services	11,259	-	11,259
Operation of Plant	667,967	-	667,967
Plant Improvement & Maintenance	28,378	-	28,378
Community Services	116,049	-	116,049
TOTAL FACILITY EXPENSES	<u>1,071,060</u>	<u>-</u>	<u>1,071,060</u>
EXCESS SUPPORT AND REVENUE OVER OPERATING AND FACILITY EXPENSES AND BEFORE DEPRECIATION EXPENSE			
	<u>176,418</u>	<u>(85,000)</u>	<u>91,418</u>
Depreciation	<u>49,599</u>	<u>-</u>	<u>49,599</u>
EXCESS OF SUPPORT AND REVENUE OVER EXPENSES			
	126,819	(85,000)	41,819
Net assets at beginning of year (as adjusted)	<u>282,877</u>	<u>85,000</u>	<u>367,877</u>
Net assets at end of year	<u>\$ 409,696</u>	<u>\$ -</u>	<u>\$ 409,696</u>

The accompanying notes are an integral part of this financial statement.

**THE SOMERSET ACADEMY, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2002**

Cash Flows from Operating Activities	
Excess of support and revenue over expenses	\$ 41,819
Adjustments to reconcile excess to net cash provided by operating activities:	
Depreciation and amortization	49,599
Change in Assets and Liabilities:	
Increase in accounts receivable	(2,399)
Increase in due from related parties	(640,000)
Decrease in due to related entities	(74,348)
Increase in Deposits	(1,707)
Increase in accounts payable and salaries payable	58,906
Total adjustments	<u>(609,949)</u>
Net Cash Used by Operating Activities	(568,130)
Cash Flows from Investing Activities	
Acquisition of property and equipment	(1,213,955)
Disposal of property and equipment	4,017,449
Net Cash Used by Investing Activities	<u>2,803,494</u>
Cash Flows from Financing Activities	
Payments on debt	(2,529,008)
Borrowings on lines of credit	107,444
Net Cash Used by Financing Activities	<u>(2,421,564)</u>
Net decrease in cash and equivalents	(186,200)
Cash and Equivalents at beginning of year	<u>172,716</u>
Cash and Equivalents (overdraft) at end of year	<u>\$ (13,484)</u>

The accompanying notes are an integral part
of this financial statement.

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Somerset Academy, Inc. (f/k/a Somerset Neighborhood School, Inc.) ("Somerset"), is a not-for-profit organization incorporated in the State of Florida pursuant to Section 228.056 of the Florida Statutes and was established as a charter school for children from pre-kindergarten through 5th grade. The school has two campuses which are located in Miramar and Pembroke Pines, Florida. The school operates under a charter of the school district of Broward County, Florida and is considered a component unit of the Broward County School Board. Somerset is funded by the Broward County School System and in addition, receives government grants.

The Charter School has adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made" and SFAS No. 117, "Financial Statements of Not-for-Profit Organizations". SFAS No. 116 requires the recognition of unconditional promises. SFAS No. 117 establishes external financial reporting for not-for-profit Organizations which includes three basic financial statements and the classification of resources into three separate classes of net assets, Unrestricted, Temporarily Restricted and Permanently Restricted.

The net assets categories as reflected in the accompanying financial statements are as follows:

Unrestricted

Net assets which are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in permanently or temporarily restricted net assets.

Temporarily Restricted

Net assets whose use by the Charter School is limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of the Charter School pursuant to those stipulations.

Permanently Restricted Fund

Net assets whose use by the Charter School is limited by donor-imposed stipulations that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Charter School. There are no permanently restricted funds.

Restricted Contributions whose Restrictions Are Met in the Same Reporting Period

Donor restricted contributions whose restrictions are met in the same reporting period are reported initially as temporarily restricted and later reclassified to the unrestricted fund once the restrictions expire.

Cash Equivalents:

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when purchased.

Accounts Receivable:

Substantially all of the accounts receivable relate to amounts due from donors or grants awarded.

SOMERSET ACADEMY, INC. (f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)

NOTES TO FINANCIAL STATEMENTS

June 30, 2002

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Furniture, Fixtures and Equipment:

Furniture, fixtures and equipment are stated at cost and depreciated over the estimated useful lives of the assets, which is principally five years. Depreciation is calculated using the straight line method.

Allocation of Administrative & Indirect Costs:

Professional and Allocated Support Services are allocated based on amounts budgeted by senior management and by way of analysis as to time expended for each program. Excess supporting services, if any, are allocated between the Restricted and Unrestricted Funds to the extent allowed by the various programs and grants.

Income Taxes:

The Charter School qualifies as a tax-exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State income tax is required.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Sources:

Revenues for current operations are received primarily from the Broward County District School Board pursuant to the funding provisions included in the Charter School's charter. In accordance with the funding provisions of the charter and Section 228.056(13), Florida Statutes, the Charter School reports the number of full-time equivalent (FTE) students and related data to the District. Under the provisions of Section 236.081, Florida Statutes, the District reports the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program. Funding for the Charter School is adjusted during the year to reflect the revised calculations by the FDOE under the Florida Education Finance Program and the actual weighted full-time equivalent students reported by the Charter School during the designated full-time equivalent student survey periods.

The Charter School has also received State awards for the enhancement of various educational programs and capital improvements. Awards are generally received based on applications submitted to and approved by various granting agencies. For State awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

NOTE 2 - ORGANIZATION'S MANAGEMENT

The School has entered into an agreement with Academica Corporation, a professional charter school management company, to provide management and administrative services to the School. In providing management services to the School, officers of the management company also serve as officers of the School, however none serve as members of the Board of Directors. The contract calls for a fee of \$450 per student per year and is renewable annually. During the year ended June 30, 2002, the School incurred approximately \$303,000 in management fees, of which approximately \$53,500 were due to the management company at year end.

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SOMERSET ACADEMY, INC. (f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2002

NOTE 3 – PROPERTY AND EQUIPMENT

The following schedule provides a summary of changes in capital assets for the year ended June 30, 2002:

	Beginning Balance	Additions	Retirements	Ending Balance
Capital Assets				
Land and Construction in Progress	\$2,815,284	\$ 948,454	(\$3,763,738)	\$ -
Leasehold Improvements	265,323	-	(252,078)	13,245
Furniture, Equipment and Textbooks	94,302	225,662	(1,633)	318,331
Audiovisual Materials	3,897	6,796	-	10,693
Computer Software	-	37,288	-	37,288
Total Capital Assets	<u>3,178,806</u>	<u>1,218,200</u>	<u>(4,017,449)</u>	<u>379,557</u>
Less Accumulated Depreciation				
Leasehold Improvements	-	(662)	-	(662)
Furniture, Equipment and Textbooks	(18,860)	(41,263)	-	(60,123)
Audiovisual Materials	(390)	(1,459)	-	(1,849)
Computer Software	-	(6,215)	-	(6,215)
Total Accumulated Depreciation	<u>(19,250)</u>	<u>(49,599)</u>	<u>-</u>	<u>(68,849)</u>
Capital Assets, net	<u>\$3,159,556</u>	<u>\$1,168,601</u>	<u>(\$4,017,449)</u>	<u>\$ 310,708</u>

Depreciation expense for the year ended June 30, 2002 was \$49,599.

NOTE 4 – LINES OF CREDIT AND RELATED PARTIES

During the year ended June 30, 2002, the School entered into two long-term lines of credit agreements and an advance from affiliates. Proceeds from these advances were utilized for operating purposes.

	Beginning Balance	Additions	Reductions	Ending Balance
Line of credit agreement with the School's management company for a maximum amount of \$200,000 at an interest rate of 8% annually. Both principal and accrued interest are due and payable on August 31, 2006.	\$ -	\$ 253	\$ -	\$ 253

SOMERSET ACADEMY, INC. (f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)
NOTES TO FINANCIAL STATEMENTS
June 30, 2002

NOTE 4 – LINES OF CREDIT AND RELATED PARTIES (Continued)

Line of credit agreement with a School's management company officer for a maximum amount of \$200,000 at an interest rate of 8% annually. Both principal and accrued interest are due and payable on August 31, 2006.

	-	107,191	-	107,191
--	---	---------	---	---------

Loan for a maximum of \$2,880,000 at the prime rate used for acquiring land and constructing a building.

	2,209,008	-	(2,209,008)	-
--	-----------	---	--------------	---

Second mortgage for acquiring land at an interest rate of prime

	<u>320,000</u>	<u>-</u>	<u>(320,000)</u>	<u>-</u>
				<u>\$ 107,444</u>

NOTE 5 – COMMITMENTS AND OPERATING LEASES

The School leases its Pembroke Pines Campus together with Somerset Academy Middle School, under a lease agreement with a term from August 2001 through August 2016. The lease payments paid by the School are approximately \$48,000 out of a total lease payment of \$51,400. Lease payments are subject to annual increases based on the Consumer Price Index. During the lease term, the School has the option to renew the lease for one successive five-year term. Finally, the School has also leased various equipment totalling approximately \$1,799 per month expiring in August 2006.

Future payments under operating leases are as follows:

Fiscal Year	
2003	\$ 595,770
2004	\$ 590,179
2005	\$ 589,812
2006	\$ 583,467
2007	\$ 576,302

NOTE 6 – CONCENTRATION OF RISK FOR CASH HELD AT BANKS

The School maintains one account at a banking institution. This account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. The School generally limits the amount of credit exposure by maintaining its cash balance under this limit.

NOTE 7 – GRANTS

In the normal course of operations, the School receives grant funds from various federal, state and local agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not reflected in these financial statements.

SUPPLEMENTARY INFORMATION

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CPA

VERDEJA & GRAVIER

PEDRO M. DE ALMAS PA
RICARDO GRAVIER PA
RICARDO GRAVIER PA
FRANCO ESCOBAR PA
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ALEJANDRO D. GRAVIER CPA
CARMEN L. LANGRISH CPA
REGINO RODRIGUEZ CPA

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors of
Somerset Academy, Inc.

We have audited the accompanying basic financial statements of Somerset Academy, Inc. as of, and for the year ended June 30, 2002, and have issued our report thereon dated September 3, 2002. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Somerset Academy, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Somerset Academy, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

201 ALHAMBRA CIRCLE SUITE 1000 WEST PALM BEACH, FL 33411

PHONE: 305 440 3121 • FAX: 305 440 3122

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This report is intended solely for the information and use of the audit committee, management and specific legislature or regulatory bodies. However, this report is a matter of public record and its distribution is not limited.

Handwritten signature

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 3, 2002

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SOMERSET ACADEMY, INC.
(f/k/a Somerset Neighborhood School, Inc.)
MIRAMAR, FLORIDA

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT**

June 30, 2001

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INDEPENDENT AUDITORS' REPORT

VERDEJA & GRAVIER
PUBLIC ACCOUNTANTS
1000 N. MIAMI AVENUE
MIAMI, FLORIDA 33136
TEL: 305.371.1111
FAX: 305.371.1112

**Board of Directors
Somerset Academy, Inc.
Miami, Florida**

We have audited the accompanying statement of position of Somerset Academy, Inc. as of June 30, 2001, and the related statements of activities and change in net assets, and cash flows for the year then ended. These financial statements are the responsibility of the Charter School's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the financial position of Somerset Academy, Inc., as of June 30, 2001 and the changes in its net assets and cash flows for the year then ended in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 31, 2001, on our consideration of the Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.

Verdeja & Gravier

CERTIFIED PUBLIC ACCOUNTANTS

**Coral Gables, Florida
August 31, 2001**

I have read this report and the accompanying financial statements and I am not aware of any material misstatements or omissions.
 I have read this report and the accompanying financial statements and I am not aware of any material misstatements or omissions.

STATEMENT OF POSITION
JUNE 30, 2001

ASSETS

ASSETS	
Cash	
Grant and contracts receivable, no allowance necessary	\$ 172,716
TOTAL CURRENT ASSETS	<u>2,845</u>
Property and equipment (net of accumulated depreciation of \$22,000)	175,561
Land and construction in progress	341,522
Deposit	2,815,284
TOTAL ASSETS	<u>41,268</u>
	<u>\$ 3,373,635</u>

LIABILITIES AND NET ASSETS

LIABILITIES	
Accounts payable and other accrued expenses	\$ 409,396
Due to related entities	74,348
Loans and mortgages payable	2,529,008
TOTAL LIABILITIES	<u>3,012,752</u>
COMMITMENTS AND CONTINGENCIES	
NET ASSETS	
Unrestricted	275,883
Temporarily Restricted	85,000
TOTAL NET ASSETS	<u>360,883</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,373,635</u>

The accompanying notes are an integral part of this financial statement.

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SOMERSET ACADEMY, INC.
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2001

	<u>Unrestricted</u>	<u>Temporarily Unrestricted</u>	<u>Total</u>
SUPPORT AND REVENUE			
Capital outlay funds	\$ 268,031	\$ -	\$ 268,031
FTE Revenues	1,163,782	-	1,163,782
Private grant	40,261	-	40,261
Other revenues	24,191	85,000	109,191
Total support and revenue	<u>1,496,265</u>	<u>85,000</u>	<u>1,581,265</u>
EXPENSES			
Program services	1,353,865	-	1,353,865
Supporting services	117,782	-	117,782
Total expenses	<u>1,471,647</u>	<u>-</u>	<u>1,471,647</u>
Excess of support and revenue over expenses	24,618	85,000	109,618
Net assets at beginning of year	<u>251,265</u>	<u>-</u>	<u>251,265</u>
Net assets at end of year	<u>\$ 275,883</u>	<u>\$ 85,000</u>	<u>\$ 360,883</u>

The accompanying notes are an integral part
of this financial statement.

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STATEMENT OF CASH FLOWS
 FOR THE YEAR ENDED JUNE 30, 2001

Cash Flows from Operating Activities	
Excess of support and revenue over expenses	\$ 109,618
Adjustments to reconcile excess to net cash provided by operating activities:	
Depreciation and amortization	22,000
Change in Assets and Liabilities:	
Increase in accounts receivable	(2,845)
Increase in due to related entities	54,095
Increase in Deposits	(40,503)
Increase in accounts payable and accrued expenses	368,138
Total adjustments	<u>400,885</u>
Net Cash Provided by Operating Activities	<u>510,503</u>
 Cash Flows from Investing Activities	
Acquisition of property and equipment	(375,677)
Net Cash Used by Investing Activities	<u>(375,677)</u>
 Net increase in cash and equivalents	134,826
 Cash and Equivalents at beginning of year	<u>37,890</u>
 Cash and Equivalents at end of year	<u>\$ 172,716</u>

n-Cash Activities

the year ended June 30, 2001, the Organization financed the purchase of property and equipment as well as l and construction in progress with loans and mortgages of \$2,529,008.

accompanying notes are an integral part
 his financial statement.

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SOMERSET NEIGHBORHOOD SCHOOL, INC.)
NOTES TO FINANCIAL STATEMENTS
June 30, 2001

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Somerset Academy, Inc. (f/k/a Somerset Neighborhood School, Inc.) ("Somerset"), is a not-for-profit organization incorporated in the State of Florida pursuant to Section 228.056 of the Florida Statutes and was established as a charter school for children from pre-kindergarten through 5th grade. As of June 30, 2001, 285 children were enrolled in the school. The school has two campuses which are located in Miramar and Pembroke Pines, Florida. The school operates under a charter of the school district of Broward County, Florida and is considered a component unit of the Broward County School Board. Somerset is funded by the Broward County School System and in addition, receives government grants.

The Charter School has adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made" and SFAS No. 117, "Financial Statements of Not-for-Profit Organizations". SFAS No. 116 requires the recognition of unconditional promises. SFAS No. 117 establishes external financial reporting for not-for-profit Organizations which includes three basic financial statements and the classification of resources into three separate classes of net assets, Unrestricted, Temporarily Restricted and Permanently Restricted.

The net assets categories as reflected in the accompanying financial statements are as follows:

Unrestricted

Net assets which are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in permanently or temporarily restricted net assets.

Temporarily Restricted

Net assets whose use by the Charter School is limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of the Charter School pursuant to those stipulations.

Permanently Restricted Fund

Net assets whose use by the Charter School is limited by donor-imposed stipulations that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Charter School. There are no permanently restricted funds.

Restricted Contributions whose Restrictions Are Met in the Same Reporting Period

Donor restricted contributions whose restrictions are met in the same reporting period are reported initially as temporarily restricted and later reclassified to the unrestricted fund once the restrictions expire.

Cash Equivalents:

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when purchased.

Accounts Receivable:

Substantially all of the accounts receivable relate to amounts due from donors or grants awarded.

Furniture, Fixtures and Equipment:

Furniture, fixtures and equipment are stated at cost and depreciated over the estimated useful lives of the assets, which is principally five years. Depreciation is calculated using the straight line method.

NOTES TO FINANCIAL STATEMENTS

June 30, 2001

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allocation of Administrative & Indirect Costs:

Professional and Allocated Support Services are allocated based on amounts budgeted by senior management and by way of analysis as to time expended for each program. Excess supporting services, if any, are allocated between the Restricted and Unrestricted Funds to the extent allowed by the various programs and grants.

Income Taxes:

The Charter School qualifies as a tax-exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State income tax is required.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Sources:

Revenues for current operations are received primarily from the Broward County District School Board pursuant to the funding provisions included in the Charter School's charter. In accordance with the funding provisions of the charter and Section 228.056(13), Florida Statutes, the Charter School reports the number of full-time equivalent (FTE) students and related data to the District. Under the provisions of Section 236.081, Florida Statutes, the District reports the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program. Funding for the Charter School is adjusted during the year to reflect the revised calculations by the FDOE under the Florida Education Finance Program and the actual weighted full-time equivalent students reported by the Charter School during the designated full-time equivalent student survey periods.

The Charter School has also received State awards for the enhancement of various educational programs and capital improvements. Awards are generally received based on applications submitted to and approved by various granting agencies. For State awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

NOTE 2 - CHANGES IN GENERAL FIXED ASSETS

Changes in general fixed assets are shown below:

	Cost	Accumulated Depreciation	Net
Property and Equipment	\$ 363,522	(\$ 22,000)	\$ 341,522
Land and Construction in Progress	2,815,284		2,815,284
	<u>\$3,178,806</u>	<u>(\$ 22,000)</u>	<u>\$3,156,806</u>

During the year the Organization obtained loans (see Note 4) and grants in order to acquire land for \$1,280,000 and construct the school building. At June 30, 2001, the building was approximately 75% complete. It is expected to be completed by the new school year in September 2001.

ACADEMY, INC. (f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)
NOTES TO FINANCIAL STATEMENTS
June 30, 2001

NOTE 2 - CHANGES IN GENERAL FIXED ASSETS (Continued)

Depreciation expense for the year was \$22,000 on the property and equipment. No depreciation expense was recorded for the construction in progress since the building has not been completed.

Since the building was constructed with government grants, upon sale or disposition, the proceeds will revert back to the school district to the extent of the grants received.

NOTE 3 - RELATED PARTY TRANSACTIONS

At June 30, 2001, the Organization has unsecured, non interest bearing advances from related parties of \$74,000, which were utilized as working capital.

NOTE 4 - ORGANIZATION'S MANAGEMENT

The Organization has entered into an agreement with Academica Corporation, a professional Charter School management company, to provide management and administrative services to the Organization. In providing management services to the Organization, officers of the management company may also serve as officers of the Organization, although none serve as a member of the Board of Directors. During the year ended June 30, 2001, the Organization incurred approximately \$184,000 in management fees, of which approximately \$20,000 were due to the management company at year end.

NOTE 5 - LOANS AND MORTGAGES PAYABLE

During 2001, the Organization obtained a construction loan from a financial institution of \$2,880,000 at the prime rate for the purpose of acquiring land and constructing a building. At June 30, 2001, the balance was \$2,209,008. The loan is payable in semiannual payments of interest and principal of \$288,000 and matures in June 15, 2008. The building is expected to be completed by the school year starting September 2001.

In addition, at the time of the acquisition of the land, the seller of the land provided a second mortgage of \$320,000 at an interest rate of prime to be paid in annual interest payments with last payment due on October 15, 2002 and the entire principal along with the remaining accrued interest is due August 8, 2003.

Principal payments under these loans are as follows for fiscal years ended:

2002	\$ 298,580
2003	\$ 329,185
2004	\$ 682,926
2005	\$ 400,125
2006	\$ 441,138
2007	\$ 377,054

NOTE 6 - COMMITMENTS UNDER OPERATING LEASES

The Organization is leasing its Pembroke Pines campus facilities from a non-related entity. The term of the lease is from 05/17/00 through 05/16/01. The total monthly payment is approximately \$9,200.

In addition, the Organization is leasing office equipment. The term of the lease is 3 years and the monthly payment is \$222.

NOTE 6 - COMMITMENTS UNDER OPERATING LEASES (Continued)
Future minimum payments under operating leases are as follows:

2002	\$	21,916
2003	\$	11,597
2004	\$	834

In addition, as indicated in Note 4, the Company entered into an agreement with a professional charter school management company to provide management and administrative services to the Organization. The agreement is renewable on an annual basis.

NOTE 7 - CONCENTRATION OF RISK FOR CASH HELD AT BANKS

The Organization maintains one account at a banking institution. This account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. The Organization generally limits the amount of credit exposure by maintaining its cash balance under this limit. However at June 30, 2001, the balance in the bank account exceeded the federally insured amount by approximately \$79,700.

NOTE 8 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets of \$85,000 at June 30, 2001 consisted of amounts contributed, but not yet expended, by private donors for the acquisition of textbooks.

SUPPLEMENTARY INFORMATION

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REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors of
Somerset Academy, Inc.
Miami, Florida

We have audited the financial statements of Somerset Academy, Inc. as of and for the year ended June 30, 2001, and have issued our report thereon dated August 31, 2001. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.


Compliance

As part of obtaining reasonable assurance about whether Somerset Academy, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Somerset Academy, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. However, we noted certain matters involving the internal control structure and its operation that we have reported to the Board of Directors of Somerset Academy, Inc. in a separate letter dated August 31, 2001.

This report is intended for the information of the audit committee, management and federal awarding agencies and pass-through entities. However, this report is a matter of public record and its distribution is not limited.


CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 31, 2001

SOMERSET ACADEMY, INC.
(f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)
MIRAMAR, FLORIDA

FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT

JUNE 30, 2000

808407-3001

VGCPA

VERDEJA & GRAVIER
CERTIFIED PUBLIC ACCOUNTANTS

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LEONARDO GRAVIER, P.A.
LEONARDO D. GRAVIER, P.A.
FRANK O. SOCARRAS, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO F. VERDEJA, P.A.

INDEPENDENT AUDITORS' REPORT

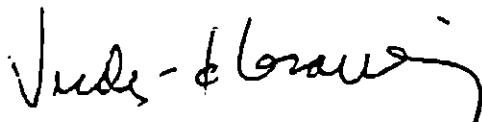
**Board of Directors
Somerset Academy, Inc.
Miramar, Florida**

We have audited the accompanying general purpose financial statements of Somerset Academy, Inc., a component unit of the Broward County District School Board, as of, and for the fiscal year ended June 30, 2000. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the general purpose financial statements referred to above present fairly, in all material respects the financial position of Somerset Academy, Inc., as of June 30, 2000 and the results of its operations for the fiscal year then ended in conformity with generally accepted accounting principles.

In accordance with Government Auditing Standards, we have also issued our report dated September 28, 2000, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.



CERTIFIED PUBLIC ACCOUNTANTS

**Coral Gables, Florida
September 28, 2000**

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ASSETS

	Governmental Fund Type General	Account Group Fixed Assets	Total (Memo Only)
Property and equipment	\$ 37,890	\$ -	\$ 37,890
Security deposits	-	274,121	274,121
	<u>765</u>	<u>-</u>	<u>765</u>
Total Assets	<u>\$ 38,655</u>	<u>\$ 274,121</u>	<u>\$ 312,776</u>

LIABILITIES AND FUND EQUITY

LIABILITIES

Accounts payable and accrued expenses	\$ 41,258	\$ -	\$ 41,258
Due to related entities	20,253	-	20,253
Total Liabilities	<u>\$ 61,511</u>	<u>\$ -</u>	<u>\$ 61,511</u>

FUND EQUITY (Deficit)

Investment in General Fixed Assets	-	274,121	274,121
Undesignated	(22,856)	-	(22,856)
Total Fund Equity (Deficit)	<u>(22,856)</u>	<u>274,121</u>	<u>251,265</u>

TOTAL LIABILITIES AND FUND EQUITY

Total Liabilities and Fund Equity	<u>\$ 38,655</u>	<u>\$ 274,121</u>	<u>\$ 312,776</u>
--	-------------------------	--------------------------	--------------------------

Accompanying notes are an integral part of these financial statements.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
GENERAL FUND
 for the year ended June 30, 2000

REVENUES

State grants and FTE Revenues	\$ 418,097
Contributions and Others	<u>17,754</u>
Total Revenue	435,851

EXPENDITURES

Salaries and benefits	\$ 279,752
Purchased services	64,182
Energy services	11,478
Materials, supplies and expenses	33,484
Fixed Capital Outlay	<u>17,992</u>
Total Expenditures	406,888
Excess of Revenues over Expenditures	28,963

Fund Deficit at beginning of year	<u>(51,819)</u>
Fund Deficit at end of year	<u><u>\$ (22,856)</u></u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND**
For the year ended June 30, 2000

	Governmental Fund Type		
	Budget	Actual	Variance
REVENUES			
State grants and FTE Revenues	\$ 410,000	\$ 418,097	\$ 8,097
Contributions and others	5,000	17,754	12,754
Total Revenues	415,000	435,851	20,851
EXPENDITURES			
Salaries and benefits	255,000	\$ 279,752	24,752
Purchased services	70,000	64,182	(5,818)
Energy services	12,000	11,478	(522)
Materials, supplies and expenses	35,000	33,484	(1,516)
Fixed Capital Outlay	25,000	17,992	(7,008)
Total Expenditures	397,000	406,888	9,888
Excess of Revenues over Expenditures	18,000	28,963	10,963
Fund Deficit at beginning of year	(51,819)	(51,819)	-
Fund Deficit at end of year	\$ (33,819)	\$ (22,856)	\$ 10,963

The accompanying notes are an integral part of these financial statements.

SOMERSET ACADEMY, INC. (f/k/a SOMERSET NEIGHBORHOOD SCHOOL, INC.)
NOTES TO FINANCIAL STATEMENTS
30, 2000

E 1 - SIGNIFICANT ACCOUNTING POLICIES

Somerset Academy, Inc. (f/k/a Somerset Neighborhood School, Inc.) ("Somerset"), is a not-for-profit organization incorporated in the State of Florida and was established as a charter school for children from pre-kindergarten through 5th grade. As of June 30, 2000, 75 children were enrolled in the school. The school has two campuses which are located in Miramar and Pembroke Pines, Florida. The school operates under a charter with the school district of Broward County, Florida and is considered a component unit of the Broward County Board of Education. Somerset is funded by the Broward County School System and in addition, receives government grants.

Basis of Presentation

Somerset Academy's financial statements have been prepared in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board. Accordingly, the financial statements are organized on the basis of funds and account groups. A fund is an accounting entity having a self-balancing set of accounts for recording assets, liabilities, fund equity, revenues, expenditures, and other financing sources and uses.

Resources are allocated to and accounted for in individual funds based on the purposes for which they are to be used and the means by which spending activities are controlled. The individual generic fund in the financial statements of this report is a Governmental Fund Type as follows:

GOVERNMENTAL FUND TYPE

General Fund - to account for all financial resources not required to be accounted for in another fund.

ACCOUNT GROUP

An account group is not a fund. It consists of a self-balancing set of accounts and is used only to establish accounting control over general fixed assets. An account group is not used to account for available resources or the actual acquisition of fixed assets.

General Fixed Assets Account Group - to establish accounting control for general fixed assets. General fixed assets are usually acquired with resources of governmental fund types and used in association with activities of other funds.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The General Fund is presented using the modified accrual basis of accounting. Under the modified accrual basis, revenues, except for certain grant revenues, are recognized when they become measurable and available. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred.

NOTES TO FINANCIAL STATEMENTS

June 30, 2000

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgetary Basis Accounting

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries, purchased services, and capital outlay).

Cash

The Charter School's cash consists of demand deposits with financial institutions which are insured by Federal depository insurance.

Fixed Assets and Depreciation

Expenditures for fixed assets acquired or constructed for general Charter School purposes are reported in the governmental fund type that financed the acquisition or construction; whereas the fixed assets so acquired are capitalized (recorded) at cost in the General Fixed Assets Account Group. Donated assets are recorded at fair market value at the date of donation. The depreciation of general fixed assets is not recorded in the Charter School's accounts. Current-year information relative to changes in general fixed assets is described in a subsequent note.

Revenue Sources

Revenues for current operations are received primarily from the Broward County District School Board pursuant to the funding provisions included in the Charter School's charter. In accordance with the funding provisions of the charter and Section 228.056(13), Florida Statutes, the Charter School reports the number of full-time equivalent (FTE) students and related data to the District. Under the provisions of Section 236.081, Florida Statutes, the District reports the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program. Funding for the Charter School is adjusted during the year to reflect the revised calculations by the FDOE under the Florida Education Finance Program and the actual weighted full-time equivalent students reported by the Charter School during the designated full-time equivalent student survey periods.

The Charter School has in the past, also received Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to and approved by various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

Total Columns on the Financial Statements

The total column, captioned "Memorandum Only" is presented only to facilitate financial analysis. Inasmuch as the total column includes fund types and account groups that use different bases of accounting and include both restricted and unrestricted amounts, data in the total column is not intended to present financial position in conformity with generally accepted accounting principles. Neither are such comparable to a consolidation.

NOTE 2 - CHANGES IN GENERAL FIXED ASSETS

Changes in general fixed assets are shown below:

	Balance 07/01/99	Additions	Deletions	Balance 06/30/00
Property and Equipment	\$256,129	\$ 17,992	\$	\$274,121

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NOTE 2 - CHANGES IN GENERAL FIXED ASSETS (Continued)

During the year, the Organization received funding of \$133,541 from the School Infrastructure Thrift Fund (SIT) and constructed a school building located in Miramar, Florida. At June 30, 2000, the Organization had a Special Warranty Deed on the building. The cost of the building and improvements was approximately \$265,000.

Since the building was constructed with government grants, upon sale or disposition, the proceeds will revert back to the school district to the extent of the grants received.

NOTE 3 - CONCENTRATION OF RISK FOR CASH HELD AT BANKS

The Organization maintains one account at a banking institution. This account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. The Organization generally limits the amount of credit exposure by maintaining its cash balance under this limit.

NOTE 4 - DUE TO RELATED ENTITIES

A related entity has advanced the Organization approximately \$20,000 as working capital. This amount is reflected as a payable in the balance sheet.

During the year, the Organization entered into an agreement with a professional Charter School management company to provide management and administrative services to the Organization. In providing management services to the Organization, officers of the management company also serves as officers of the Organization. At year end, the Organization owed the management company \$5,600.

NOTE 5 - COMMITMENTS UNDER OPERATING LEASES

The Organization is leasing its Pembroke Pines campus facility from a non-related entity. The term of the lease is from 05/17/00 through 05/16/01. The total monthly payment is approximately \$7,900.

In addition, the Organization is leasing office equipment. The term of the lease is 3 years and the monthly payment is \$222.

Future minimum payments under operating leases are as follows:

2001	\$86,900
2002	\$ 2,666
2003	\$ 799

NOTE 6 - SUBSEQUENT EVENTS

Subsequent to year end, the Organization entered into an agreement with a Bank and borrowed \$2,880,000 for the construction of a school facility.

LEONARDO GRAVIER, P.A.
LEONARDO D. GRAVIER, P.A.
FRANK O. SOCARRAS, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO F. VERDEJA, P.A.

**REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER
FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS**

Board of Directors of
Somerset Academy, Inc.
Miramar, Florida

We have audited the financial statements of Somerset Academy, Inc., a component unit of the Broward County District School Board, as of and for the year ended June 30, 2000, and have issued our report thereon dated September 28, 2000. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Somerset Academy, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards.

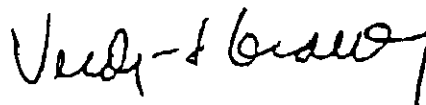
Internal Control Over Financial Reporting

In planning and performing our audit, we considered Somerset Academy, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses.

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A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. However, we noted certain matters involving the internal control structure and its operation that we have reported to the Board of Directors of Somerset Academy, Inc. in a separate letter dated September 28, 2000.

This report is intended for the information of the audit committee, management and pass-through entities and is not intended to be and should not be used by anyone other than these specified partners.



CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 28, 2000

LEONARDO GRAVIER, P.A.
LEONARDO D. GRAVIER, P.A.
FRANK O. SOCARRAS, P.A.
OCTAVIO A. VERDEJA, P.A.
OCTAVIO F. VERDEJA, P.A.

Board of Directors
Somerset Academy, Inc.
Coral Gables, Florida

We have audited the financial statements of Somerset Academy, Inc., for the year ended September 30, 2000, and have issued our report thereon dated September 28, 2000. As a result of our audit we have noticed certain conditions for which we are making recommendations to assist you in improving accounting and administrative procedures and internal controls. We are prepared to discuss them at your convenience and to provide such assistance in their implementation as you may desire.

This report is intended solely for the use of management and the Board of Directors.

Verdeja & Gravier
VERDEJA & GRAVIER

Coral Gables, Florida
September 28, 2000

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FINDINGS AND RECOMMENDATIONS

PRIOR YEAR'S FINDINGS

LIMITED SEGREGATION OF DUTIES

Finding

In 1999, it was reported that the Organization had limited Segregation of Duties.

Current Year Status

Our prior year recommendations have been followed. The Organization has hired additional personnel in the accounting department and duties have been segregated where possible. The Organization will continue to expand and further segregate duties.

CURRENT YEAR FINDINGS

GENERAL LEDGER - GOVERNMENTAL BASIS

Finding

The general ledger of the Organization is not currently maintained on a Governmental Basis of Accounting.

Recommendation

The School has expanded and maintaining proper and timely accounting records is essential. The appropriate software must be acquired in order to meet governmental record keeping requirements.

OTHER MATTERS

Violations of laws, rules, regulations and contractual provisions - none noted

Illegal or Improper Expenditures - none noted

Other matters requiring correction - none noted

MANAGEMENT'S RESPONSES TO AUDITORS' FINDINGS

SOMERSET ACADEMY, INC.

September 28, 2000

Mr. Octavio Verdeja, Jr.
VERDEJA & GRAVIER, CPA
150 Alhambra Circle, Suite 800
Coral Gables, FL 33134
(305) 446-3177

RE: Management's Responses to Auditor's Findings

Dear Mr. Verdeja:

The following are responses to your findings regarding Somerset Academy, Inc:

General Ledger - Governmental Basis:

For the 2000-2001 school year, the school will maintain the general ledger on a Governmental Basis of Accounting and will acquire the recommended software. Additionally, accounting will be reviewed each quarter by a Certified Public Accountant who has extensive knowledge of governmental accounting.

Sincerely,

Magdalena Fresen

Magdalena Fresen, Secretary
Somerset Academy, Inc.

**SOMERSET NEIGHBORHOOD
SCHOOL, INC.**

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT**

JUNE 30, 1999

808407-3001

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VERDEJA & GRAVIER
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

LEONARDO GRAVIER, P.A.
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150 ALHAMBRA CIRCLE, SUITE 800
CORAL GABLES, FLORIDA 33134

TEL. (305) 446-3177
FAX. (305) 446-6319

INDEPENDENT AUDITORS' REPORT

Board of Directors
Somerset Neighborhood School, Inc.
Miramar, Florida

We have audited the accompanying general purpose financial statements of Somerset Neighborhood School, Inc., a component unit of the Broward County District School Board, as of, and for the fiscal year ended June 30, 1999. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the general purpose financial statements referred to above present fairly, in all material respects the financial position of Somerset Neighborhood School, Inc., as of June 30, 1999 and the results of its operations for the fiscal year then ended in conformity with generally accepted accounting principles.

In accordance with Government Auditing Standards, we have also issued our report dated August 17, 1999, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.


CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 17, 1999

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Management's Responses to Auditors' Findings 12

SOMERSET NEIGHBORHOOD SCHOOL, INC.
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE-GENERAL FUND
 For the fiscal year ended June 30, 1999

	<u>General Fund</u>
REVENUES	
Federal grants	\$ 55,000
State grants and FTE Revenues	417,831
Contributions and Others	<u>4,662</u>
Total Revenue	477,493
 EXPENDITURES	
Salaries and benefits	\$ 187,996
Purchased services	75,677
Energy services	4,517
Materials, supplies and expenses	22,471
Fixed Capital Outlay	<u>230,285</u>
Total Expenditures	520,946
Excess of Expenses over Revenues	(43,453)
 Fund Balance at beginning of year	 <u>(8,366)</u>
Fund Balance at end of year	\$ <u>(51,819)</u>

The accompanying notes are an integral part of this financial statements.

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SOMERSET NEIGHBORHOOD SCHOOL, INC.
 COMBINED BALANCE SHEET - GOVERNMENTAL FUND TYPE AND ACCOUNT GROUP
 June 30, 1999

ASSETS

	Governmental Fund Type General	Account Group Fixed Assets	Total (Memo Only)
Cash	\$ 3,765		3,765
Contract receivable, no allowance necessary	145,000		145,000
Property and equipment		256,130	256,130
Security deposits	765		765
Total Assets	\$ 149,530	256,130	405,660

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts payable and accrued expenses	\$ 98,001		98,001
Loan payable to individual, non-interest bearing	22,753		22,753
Due to related entities	80,595		80,595
Total Liabilities	201,349		201,349

FUND EQUITY (Deficit)

Investment in General Fixed Assets		256,130	256,130
Undesignated	(51,819)		(51,819)
Total Fund Balances	(51,819)	256,130	204,311

TOTAL LIABILITIES AND FUND BALANCES	\$ 149,530	256,130	405,660
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The accompanying notes are an integral part of this financial statements.

SOMERSET NEIGHBORHOOD SCHOOL, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 1999

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Somerset Neighborhood School, Inc. (Somerset), is a not-for-profit organization incorporated in the State of Florida and was established as a charter school for children from pre-kindergarten through 5th grade. As of June 30, 1999, 77 children were enrolled in the school. The school operates under a charter of the school district of Broward County, Florida and is considered a component unit of the Broward County School Board. Somerset is funded by the Broward County School System and in addition, receives government grants.

Basis of Presentation

The Charter School's financial statements have been prepared in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board. Accordingly, the financial statements are organized on the basis of funds and account groups. A fund is an accounting entity having a self-balancing set of accounts for recording assets, liabilities, fund equity, revenues, expenditures, and other financing sources and uses.

Resources are allocated to and accounted for in individual funds based on the purposes for which they are to be spent and the means by which spending activities are controlled. The individual generic fund in the financial statements of this report is a Governmental Fund Type as follows:

GOVERNMENTAL FUND TYPE

General Fund - to account for all financial resources not required to be accounted for in another fund.

ACCOUNT GROUP

An account group is not a fund. It consists of a self-balancing set of accounts and is used only to establish accounting control over general fixed assets. An account group is not used to account for available resources or the actual acquisition of fixed assets.

General Fixed Assets Account Group - to establish accounting control for general fixed assets. General fixed assets are usually acquired with resources of governmental fund types and used in association with activities of those funds.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurements focus applied.

The General Fund is presented using the modified accrual basis of accounting. Under the modified accrual basis, revenues, except for certain grant revenues, are recognized when they become measurable and available. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred.

This report is intended for the information of the audit committee, management and federal awarding agencies and pass-through entities. However, this report is a matter of public record and its distribution is not limited.

Veedy F. Gales

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 17, 1999

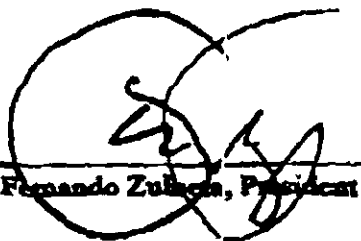


The Somerset Neighborhood School, Inc.

MANAGEMENT'S RESPONSE TO AUDITOR'S FINDINGS

1. In the future, all disbursements will be supported by invoices and other documentation that will clearly state the business purpose of the expense.
2. Due to the relatively small number of students, The Somerset Neighborhood School has a limited number of employees. The number of personnel will increase in the future as the school continues to grow. At that time, the school will be better able to implement a segregation of accounting duties.

Submitted by:



Fernando Zubizarreta, President

12425 SW 53rd Street, Miramar, FL 33027

Tel (305) 829-2406 Fax (305) 829-4477

VERDEJA & GRAVIER

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

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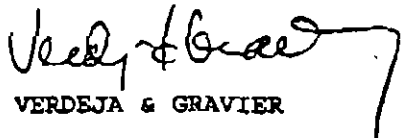
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TEL. (305) 446-3177
FAX. (305) 446-8319

Board of Directors
Somerset Neighborhood School, Inc.
Miramar, Florida

We have audited the financial statements of Somerset Neighborhood School, Inc., for the year ended June 30, 1999, and have issued our report thereon dated August 17, 1999. As a result of our audit we have noticed certain conditions for which we are making recommendations to assist you in improving accounting and administrative procedures and controls. We are prepared to discuss them at your convenience and to provide such assistance in their implementation as you may desire.

This report is intended solely for the use of management and the Board of Directors.



VERDEJA & GRAVIER

Coral Gables, Florida
August 17, 1999

FINDINGS AND RECOMMENDATIONS

LIMITED SEGREGATION OF DUTIES

Finding

The administrator performs certain incompatible accounting functions.

Recommendation

Segregation of duties is a key internal control in all organizations. We realize your organization is limited in personnel. Where possible, however, accounting duties should be segregated. The individual recording cash receipts should not be also responsible for billing and accounts receivable.

SOMERSET NEIGHBORHOOD SCHOOL, INC.

FINANCIAL STATEMENTS

AND INDEPENDENT AUDITORS' REPORT

JUNE 30, 1998

SOMERSET NEIGHBORHOOD SCHOOL, INC.
STATEMENT OF POSITION

ASSETS

Cash	\$ 10,706
Grants receivable, no allowance necessary	29,900
Prepaid expenses and other assets	765
Property and equipment, net of accumulated depreciation of \$4,244	<u>25,845</u>
TOTAL ASSETS	<u>\$ 67,216</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Accounts payable and accrued expenses	\$ 23,607
Loan payable to individual, non-interest bearing	<u>26,128</u>
Total liabilities	49,735

NET ASSETS

Unrestricted	<u>17,481</u>
Total net assets	<u>17,481</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 67,216</u>
----------------------------------	------------------

The accompanying notes are an integral part of this financial statement.

VERDEJA & GRAVIER
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

LEONARDO GRAVIER, P.A.
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Somerset Neighborhood School, Inc.
Miramar, Florida

We have audited the accompanying statement of position of Somerset Neighborhood School, Inc. at June 30, 1998 and the related statements of activities and change in net assets, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Somerset Neighborhood School, Inc., at June 30, 1998, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles.

In accordance with Government Auditing Standards, we have also issued reports dated July 21, 1998 on our consideration of Somerset Neighborhood School, Inc.'s internal control structure and on its compliance with laws and regulations.


CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
July 21, 1998

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SOMERSET NEIGHBORHOOD SCHOOL, INC.
 STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
 For the year ended June 30, 1998

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUE			
Federal grants	\$ -	\$ 56,986	\$ 56,986
State grants and aid appropriations	179,194	-	179,194
Contributions and others	8,369	-	8,369
Net assets released from restrictions:			
Expiration of donor restrictions	<u>56,986</u>	<u>(56,986)</u>	<u>-</u>
Total support and revenue	244,549	-	244,549
EXPENSES			
Program services	219,341	-	219,341
Supporting services	<u>7,727</u>	<u>-</u>	<u>7,727</u>
Total expenses	<u>227,068</u>	<u>-</u>	<u>227,068</u>
Excess of support and revenue over expenses	17,481	-	17,481
Net Assets at beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Net Assets at end of year	<u>\$ 17,481</u>	<u>\$ -</u>	<u>\$ 17,481</u>

The accompanying notes are an integral part of this financial statement.

SOMERSET NEIGHBORHOOD SCHOOL, INC.
 STATEMENT OF CASH FLOWS
 June 30, 1998

Cash flows from operating activities	
Change in net assets	<u>\$ 17,481</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	4,244
Change in assets and liabilities;	
Increase in grants receivable	(29,900)
Increase in prepaid expenses and other assets	(765)
Increase in accounts payable and accrued expenses	<u>23,607</u>
Total adjustments	<u>(2,814)</u>
Net cash provided by operating activities	14,667
Cash flows from financing activities	
Increase in due to individual	<u>26,128</u>
Net cash provided by financing activities	26,128
Cash flows from investing activities	
Acquisition of property and equipment	<u>(30,089)</u>
Net cash used in investing activities	<u>(30,089)</u>
Net increase in cash	10,706
Cash at beginning of year	<u>-</u>
Cash at end of year	<u>\$ 10,706</u>

The accompanying notes are an integral part of this financial statement.

SOMERSET NEIGHBORHOOD SCHOOL, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the year ended June 30, 1998

	<u>Program Services</u>	<u>Supporting Services</u>	<u>Total</u>
Salaries and benefits	\$113,815	\$ 3,943	\$117,758
Purchased services	83,178	-	83,178
Energy services	2,001	-	2,001
Materials, supplies and expenses	16,103	-	16,103
Depreciation and amortization	4,244	-	4,244
Fundraising	-	3,784	3,784
Total Functional Expenses	<u>\$219,341</u>	<u>\$ 7,727</u>	<u>\$227,068</u>

The accompanying notes are an integral part
 of these financial statements

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SOMERSET NEIGHBORHOOD SCHOOL, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 1998

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Somerset Neighborhood School, Inc., is a not-for-profit organization incorporated in the State of Florida and was established as a charter school for children from pre-kindergarten through 5th grade. As of June 30, 1998, 52 children were enrolled in the school. The school is funded by the Broward County School System and in addition, receives government grants.

The Organization reports in accordance with the industry guide "Not for Profit Organizations" issued by the American Institute of Certified Public Accountants, Government Auditing Standards, Issued by the Comptroller General of the United States, Section 216.349, Florida Statutes and Chapter 10.600, Rules of the Auditor General as well as with Statements of Financial Accounting Standards No.s' 116 and 117.

Basis of Presentation

To ensure observance of limitations and restrictions placed on the use of resources available, the Organization reports its accounts in accordance with the principles established by SFAS 117. This is the procedure by which resources are classified for financial reporting purposes into separate classes of net assets according to their nature and purpose. Net assets with similar characteristics are classifiable into three categories. At the present time, the Organization maintains two categories of net assets:

Unrestricted

The unrestricted category includes net assets over which the Organization has full discretion and are free of donor imposed restrictions.

Temporarily Restricted

The temporarily restricted category includes net assets whose use is restricted for the particular nature designated by the grantor or donor.

Revenue Recognition

Government funds for operating purposes are deemed to be earned and reported as revenue when the Organization has incurred expenditures in compliance with the specific restrictions.

In accordance with FASB 116 and 117, other funds are recognized as revenue for financial reporting purposes in the year the funds are granted, inasmuch as the funds are, in substance, contributions.

Cash

It is the policy of the Organization to maintain only one bank account. In addition, should a grant or donation specifically call for a separate bank account, then a restricted account is opened.

Restricted Contributions Whose Restrictions Are Met in the Same Reporting Period

Donor restricted contributions whose restrictions are met in the same reporting period are reported initially as temporarily restricted and later reclassified to the unrestricted period once the restrictions expire.

Gifts of Long-lived Assets

Gifts of long-lived assets without donor stipulations as to the length of time the assets are to be used are recorded as unrestricted contributions.

SOMERSET NEIGHBORHOOD SCHOOL, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 1998

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided for on the straight-line method over the estimated useful lives of the assets. Cost of major additions and improvements are capitalized and expenditures for maintenance and repairs which do not extend the useful life of the assets are expensed.

Allocation of Administrative and Indirect Costs

Professional and Program Services are allocated based on amounts budgeted by senior management and by way of analysis as to time expended for each program.

Revenues

A portion of the Organization's revenues originate from Federal grants. Monies disbursed under these grants are restricted to the designated program services specified in the grant, and are monitored by the respective agencies. Costs incurred under each of the programs are subject to approval and subsequent audit by the respective agencies.

Income Taxes

The Organization qualifies as a tax-exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State income tax is required.

Estimates

In preparing financial statements in conformity with generally accepted accounting principles, the organization is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - PROPERTY AND EQUIPMENT

Classifications of property and equipment and estimated useful lives are summarized as follows:

	<u>Years</u>	
Property and equipment		
Computer equipment and telephones	3	\$ 9,758
Furniture and fixtures	5	11,565
Leasehold improvements	3	<u>8,766</u>
Total		30,089
Less Accumulated Depreciation and Amortization		(4,244)
Property and Equipment, net of accumulated depreciation		<u>\$25,845</u>

NOTE 3 - CONCENTRATION OF RISK FOR CASH HELD AT BANKS

The Organization maintains one account at a banking institution. This account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. The Organization generally limits the amount of credit exposure by maintaining its cash balance under this limit.

SOMERSET NEIGHBORHOOD SCHOOL, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 1998

NOTE 4 - COMMITMENTS UNDER OPERATING LEASES

The Organization is leasing its premises from a non-related entity through August 1999 at a monthly amount of approximately \$750. The lease term is six months and renewable for another six months.

Rent expense for the period was approximately \$10,000.

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INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF
STATE AWARDS AND AID APPROPRIATIONS AND FEDERAL AWARDS

Board of Directors
Somerset Neighborhood School, Inc.
Miami, Florida

We have audited the financial statements of Somerset Neighborhood School, Inc. for the year ended June 30, 1998, and have issued our report thereon dated July 21, 1998. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit of the financial statements in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

Our audit was made for the purpose of forming an opinion on the financial statements of Somerset Neighborhood School, Inc. taken as a whole. The accompanying schedule of State Grants and Aid Appropriations and Federal Awards for the year ended June 30, 1998, which is also the responsibility of the Organization's management, is presented for purposes of additional analysis and is not a required part of the financial statements. Such schedule has been subjected to the auditing procedures applied in our audit of the financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the financial statements taken as a whole.


CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
July 21, 1998

SOMERSET NEIGHBORHOOD SCHOOL, INC.
 SCHEDULE OF STATE GRANTS AND AID APPROPRIATIONS AND FEDERAL
 AWARDS
 For the year ended June 30, 1998

State Grants and Aid Appropriations

<u>Grantor</u>	<u>Year</u>	<u>Grant and Aid Appropriation</u>
State of Florida Department of Education	1997-1998	\$179,194*

Federal Awards

Department of Education	1997-1998	56,986 (CFDA# 84.282A)
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* During 1998, an additional \$8,000 were received which have been included as part of accounts payable and accrued expenses.

VERDEJA & GRANTER

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
WITH STATE GRANTS AND AID APPROPRIATIONS BASED
ON AN AUDIT OF THE FINANCIAL STATEMENTS

Board of Directors of
Somerset Neighborhood School, Inc.
Miami, Florida

We have audited the financial statements of Somerset Neighborhood School, Inc. as of June 30, 1998 and for the year then ended, and have issued our report thereon dated July 21, 1998.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Compliance with state grant and aid appropriations applicable to the Organization is the responsibility of the Organization's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the Organization's compliance with state grant and aid appropriations identified in the Schedule of State Grants and Aids Appropriations, pursuant to Section 216.349, Florida Statutes, and Chapter 10.600, Rules of the Auditor General. However, the objective of our audit was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion.

The results of our tests indicate that, with respect to the items tested, the Organization complied, in all material respects, with the provisions referred to in the preceding paragraph. With respect to the items not tested, nothing came to our attention that caused us to believe that the Organization had not complied, in all material respects, with those provisions.

This report is intended for the information of the Board of Directors, management, and others within the Organization and all applicable state agencies and should not be used for any other purpose. However, if this report is a matter of public record, its distribution is not limited.

Coral Gables, Florida
July 21, 1998


CERTIFIED PUBLIC ACCOUNTANTS

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VERDEJA & GRANTER
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE AND
ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors of
Somerset Neighborhood School, Inc.
Miramar, Florida

We have audited the financial statements of Somerset Neighborhood School, Inc. as of and for the year ended June 30, 1998, and have issued our report thereon dated July 21, 1998. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Somerset Neighborhood School, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Somerset Neighborhood School, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. However, we noted certain matters involving the internal control structure and its operation that we have reported to the Board of Directors of Somerset Neighborhood School, Inc. in a separate letter dated July 21, 1998.

This report is intended for the information of the audit committee, management and Broward County School District. However, this report is a matter of public record and its distribution is not limited.

Coral Gables, Florida
July 21, 1998


CERTIFIED PUBLIC ACCOUNTANTS

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Board of Directors
Somerset Neighborhood School, Inc.
Miramar, Florida

We have audited the financial statements of Somerset Neighborhood School, Inc., for the year ended June 30, 1998, and have issued our report thereon dated July 21, 1998. As a result of our audit we have noticed certain conditions for which we are making recommendations to assist you in improving accounting and administrative procedures and controls. We are prepared to discuss them at your convenience and to provide such assistance in their implementation as you may desire.

This report is intended solely for the use of management and the Board of Directors.


VERDEJA & GRAVIER

Coral Gables, Florida
July 21, 1998

FINDINGS AND RECOMMENDATIONS

1) DISBURSEMENTS/SUPPORTING DOCUMENTATION

Finding

Certain expenses and supporting invoices did not clearly indicate the business purpose associated with the expense.

Recommendation

All disbursements should be supported by invoices and other documentation and clearly state the business purpose of the expense.

2) LIMITED SEGREGATION OF DUTIES

Finding

The administrator performs certain incompatible accounting functions.

Recommendation

Segregation of duties is a key internal control in all organizations. We realize your organization is limited in personnel. Where possible, however, accounting duties should be segregated. The individual recording cash receipts should not be also responsible for billing and accounts receivable.

SOMERSET

MANAGEMENT'S RESPONSES TO AUDITOR'S FINDINGS

1. In the future, all disbursements will be supported by invoices and other documentation that will clearly state the business purpose of the expense
2. As the number of students in The Somerset Neighborhood School continues to grow, so will the number of employees. The number of personnel will increase in the 1998-99 school year, therefore a segregation of accounting duties will be implemented.

Submitted by: Magdalena Fresen
Magdalena Fresen, Administrator



5400 S.W. 124th Ave. Miramar, FL 33027 • (305) 829-8000 • Fax (305) 829-8111

319

ATTACHMENT K

Credit Report

COPYRIGHT MATERIAL

7 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

ATTACHMENT L

IRS Filing

PIR #15503 – STACEY GREER

990 FORM

PAGES 375-393 = 19 PAGES

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

19 PAGES HAVE BEEN WITHHELD

ATTACHMENT M

Letters Indicating Sources of Private Funds or Lines of Credit, Business Arrangements or Partnerships

Attachment M:

Letters of credit and funding sources for the BASE school have not been established. Funding will be sought from various sources.

Attached is a letter of support from ZIONS Bank expressing their interest in financing the construction of the school.

ZIONS BANK®

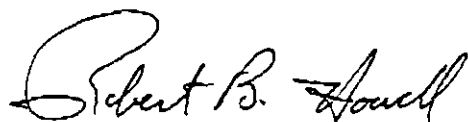
February 22, 2005

Brooks Academy of Science and Engineering
Somerset Academy Inc.
8030 Challenger Drive
San Antonio, TX 78235
Attn: Mr. George Pedraza

Dear Mr. Padraza:

I would like to express our interest in financing your upcoming charter school. We have financed many charter schools across the country. I understand the charter is based on the High Tech High School model in conjunction with Brooks Development Authority. We have financed other schools based upon this model. We look forward to working with you on this financing.

Sincerely,



Robert Howell
Vice President and Manager Public Financial Services

ATTACHMENT N

Start-Up Budget

**Application for an Open-Enrollment Charter School - Eleventh Generation
Budget Template Instructions**

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

Application for an Open-Enrollment Charter School - Eleventh Generation
Summary of Estimated Revenues and Expenses

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Estimated Revenues:				
5700 Local Sources	50,000	-	-	50,000
5800 State Sources	-	-	-	-
5900 Federal Sources	-	-	-	-
Other Sources	100,000	-	-	100,000
Total Estimated Revenues	\$ 150,000	\$ -	\$ -	\$ 150,000
Estimated Expenses:				
6100 Payroll Costs	71,500	-	-	71,500
6200 Professional and Contracted Services	-	-	-	-
6300 Supplies and Materials	25,000	-	-	25,000
6400 Other Operating Costs	2,500	-	-	2,500
6500 Debt Expense	12,000	-	-	12,000
Other Expenses	13,500	-	-	13,500
Total Estimated Expenses	\$ 124,500	\$ -	\$ -	\$ 124,500
Change in Net Assets	\$ 25,500	\$ -	\$ -	\$ 25,500
Net Assets at End of Year	\$ 25,500	\$ -	\$ -	\$ 25,500

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Net Assets at Beginning of Year

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	-	-	-	-
WPPU/State Revenue/Local Revenue	-	-	-	-
Gates/Dell/CFT Grant	-	-	-	-
NCLR Grant	-	-	-	-
Contributions	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Local Revenues**

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Brooks Preparatory Middle and High School
Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	50,000	-	-	50,000
5749	Other Revenues from Local Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	-	-	-	-
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ 50,000	\$ -	\$ -	\$ 50,000

Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated State Revenues

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	-	-	-	-
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	-	-	-
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
	Contribution	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total State Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Federal Revenues

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
5921	School Breakfast Program	-	-	-	-
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
	Total Federal Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Revenues from Other Sources

350
 258

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Gates/Dell/CFT Grant	-		-	-
NCLR Grant	-		-	-
Start-Up/Continuation Grants	100,000		-	100,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	\$ 100,000	\$ -	\$ -	\$ 100,000

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

359

Brooks Preparatory Middle and High School
Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	55,000	-	-	55,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	-	-	-	-
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	-	-	-
6142 Group Health and Life Insurance	-	-	-	-
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	-	-	-	-
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	16,500	-	-	16,500
Total Payroll Costs	<u>\$ 71,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,500</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

360

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	-	-	-	-
6219 Professional Services	-	-	-	-
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	-	-	-	-
6259 Utilities	-	-	-	-
6269 Rentals -- Operating Leases	-	-	-	-
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

361

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300				
6311				
6319	25,000	-	-	25,000
6321	-	-	-	-
6329	-	-	-	-
6339	-	-	-	-
6341	-	-	-	-
6342	-	-	-	-
6343	-	-	-	-
6344	-	-	-	-
6349	-	-	-	-
6399	-	-	-	-
	\$ 25,000	\$ -	\$ -	\$ 25,000

Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Expenses

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	2,500	-	-	2,500
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	-	-	-	-
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	\$ 2,500	\$ -	\$ -	\$ 2,500
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	12,000	-	-	12,000
Total Debt Expense	\$ 12,000	\$ -	\$ -	\$ 12,000

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

363

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
Marketing & PR	5,000	-	-	5,000
Furniture, Fixtures, & Equip	2,000	-	-	2,000
Technology	5,000	-	-	5,000
Phone & Communications	1,500	-	-	1,500
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ 13,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,500</u>
Total Estimated Expenses	<u><u>\$ 111,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 111,000</u></u>

ATTACHMENT O

Budget for Year One of Operation

**Application for an Open-Enrollment Charter School - Eleventh Generation
Budget Template Instructions**

365

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

Application for an Open-Enrollment Charter School - Eleventh Generation
Summary of Estimated Revenues and Expenses

366

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 25,500	\$ -	\$ -	\$ 25,500
Estimated Revenues:				
5700 Local Sources	-	-	-	-
5800 State Sources	2,000,000	-	-	2,000,000
5900 Federal Sources	-	-	-	-
Other Sources	100,000	-	-	100,000
Total Estimated Revenues	\$ 2,100,000	\$ -	\$ -	\$ 2,100,000
Estimated Expenses:				
6100 Payroll Costs	1,097,670	-	-	1,097,670
6200 Professional and Contracted Services	285,000	-	-	285,000
6300 Supplies and Materials	152,000	-	-	152,000
6400 Other Operating Costs	33,313	-	-	33,313
6500 Debt Expense	325,000	-	-	325,000
Other Expenses	141,663	-	-	141,663
Total Estimated Expenses	\$ 2,034,646	\$ -	\$ -	\$ 2,034,646
Change in Net Assets	\$ 65,354	\$ -	\$ -	\$ 65,354
Net Assets at End of Year	\$ 90,854	\$ -	\$ -	\$ 90,854

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Net Assets at Beginning of Year

367

Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	25,500	-	-	25,500
WPU/State Revenue/Local Revenue	-	-	-	-
Gates/Dell/CFT Grant	-	-	-	-
NCLR Grant	-	-	-	-
Contributions	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 25,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,500</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Local Revenues

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Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	-	-	-	-
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated State Revenues

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Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	2,000,000	-	-	2,000,000
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	-	-	-
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total State Revenues	<u>\$ 2,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,000,000</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Federal Revenues**

370

Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5921	School Breakfast Program	-	-	-	-
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Federal Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Revenues from Other Sources

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Gates/Dell/CFT Grant	-	-	-	-
NCLR Grant	-	-	-	-
Start-up/Continuation Grant	100,000	-	-	100,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	12,300	-	-	12,300
6119 Salaries or Wages -- Teachers and Other Professional Personnel	857,000	-	-	857,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	40,000	-	-	40,000
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	-	-	-
6142 Group Health and Life Insurance	-	-	-	-
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	-	-	-	-
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	188,370	-	-	188,370
Total Payroll Costs	<u>\$ 1,097,670</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,097,670</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	11,000	-	-	11,000
6219 Professional Services	180,000	-	-	180,000
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	50,000	-	-	50,000
6259 Utilities	34,500	-	-	34,500
6269 Rentals -- Operating Leases	-	-	-	-
6299 Miscellaneous Contracted Services	9,500	-	-	9,500
Total Professional and Contracted Services	<u>\$ 285,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 285,000</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	52,000	-	-	52,000
6321 Textbooks	100,000	-	-	100,000
6329 Reading Materials	-	-	-	-
6339 Testing Materials	-	-	-	-
6341 Food	-	-	-	-
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	-	-	-	-
Total Supplies and Materials	<u>\$ 152,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 152,000</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

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Brooks Preparatory Middle and High School
 Brooks Academy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	2,563	-	-	2,563
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	30,750	-	-	30,750
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 33,313</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,313</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	325,000	-	-	325,000
Total Debt Expense	<u>\$ 325,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 325,000</u>

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

Brooks Preparatory Middle and High School
 Brooks Adademy of Science and Engineering

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
Marketing and PR	5,125	-	-	5,125
Furniture, Fixtures, & Equip	80,000	-	-	80,000
Technology	40,000	-	-	40,000
Phone & Communications	1,538	-	-	1,538
Staff Development	15,000	-	-	15,000
Total Other Expenses	<u>\$ 141,663</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 141,663</u>
Total Estimated Expenses	<u><u>\$ 1,892,983</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,892,983</u></u>

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ATTACHMENT P

Negotiated Service Agreement

CHARTER SCHOOL MANAGEMENT AGREEMENT

BETWEEN

SOMERSET ACADEMY

AND

ACADEMICA CORPORATION

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CHARTER SCHOOL MANAGEMENT AGREEMENT

This is an Agreement for the Management and Administration of a Charter School by and between Somerset Academy, Inc. ("Somerset") and Academica Corporation ("Academica")

Whereas, Somerset has a contract with Broward County Public Schools to operate a Charter school (the "School").

Whereas, the Charter School is governed by its Board of Directors (the "Board").

Whereas, academic control and freedom are integral to the success of the Charter School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum.

Whereas, Somerset desires to ensure that its Charter School is professionally managed and operated in accordance with the requirements of its contract with Broward County Public Schools and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities.

Whereas, Academica has been established to provide professional management and consulting services to Charter Schools.

Whereas, it is Academica's mission to ensure that the vision of a School's Board of Directors is faithfully and effectively implemented.

Whereas, officials of Academica are familiar with the governmental agencies and requirements needed to establish and operate a Charter School as well as the

requirements of all State and Federal authorities and of the local municipal and or county government which may be applicable to the operation of the School or its facilities.

Whereas, officials of Academica are familiar with the various local, state and Federal funding sources for Charter School programs and have successfully obtained grants and other forms of revenue and financing for Charter School programs in Dade and Broward County.

Whereas, officials of Academica have attended and will continue to attend the numerous local, state, and Federal meetings and conferences for Charter School operators and consultants.

Whereas, Academica manages a network of Charter Schools and believes that there are benefits to be obtained from having a uniform system-wide reporting, record-keeping and accountability system and benefits to having a wide variety of employment opportunities and options available to the employees of Charter Schools managed by Academica.

Whereas, Somerset and Academica desire to enter into agreements for the purpose of having Academica manage and administer the Charter School.

Now therefore, the parties to this Agreement agree as follows:

DUTIES OF ACADEMICA:

1. Management and Administrative Duties

Academica will coordinate the management and administrative duties required to operate the Charter School. In connection with this, Academica will report to the Board and advise it of the systems established for administrative duties. The Board will review

the recommendations made by Academica and act upon them in the manner the Board decides.

2. Board of Directors Meetings

Academica will schedule, coordinate and attend the meetings of the Board and the staff of the Charter School and maintain the minutes and records of those meetings and comply with the requirements of State law regarding such meetings and record keeping.

3. Record Keeping

Academica will maintain the records of the Charter School at the location designated by the Board. Academica will ensure compliance with the State requirements for record keeping.

4. Bookkeeping

Academica will coordinate with the accounting firms selected by the Board and serve as liaison with them to ensure the accuracy and timeliness of financial reporting and record keeping as may be required by the Sponsor and State law.

5. Staff Administration

Academica will identify and propose qualified teachers, paraprofessionals, ~~administrators and other staff members and education professionals for positions in the~~ School.

Academica will coordinate with the Board or the Hiring Committee established by the Board to select individuals for School based positions.

Employees selected will be hired as either Academica employees or Charter School employees. This will be at the election of the Board. Academica will prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

If the Board determines that school-based employees are to be designated as employees of Academica, then Academica will hire them pursuant to a reimbursement agreement between Academica and the Board to provide such employees for service to the Charter School on a direct reimbursement basis. If so designated, Academica will assume the duties of human resource and employee management services provider for the School. If the Board elects otherwise, then Academica will propose professional employee management companies to the Board that can perform the human resource services for the School. The Board will have complete discretion to decide which human resource management method or service provider to use. Academica will be the liaison for the School vis-à-vis the human resource company.

All School-based employees will be assigned to the Charter School and may only be removed, dismissed, or transferred by Board approval.

6. Financial Projections

Academica will prepare annual budgets and financial forecasts for the Charter School to present to the Board for review and approval.

7. Grant Solicitation

Academica will solicit grants available for the funding of the Charter School from the various government and private and institutional sources that may be available for such.

8. Financing Solicitation and Coordination

Academica will coordinate obtaining financing from private and public sources for loans desired by the Board.

9. Other Funding Sources

Academica will coordinate the solicitation of School Improvement Thrift Funds (SIT) and Public Education Capital Outlay (PECO) Funds from the appropriate State or local agencies. Similarly, Academica will coordinate the solicitation of other State, Federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to Charter Schools from time to time.

10. Annual Reporting

Academica will coordinate the preparation of the Annual Report required by the Charter School Legislation for the School.

The Report will be submitted to the Board for approval, and Academica will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

11. Student Assessment

Academica will coordinate a student assessment methodology and retain on behalf of the School professionals to administer and evaluate results. Academica will ~~provide the Board with proposals from professionals offering to provide assessment and~~ student evaluation services for the Board either to approve or reject.

12. School Board Representation

Academica will serve as primary liaison with school board officials on behalf of the School. In connection therewith, Academica representatives will attend required meetings and public hearings.

13. Governmental Compliance

Academica will ensure compliance with State regulations and reporting requirements of the Charter School.

14. Charter Renewal Coordination

Academica will coordinate with the School's Sponsor for the renewal of the School's Charter on a timely basis. Academica will negotiate the terms of the renewal contract with School's Sponsor.

15. Curriculum Development

Academica shall identify and or develop curricula in connection with the operations of the School and the desires of the Board.

16. Pre-School, After-Care, Early Drop-Off

Academica shall identify and or develop Pre-School, After-Care, Early Drop-Off programs to be offered as services ancillary but separate from the operations of the School. These are programs that are not encompassed by the Charter School Agreement between the School and its Sponsoring School Board. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Academica to do so. In furtherance of that, Academica will retain the necessary operators to provide the underlying services to the parents and students desiring them. Academica will coordinate the provision of those services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Academica, and/or the service providers selected by it, shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the School for any liability resulting from them.

17. Facilities Identification Expansion, Design and Development

Academica shall coordinate with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Academica shall assist the School in planning the design of new facilities or in the expansion of existing ones. Further, Academica shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

18. Systems Development

Academica will identify and develop school information system to be used in connection with the administration and reporting system for the school.

TERM OF AGREEMENT

19. Initial Term

The term of the Agreement shall commence on the start of the 1999-2000 school year. The commencement date shall be deemed to be July 1, 1999. The length of the Agreement shall be coextensive with the term of the Charter contract with Broward County Public Schools.

20. Renewal

Unless terminated by the Board, the term of this Agreement shall be renewed along with any renewals to the Charter Agreement.

21. Termination

The Board shall have the right to terminate this Agreement for cause by providing sixty (60) days notice to Academica.

COMPENSATION

22. Base Compensation

The School shall pay Academica a Charter School Management fee of \$450 per student FTE per annum. The fee shall be payable in semi-monthly installments. The fee shall be adjusted annually at each anniversary based on the change in the prior year's Consumer Price Index or on the basis of the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less.

23. Additional Services

Academica will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include, special Projects, litigation coordination, land use coordination, etc... Such projects may include the engagement of other professionals or consultants who may be independent from Academica or part of Academica's network of consulting professionals.

24. Reimbursement of Costs

~~Academica shall be reimbursed for actual costs for actual costs it incurs in~~
connection with travel, lodging, and food required attending conferences and other events on behalf of the Charter School.

OTHER MATTERS

25. Conflicts of Interest

If any officer, shareholder, employee or director of Academica serves on the Board of the Charter School (here referred to as the "Academica Board Member"), such

Academica Board Member shall abstain from voting on any matter before the Board which affects this Agreement or which could potentially pose a conflict between the interests of Academica and the Charter School. For example, on any matter that involves the potential transfer of a teacher or other staff member from one Charter School managed by Academica to another, the Academica Board Member shall abstain from voting.

26. Miscellaneous

(1) Neither party shall be considered in default of this Contract if the performance of any part or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Contract shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Contract. This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any substantial amendment to this Contract shall require approval of the School Board.

(3) Neither party shall assign this Contract without the written consent of the other party; such consent shall not be unreasonably withheld.

(4) No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) If any provision or any part of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract and all such provisions shall remain in full force and effect.

(6) This Contract is not intended to create any rights of a third party beneficiary.

(7) This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of that state.

(8) Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica Corporation
6255 Bird Road
Miami, Florida 33155
Attn: President

The Somerset Academy
12425 SW 53rd Street
Miramar, Florida 33027
Attn.: School Principal

(9) The headings in the Contract are for convenience and reference only and in no way define, limit or describe the scope of the Contract and shall not be considered in the interpretation of the Contract or any provision hereof.

(10) This Contract may be executed in any number of counterparts, each of

which shall be an original, but all of which together shall constitute one Contract.

(11) Each of the persons executing this Contract has the full power and authority to execute the Contract on behalf of the party for whom he or she signs.

THIS CONTRACT was approved at a meeting of the Board of Directors of The Somerset Academy Charter School held on the 30th day of September 19 99. At that meeting, the undersigned Director of The Somerset Academy Charter School was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SOMERSET ACADEMY, INC.

By: Dr. Ruth Jacoby
Authorized Representative

Name: Dr. Ruth Jacoby

ACADEMICA CORPORATION

By: [Signature]
President

Name: Fernando Zulueta

ATTACHMENT Q

Negotiated Lease Agreement

BROOKS

DEVELOPMENT AUTHORITY

8030 Challenger Drive Brooks City-Base, Texas 78235
210 536 5366 fax 210 536 2018 www.brookscity-base.com

February 22, 2005

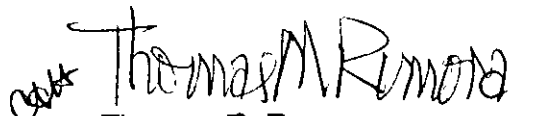
Somerset Academy, Inc
6255 Bird Road
Miami, Florida 33155
Board Chair: Ruth Jacoby

Dr. Jacoby:

The Brooks Development Authority (BDA) and the Brooks City-Base Foundation (BCBF) have been discussing the opportunity to create a charter school at Brooks City-Base for many months and are pleased that the Somerset Academy will be participating in this venture. The BDA and BCBF both believe that a school located on BDA land in proximity to the existing business and technology center at Brooks City-Base will be an asset that will benefit our existing and future tenants as well as provide a much needed educational service to our community.

BDA, as owner of the 1,300 acre Brooks City-Base property, will require a formal action to approve a long-term ground lease for construction of the proposed high school, and looks forward to finalizing the details for this endeavor. We eagerly anticipate approval of the charter application and the construction of this first charter school at Brooks City-Base. Thanks for your participation and assistance in this exciting opportunity.

Sincerely,


Thomas R. Rumora
Executive Director
Brooks Development Authority

Assurance Documents

**Brooks Academy of Science &
Engineering
(BASE)**

Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

- Yes
 No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

- Yes
 No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

- Yes
 No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.

Signature of the Charter Holder Board Chair

12/15/05
Date

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES

DIRECTIONS:

- Type or print the name of the charter holder and the charter school in the General Assurance Statement below.
- The Chairperson of the Board of the Charter Holder must **initial** each of the section titles on the lines below AND **check** each of the selected cites in the boxes below to indicate the charter holder's assurance of compliance with each of the specific cites.
- The Chairperson of the Board of the Charter Holder must **sign** the document in the space provided on the final page of the assurances.
- Mail the original signed document to the **Charter Schools Division, Texas Education Agency, 1701 N. Congress, Austin, TX 78701.**

NOTE:

The rules and regulations have been slightly modified to clarify the charter holder's responsibility. Changes to actual regulations are indicated by brackets. Empty brackets indicate deletions. Brackets around words indicate paraphrased or changed wording.

General Assurance Statement

Somerset Academy, Inc., charter holder for Brooks Academy of Science & Engineering Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initialed and checked below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented.

A. Child Find

Initial: 

34 CFR §300.125. Child Find.

- (a) General requirement.
- (1) The [charter holder] shall have in effect policies and procedures to ensure that—
- (i) All children with disabilities, [enrolled in the charter school or who contact the charter school regarding enrollment], regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and
 - (ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.
- (2) The requirements of paragraph (a)(1) of this section apply to—
- (i) Highly mobile children with disabilities (such as migrant and homeless children); and
 - (ii) Children who are suspected of being a child with a disability under [CFR 34] §300.7 and in need of special education, even though they are advancing from grade to grade.
- [(c) The charter holder will notify the local ECI program of all children suspected of having a disability, from birth through the age of two, within 2 working days. The charter holder will maintain documentation of the referral and that the individual evaluation occurred within 45 calendar days.]

- (e) Confidentiality of child find data. The collection and use of data to meet the requirements of this section are subject to the confidentiality requirements of §§300.560-300.577.

B. Confidentiality

Initial:

TEC §26.004. Access to Student Records.

[The charter holder recognizes] that a parent is entitled to access to all written records of a school district [or charter holder] concerning the parent's child, including:

- (1) attendance records;
- (2) test scores;
- (3) grades;
- (4) disciplinary records;
- (5) counseling records;
- (6) psychological records;
- (7) applications for admission;
- (8) health and immunization information;
- (9) teacher and counselor evaluations; and
- (10) reports of behavioral patterns.

19 TAC §89.1050(f)(3) [Transfer of Records].

- (f) (3) In accordance with TEC §25.002, the school district [or charter school] in which the student was previously enrolled will furnish the new school district [or charter school] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school []. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter schools] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.127. Confidentiality of personally identifiable information.

- (a) The [charter holder] must have on file in detail the policies and procedures [] to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the [IDEA].

34 CFR §300.560. Definitions.

As used in §§300.560-300.577—

- (a) Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- (b) Education records means the type of records covered under the definition of "education records" in 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).
- (c) Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the [IDEA].

34 CFR §300.561. Notice to parents.

- (a) The [charter holder] shall give notice that is adequate to fully inform parents about the requirements of §300.127, including—
- (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;

- (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the [charter holder] intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that the [charter holder] must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents of the activity.

34 CFR §300.562. Access rights.

- (a) [The charter holder] shall permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the [charter holder] under this part. The [charter holder] shall comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.
- (b) The right to inspect and review education records under this section includes—
 - (1) The right to a response from the [charter holder] to reasonable requests for explanations and interpretations of the records;
 - (2) The right to request that the [charter holder] provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) The right to have a representative of the parent inspect and review the records.
- (c) [The charter holder] may presume that the parent has authority to inspect and review records relating to his or her child unless the [charter holder] has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

34 CFR §300.563. Record of access.

[The charter holder] shall keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the [IDEA] (except access by parents and authorized employees of the [charter holder]), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

34 CFR §300.564. Records on more than one child.

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

34 CFR §300.565. List of types and locations of information.

[The charter holder] shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the [charter holder].

34 CFR §300.566. Fees.

- (a) [The charter holder] may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.
- (b) [The charter holder] may not charge a fee to search for or to retrieve information under this part.

34 CFR §300.567. Amendment of records at parent's request.

- (a) A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the [charter holder] that maintains the information to amend the information.
- (b) The [charter holder] shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
- (c) If the [charter holder] decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing under §300.568.

34 CFR §300.568. Opportunity for a hearing.

The [charter holder] shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

34 CFR §300.569. Result of hearing.

- (a) If, as a result of the hearing, the [charter holder] decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it shall amend the information accordingly and so inform the parent in writing.
- (b) If, as a result of the hearing, the [charter holder] decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it shall inform the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the [charter holder].
- (c) Any explanation placed in the records of the child under this section must—
 - (1) Be maintained by the [charter holder] as part of the records of the child as long as the record or contested portion is maintained by the [charter holder]; and
 - (2) If the records of the child or the contested portion is disclosed by the [charter holder] to any party, the explanation must also be disclosed to the party.

34 CFR §300.570. Hearing procedures.

A hearing held under §300.568 must be conducted according to the procedures under 34 CFR 99.22

34 CFR §300.571. Consent.

- (a) Except as to disclosures addressed in §300.529(b) for which parental consent is not required by Part 99, parental consent must be obtained before personally identifiable information is—
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part, subject to paragraph (b) of this section; or
 - (2) Used for any purpose other than meeting a requirement of this part.
- (b) An educational agency or institution subject to 34 CFR Part 99 may not release information from education records to participating agencies without parental consent unless authorized to do so under part 99.

34 CFR §300.572. Safeguards.

- (a) [The charter holder] shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- (b) One official at [the charter school] shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
- (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
- (d) [The charter holder] shall maintain, for public inspection, a current listing of the names and positions of those employees within the [charter school] who may have access to personally identifiable information.

34 CFR §300.573. Destruction of information.

- (a) The [charter holder] shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.
- (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

34 CFR §300.574. Children's rights.

- (a) The [charter holder] shall provide policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
- (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.

- (c) If the rights accorded to parents under Part B of the [IDEA] are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, the [charter holder] must provide any notice required under section 615 of the [IDEA] to the student and the parents.

34 CFR Part 99

[The charter holder assures that it will abide by the Family Education Rights and Privacy Act (FERPA).]

C. Procedural Safeguards

Initial: 

34 CFR §300.504. Procedural safeguards notice.

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents, at a minimum—
- (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
- (b) Contents. The procedural safeguards notice will include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to—
- (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;
 - (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);
 - (12) Civil actions;
 - (13) Attorneys' fees; and
 - (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

[The charter holder will use the most current edition of the Notice of Procedural Safeguards, issued by the Texas Education Agency, to meet the requirement under 34 CFR §300.504(b) and (c).]

- (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
- (1) The notice required under paragraph (a)(1) of this section must—
- (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
- (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
- (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
- (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
- (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

TEC §26.0081. Right to Information Concerning Special Education.

- (a) The agency [(TEA)] shall produce and provide to school districts [and charter holders] sufficient copies of a comprehensive, easily understood document [*The Guide to the ARD Process*] that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) [The charter holder will provide] the document required under this section to the parent as provided by 20 U.S.C. §1415(b):
- (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the [charter school's] special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and
 - (2) at any other time on reasonable request of the child's parent.
- (c) The agency [(TEA)] shall produce and provide to school districts [and charter holders] a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under §29.004. Each school year, [beginning with the 2004-2005 school year, the charter holder] shall provide the written explanation to a parent of each [charter school] student by including the explanation in the student handbook or by another means.

19 TAC §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (a) [The charter holder] shall invite the parents and adult student to participate as members of the admission, review, and dismissal (ARD) committee by providing written notice in accordance with 34 Code of Federal Regulations (CFR), §§300.345, 300.503, and 300.505, and Part 300, Appendix A.

E. Consent

Initial: 

34 CFR §300.500. General responsibility of public agencies; definitions.

- (a) [] [Each charter holder] establishes, maintains, and implements procedural safeguards that meet the requirements of §§300.500-300.529.
- (b) Definitions of "consent," [] As used in this part --
- (1) Consent means that --

- (i) The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
- (ii) The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- (iii) (A) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime.
(B) If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

34 CFR §300.505. Parental consent.

(a) General.

- (1) Subject to paragraphs (a)(3), (b) and (c) of this section, informed parent consent must be obtained before—
 - (i) Conducting an initial evaluation or reevaluation; and
 - (ii) Initial provision of special education and related services to a child with a disability.
- (2) Consent for initial evaluation may not be construed as consent for initial placement described in paragraph (a)(1)(ii) of this section.
- (3) Parental consent is not required before—
 - (i) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (ii) Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.
- (b) Refusal. If the parents of a child with a disability refuse consent for initial evaluation or a reevaluation, the [charter holder] may continue to pursue those evaluations by using the due process procedures under §§300.507-300.509, or the mediation procedures under §300.506 if appropriate, except to the extent inconsistent with State law relating to parental consent.
- (c) Failure to respond to request for reevaluation.
 - (1) Informed parental consent need not be obtained for reevaluation if the [charter holder] can demonstrate that it has taken reasonable measures to obtain that consent, and the child's parent has failed to respond.
 - (2) To meet the reasonable measures requirement in paragraph (c)(1) of this section, the [charter holder] must use procedures consistent with those in §300.345(d).
- (d) Additional State consent requirements. In addition to the parental consent requirements described in paragraph (a) of this section, a State may require parental consent for other services and activities under this part if it ensures that each public agency in the State establishes and implements effective procedures to ensure that a parent's refusal to consent does not result in a failure to provide the child with FAPE.
- (e) Limitation. [The charter holder] may not use a parent's refusal to consent to one service or activity under paragraphs (a) and (d) of this section to deny the parent or child any other service, benefit, or activity of the [charter holder], except as required by this part.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under Section 29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

F. Evaluation

Initial: _____

19 TAC §89.1011. Referral for Full and Individual Initial Evaluation.

Referral of students for a full and individual initial evaluation for possible special education services shall be a part of the [charter holder's] overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, [charter holder] personnel must refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

TEC §29.004. Full Individual and Initial Evaluation.

- (a) A written report of a full individual and initial evaluation of a student for purposes of special education services shall be completed not later than the 60th calendar day following the date on which the [charter holder], in accordance with 20 U.S.C. §1414(a), as amended, receives written consent for the evaluation, signed by the student's parent or legal guardian.
- (b) The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
- (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under §29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

34 CFR §300.531. Initial evaluation.

[The charter holder] shall conduct a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the [IDEA].

34 CFR §300.532. Evaluation procedures.

[The charter holder] shall ensure, at a minimum, that the following requirements are met:

- (a) (1) Tests and other evaluation materials used to assess a child under Part B of the [IDEA]—
- (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - (ii) Are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
- (2) Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
- (b) A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be

involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—

- (1) Whether the child is a child with a disability under §300.7; and
 - (2) The content of the child's IEP.
- (c) (1) Any standardized tests that are given to a child—
- (i) Have been validated for the specific purpose for which they are used; and
 - (ii) Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the *producer of the tests*.
- (2) If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
- (d) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (e) Tests are *selected and administered* so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (f) No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
- (g) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor *abilities*.
- (h) In evaluating each child with a disability under §§300.531--300.536, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been *classified*.
- (i) The [charter holder] uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (j) The [charter holder] uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

 **34 CFR §300.533. Determination of needed evaluation data.**

- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the [IDEA], a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, shall—
- (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - (iii) Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a child, whether the child continues to have such a disability;
 - (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum.
- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.
- (c) Need for additional data. The [charter holder] shall administer tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
- (d) Requirements if additional data are not needed.

- (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, the [charter holder] shall notify the child's parents—
 - (i) Of that determination and the reasons for it; and
 - (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
- (2) The [charter holder] is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

19 TAC §89.1040. Eligibility Criteria.

- (a) Special education services. To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 Code of Federal Regulations (CFR), §300.7(a), subject to the provisions of 34 CFR, §300.7(c), the Texas Education Code (TEC), §29.003, and this section. The provisions in this section specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law.
- (b) Eligibility determination. The determination of whether a student is eligible for special education and related services is made by the student's admission, review, and dismissal (ARD) committee. Any evaluation or re-evaluation of a student shall be conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:
 - (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
 - (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

34 CFR §300.534. Determination of eligibility.

- (a) Upon completing the administration of tests and other evaluation materials—
 - (1) A group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in §300.7; and
 - (2) The [charter holder] must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.
- (b) A child may not be determined to be eligible under this part if—
 - (1) The determinant factor for that eligibility determination is—
 - (i) Lack of instruction in reading or math; or
 - (ii) Limited English proficiency; and
 - (2) The child does not otherwise meet the eligibility criteria under §300.7(a).
- (c) (1) [The charter holder] must evaluate a child with a disability in accordance with §§300.532 and 300.533 before determining that the child is no longer a child with a disability.
- (2) The evaluation described in paragraph (c)(1) of this section is not required before the termination of a student's eligibility under Part B of the [IDEA] due to graduation with a regular high school diploma, or exceeding the age eligibility for FAPE under State law.

34 CFR §300.535. Procedures for determining eligibility and placement.

- (a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, [the charter holder] shall—
 - (1) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
- (b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

34 CFR §300.536. Reevaluation.

[The charter holder] shall ensure—

- (a) That the IEP of each child with a disability is reviewed in accordance with §§300.340-300.350; and

- (b) That a reevaluation of each child, in accordance with §§300.532-300.535, is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

34 CFR §300.540. Additional team members.

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined in §300.7, must be made by the child's parents and a team of qualified professionals which must include—

- (a) (1) The child's regular teacher; or
 (2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or
 (3) For a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and
 (b) At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

34 CFR §300.541. Criteria for determining the existence of a specific learning disability.

- (a) A team may determine that a child has a specific learning disability if—
- (1) The child does not achieve commensurate with his or her age and ability levels in one or more of the areas listed in paragraph (a)(2) of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
 - (2) The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
 - (i) Oral expression.
 - (ii) Listening comprehension.
 - (iii) Written expression.
 - (iv) Basic reading skill.
 - (v) Reading comprehension.
 - (vi) Mathematics calculation.
 - (vii) Mathematics reasoning.
- (b) The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of—
- (1) A visual, hearing, or motor impairment;
 - (2) Mental retardation;
 - (3) Emotional disturbance; or
 - (4) Environmental, cultural or economic disadvantage.

34 CFR §300.542. Observation.

- (a) At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting.
- (b) In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

34 CFR §300.543. Written report.

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), must include a statement of—
- (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination;
 - (3) The relevant behavior noted during the observation of the child;
 - (4) The relationship of that behavior to the child's academic functioning;
 - (5) The educationally relevant medical findings, if any;

- (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
 - (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

G. Development and Implementation of the Individualized Education Program (IEP):

Transfer Students; Transition; Extended School Year (ESY) Services;

Restraint, Seclusion, and Time-Out

Parent Placements in Private Schools

Initial: 

 **19 TAC §89.1050(a). [ARD committee]**

- (a) [The charter holder] shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee shall be the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. The [charter holder] shall be responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:
- (1) 34 CFR, §§300.340-300.349, and Texas Education Code (TEC), §29.005 (Individualized Education Program);
 - (2) 34 CFR, §§300.400-300.402 (relating to placement of eligible students in private schools by a school district [or charter holder]);
 - (3) 34 CFR, §§300.452, 300.455, and 300.456 (relating to the development and implementation of service plans for eligible students in private school who have been designated to receive special education and related services);
 - (4) 34 CFR, §§300.520, 300.522, and 300.523, and TEC, §37.004 (Placement of Students with Disabilities);
 - (5) 34 CFR, §§300.532-300.536 (relating to evaluations, re-evaluations, and determination of eligibility);
 - (6) 34 CFR, §§300.550-300.553 (relating to least restrictive environment);
 - (7) TEC, §28.006 (Reading Diagnosis);
 - (8) TEC, §28.0211 (Satisfactory Performance on Assessment Instruments Required; Accelerated Instruction);
 - (9) TEC, §28.0212 (Personal Graduation Plan);
 - (10) TEC, §28.0213 (Intensive Program of Instruction);
 - (11) TEC, Chapter 29, Subchapter I (Programs for Students Who Are Deaf or Hard of Hearing);
 - (12) TEC, §30.002 (Education of Children with Visual Impairments);
 - (13) TEC, §30.003 (Support of Students Enrolled in the Texas School for the Blind and Visually Impaired or Texas School for the Deaf);
 - (14) TEC, §33.081 (Extracurricular Activities);
 - (15) TEC, Chapter 39, Subchapter B (Assessment of Academic Skills); and
 - (16) TEC, §42.151 (Special Education).

 **19 TAC §89.1050(d). [30-day timeline]**

- (d) ARD committee shall make its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee shall have until the first day of classes in the fall to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and

individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

19 TAC §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (b) A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. The [charter holder] must respond to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. The [charter holder] should inform parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

34 CFR §300.342. When IEPs must be in effect.

- (a) General. At the beginning of each school year, [the charter holder] shall have an IEP in effect for each child with a disability within its jurisdiction.
- (b) Implementation of IEPs. [The charter holder] shall ensure that—
- (1) An IEP—
 - (i) Is in effect before special education and related services are provided to an eligible child under this part; and
 - (ii) Is implemented as soon as possible following the meetings described under §300.343;
 - (2) The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation; and
 - (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

19 TAC §89.1050(b). [IFSP/IEP]

- (b) For a child from birth through two years of age with visual and/or auditory impairments, an individualized family services plan (IFSP) meeting must be held in place of an ARD committee meeting in accordance with 34 CFR, §§303.340-303.346, and the memorandum of understanding between the Texas Education Agency (TEA) and Texas Interagency Council on Early Childhood Intervention. For students three years of age and older, the [charter holder] must develop an IEP.

19 TAC §89.1050(f). For a student who is new to a [charter school]:

- (f) (1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the [charter holder] determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district or [charter school], or the previous school verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:
- (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
 - (B) the ARD committee may determine that valid evaluation data and other information from the previous school district [or charter school] are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district [or charter school] or the collection of new evaluation data by the current [charter holder]. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district [or charter school] in which the student was previously enrolled shall furnish the new school district [or charter holder] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district [or charter school]. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter holders] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.121. Free appropriate public education (FAPE).

- (a) General. [] [The charter holder] has in effect a policy that ensures that all children with disabilities aged 3 through 21 enrolled in the [charter school] have the right to FAPE, including children with disabilities who have been suspended or expelled from school.
- (b) Required information. The information described in paragraph (a) of this section must--
- (2) Show that the policy--
- (i) (B) Is consistent with the requirements of §§300.300-300.313; and
- (ii) Applies to all children with disabilities, including children who have been suspended or expelled from school.
- (c) FAPE for children beginning at age 3.
- (1) [The charter holder] shall ensure that--
- (i) The obligation to make FAPE available to each eligible child [enrolled in the charter school] begins no later than the child's third birthday; and
- (ii) An IEP [] is in effect for the child by that date, in accordance with §300.342(c).
- (2) If a child's third birthday occurs during the summer, the child's IEP [] team shall determine the date when services under the IEP will begin.
- (d) FAPE for children suspended or expelled from school.
- (1) The [charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must--
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.
- (e) Children advancing from grade to grade.
- (1) The [charter holder] will ensure that FAPE is available to any individual child with a disability [enrolled in the school] who needs special education and related services, even though the child is advancing from grade to grade.
- (2) The determination that a child [] is eligible under this part, must be made on an individual basis by the group responsible within the child's [charter school] for making those determinations [(e.g., the ARD committee)]

34 CFR §300.343. IEP meetings.

- (a) General. [The charter holder] is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability

- (b) Initial IEPs; provision of services.
- (1) [The charter holder] shall ensure that within a reasonable period of time following the [charter holder's] receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
 - (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.
- (c) Review and revision of IEPs. [The charter holder] shall ensure that the IEP team—
- (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
 - (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.

34 CFR §300.344. IEP team.

- (a) General. The [charter holder] shall ensure that the IEP team for each child with a disability includes—
- (1) The parents of the child;
 - (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
 - (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
 - (4) A representative of the [charter holder] who—
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the [charter holder];
 - (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of this section;
 - (6) At the discretion of the parent or the [charter holder], other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
 - (7) If appropriate, the child.
- (b) Transition services participants.
- (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
 - (3)
 - (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

- (c) Determination of knowledge and special expertise. The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section shall be made by the party (parents or [charter holder]) who invited the individual to be a member of the IEP.
- (d) Designating a public agency representative. [The charter holder] may designate another [charter holder member] of the IEP team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.

19 TAC §89.1050(c). [Teacher member requirements]

- (c) At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) shall participate as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider must be qualified to provide the educational services that the child may need. [The charter holder] should refer to §89.1131 of this title (relating to Qualifications of Special Education, Related Service, and Paraprofessional Personnel) to ensure that appropriate teachers and/or service providers are present and participate at each ARD committee meeting.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the [charter holder] shall use other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the [charter holder] is unable to convince the parents that they should attend. In this case the [charter holder] must have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. The [charter holder] shall take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The [charter holder] shall give the parent a copy of the child's IEP at no cost to the parent.

34 CFR §300.346. Development, review, and revision of IEP.

- (a) Development of IEP.
 - (1) General. In developing each child's IEP, the IEP team, shall consider—
 - (i) The strengths of the child and the concerns of the parents for enhancing the education of their child;
 - (ii) The results of the initial or most recent evaluation of the child; and
 - (iii) As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
 - (2) Consideration of special factors. The IEP team also shall—
 - (i) In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior;
 - (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
 - (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
 - (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers

and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and

- (v) Consider whether the child requires assistive technology devices and services.
- (b) Review and Revision of IEP. In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team shall consider the factors described in paragraph (a) of this section.
- (c) Statement in IEP. If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team must include a statement to that effect in the child's IEP.
- (d) Requirement with respect to regular education teacher. The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).

34 CFR §300.347. Content of IEP.

- (a) General. The IEP for each child with a disability must include—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the *program modifications* or supports for school personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5)
 - (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
 - (7) A statement of—
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—

- (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
- (b) Transition services. The IEP must include—
- (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and *updated annually*, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
 - (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
- (c) Transfer of rights. In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under Part B of the [IDEA], if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

19 TAC §89.1055. Content of the Individualized Education Program (IEP).

- (a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability shall comply with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.
- (b) The IEP must include a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:
 - (1) why that assessment is not appropriate for the child; and
 - (2) how the child will be assessed using a locally developed alternate assessment.
- (c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP must also include goals and objectives for ESY services from the student's current IEP.
- (d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) shall also meet the requirements of TEC, §30.002(e).
- (e) For students with autism/pervasive developmental disorders, information about the following shall be considered and, when needed, addressed in the IEP:
 - (1) extended educational programming;
 - (2) daily schedules reflecting minimal unstructured time;
 - (3) in-home training or viable alternatives;
 - (4) prioritized behavioral objectives;
 - (5) prevocational and vocational needs of students 12 years of age or older;
 - (6) parent training; and
 - (7) suitable staff-to-students ratio.
- (f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP must include a statement to that effect and the basis upon which the determination was made.
- (g) In accordance with 34 CFR §300.29, §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system; (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transitions;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or charter holder] in which the student is enrolled;

- (4) any postsecondary education options;
- (5) a functional vocational evaluation;
- (6) employment goals and objectives;
- (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
- (8) independent living goals and objectives; and
- (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

19 TAC §89.1050(e). [The report]

- (e) The written report of the ARD committee shall document the decisions of the committee with respect to issues discussed at the meeting. The report shall include the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report shall also indicate each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d)(1), applies, the [charter holder] shall provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the [charter holder] shall make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

34 CFR §300.350. IEP accountability.

- (a) Provision of services. Subject to paragraph (b) of this section, [the charter holder] must—
 - (1) Provide special education and related services to a child with a disability in accordance with the child's IEP; and
 - (2) Make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

34 CFR §300.309. Extended school year services.

- (a) General.
 - (1) [The charter holder] shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.
 - (2) Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, [the charter holder] may not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
- (b) Definition. As used in this section, the term extended school year services means special education and related services that—
 - (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the [charter school];
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of the [TEA].

19 TAC §89.1065. Extended School Year Services (ESY Services).


Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, [the charter holder] may not:
 - (A) limit ESY services to particular categories of disability; or

- (B) unilaterally limit the type, amount, or duration of ESY services.
- (2) The need for ESY services must be documented from formal and/or informal evaluations provided by the [charter holder] or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
- (3) The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
- (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
- (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
- (5) If the [charter holder] does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
- (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
- (7) For students enrolling in a district [or charter school] during the school year, information obtained from the prior school district [or charter holder] as well as information collected during the current year may be used to determine the need for ESY services.
- (8) The provision of ESY services is limited to the educational needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
- (9) [The charter holder is] not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

 **19 TAC §89.1050(g). [Discipline]**

- (g) All disciplinary actions regarding students with disabilities shall be determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

 **19 TAC §89.1050(h). [Disagreements]**

- (h) All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP shall be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
- (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees shall be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the [charter holder] from reaching mutual agreement about all required elements of an IEP.

- (2) During the recess the committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
- (3) The date, time, and place for continuing the ARD committee meeting shall be determined by mutual agreement prior to the recess.
- (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the [charter holder] shall implement the IEP which it has determined to be appropriate for the student.
- (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
- (6) When the [charter holder] implements an IEP with which the parents disagree or the adult student disagrees, the [charter holder] shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
- (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

TEC §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this state to treat with dignity and respect all students, including students with disabilities who receive special education services under Subchapter A, Chapter 29. A student with a disability who receives special education services under Subchapter A, Chapter 29, may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
 - (1) "Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body.
 - (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
 - (A) is designed solely to seclude a person; and
 - (B) contains less than 50 square feet of space.
 - (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) [The charter holder] employee or volunteer or an independent contractor of [the charter holder] may not place a student in seclusion. This subsection does not apply to the use of seclusion in a court-ordered placement, other than a placement in an educational program of [the charter holder], or in a placement or facility to which the following law, rules, or regulations apply:
 - (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
 - (2) 40 T.A.C. §§720.1001-720.1013; or
 - (3) 25 T.A.C. §412.308(e).
- (d) The commissioner [of TEA] by rule shall adopt procedures for the use of restraint and time-out by [the charter holder] employee or volunteer or an independent contractor of [the charter holder] in the case of a student with a disability receiving special education services under Subchapter A, Chapter 29. A procedure adopted under this subsection must:
 - (1) be consistent with:
 - (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
 - (2) identify any discipline management practice or behavior management technique that requires [the charter holder] employee or volunteer or an independent contractor of [the charter holder] to be trained before using that practice or technique.

- (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under §37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
 - (1) the student possesses a weapon; and
 - (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.
- (g) This section and any rules or procedures adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of [the charter holder].

 **19 TAC §89.1053. Procedures for Use of Restraint and Time-Out.**

- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), school districts and charter schools must implement the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of the state to treat with dignity and respect all students, including students with disabilities who receive special education services under TEC, Chapter 29, Subchapter A.
- (b) Definitions.
 - (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) Use of restraint. A school employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
 - (1) Restraint shall be limited to the use of such reasonable forces as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, a core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
 - (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the following documentation requirements.

- (1) On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
- (2) On the day restraint is utilized, a good faith effort shall be made to verbally notify the parent(s) regarding the use of restraint.
- (3) Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
- (4) Written documentation regarding the use of restraint must be placed in the student's special education eligibility folder in a timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).
- (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder shall include the following:
 - (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. The provisions adopted under this section do not apply to the use of physical force or a mechanical device which does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced in subsection (b)(2) of this section does not include:
 - (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the individualized education program (IEP) as required by 34 CFR §300.346(a)(2)(i) and (c) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A school employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
 - (1) Physical force or threat of physical force shall not be used to place a student in time-out.
 - (2) Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP must be trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP must receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out must be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and must address the impact of time-out on the ability of the student to be

involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

- (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.
- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, must be addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.
- (j) Student safety. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data reporting. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, data regarding the use of restraint must be electronically reported to the Texas Education Agency in accordance with reporting standards specified by the Agency.
- (l) The provisions adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district [or charter holder].

19 TAC §89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities.

- (a) Except as specifically provided in this section, in accordance with 34 Code of Federal Regulations (CFR), §300.454, no eligible student who has been placed by his or her parent(s) in a private school or facility has an individual right to receive some or all of the special education and related services that the student would receive if he or she were enrolled in a public school district [or charter school]. Except as specifically set forth in this section, a school district's [or charter holder's] obligations with respect to students placed by their parents in private schools are governed by 34 CFR, §§300.450-300.462.
- (b) When a student with a disability who has been placed by his or her parents directly in a private school or facility is referred to the local school district [or charter holder], the local district [or charter holder] shall convene an admission, review, and dismissal (ARD) committee meeting to determine whether the district [or charter holder] can offer the student a free appropriate public education (FAPE). If the district [or charter holder] determines that it can offer a FAPE to the student, the district [or charter holder] is not responsible for providing educational services to the student, except as provided in 34 CFR, §§300.450-300.462 or subsection (d) of this section, until such time as the parents choose to enroll the student in public school full-time.
- (c) Parents of an eligible student ages 3 or 4 shall have the right to "dual enroll" their student in both the public school [e.g., charter school] and the private school beginning on the student's third birthday and continuing until the end of the school year in which the student turns five or until the student is eligible to attend a district's [or charter holder's] public school kindergarten program, whichever comes first, subject to the following.
 - (1) The student's ARD committee shall develop an individualized education program (IEP) designed to provide the student with a FAPE in the least restrictive environment appropriate for the student.
 - (2) From the IEP, the parent and the district [or charter holder] shall determine which special education and/or related services will be provided to the student and the location where those services will be provided, based on the requirements concerning placement in the least restrictive environment set forth in 34 CFR, §§300.550-300.553, and the policies and procedures of the district [or charter holder].
 - (3) For students served under the provisions of this subsection, the school district [or charter holder] shall be responsible for the employment and supervision of the personnel providing the service, providing the needed instructional materials, and maintaining pupil accounting records. Materials and services provided shall be consistent with those provided for students enrolled only in the public school [e.g., charter school] and shall remain the property of the school district [or charter holder].
- (d) The school district [or charter holder] shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP.
- (e) Complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district [or charter holder] under subsection (c) [(d)] of this section may be filed with the Texas Education Agency under the procedures in 34 CFR, §§300.660-300.662. The procedures in 34 CFR, §§300.504-300.515 (relating to due process hearings) do not apply to complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district under subsection (c) [(d)]

H. Least Restrictive Environment (LRE) Placement

Initial: 

34 CFR §300.550. General LRE requirements.

- (b) [The charter holder] shall ensure—
- (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

34 CFR §300.551. Continuum of alternative placements.

- (a) [The charter holder] shall ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.
- (b) The continuum required in paragraph (a) of this section must—
- (1) Include the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
 - (2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

19 TAC §89.63. Instructional Arrangements and Settings.

- (a) [The charter holder] shall be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.
- (b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.
- (c) Instructional arrangements/settings shall be based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.
- (1) **Mainstream.** This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.
 - (2) **Homebound.** This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.
 - (A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local [charter holder] policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

- (B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts [or charter holders] described in Texas Education Code, §29.014.
- (3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the [charter holder]. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) *Self-contained (mild, moderate, or severe) regular campus.* This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, []:
- (A) a student who is one of a group of students from more than one school district [or charter school] served in a single location when a free appropriate public education is not available in the respective sending district [or charter school];
- (B) a student whose instruction is provided by [the charter holder] personnel in a facility (other than a nonpublic day school) not operated by the charter holder; or
- (C) a student in a self-contained program at a separate campus operated by the [charter holder] that provides only special education and related services.
- (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
- (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the [charter holder's] career and technology classes have been considered and determined inappropriate for the student.
- (10) Residential care and treatment facility (not school resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school campus. If the instruction is provided at the facility, rather than on a school campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the school in the same way as all other students receiving special education. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school campus, the student is considered to be served in the residential care and treatment facility arrangement/setting. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]

34 CFR §300.552. Placements.

(See Appendix A to CFR Part 300; Q. 19, Q. 37)

In determining the educational placement of a child with a disability, including a preschool child with a disability, [the charter holder] shall ensure that—

(a) The placement decision—

- (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and

- (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
- (b) The child's placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;
- (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
- (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

34 CFR §300.553. Nonacademic settings.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, [the charter holder] shall ensure that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

I. Transition Planning

Initial: 

34 CFR §300.29. Transition services.

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
 - (1) Is designed within an outcome-oriented process, that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
- (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
 - (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and

- (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
- (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
- (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

34 CFR §300.344. IEP team.

- (b) Transition services participants.
 - (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
 - (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

19 TAC §89.1055 (g). Content of the Individualized Education Program (IEP)

- (g) In accordance with 34 CFR §300.29 , §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 [15] years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system;
 - (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transition;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or the charter holder] in which the student is enrolled;
 - (4) any postsecondary education options;
 - (5) a functional vocational evaluation;
 - (6) employment goals and objectives;
 - (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
 - (8) independent living goals and objectives; and
 - (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

J. Certified Personnel for the Provision of Services to Children with Special Needs

Initial:

19 TAC §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.

- (a) All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
- (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities shall be assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments must be available to students with visual impairments, including deaf-blindness, through one of the [charter holders] instructional options, a shared services arrangement with other school districts [or charter holders], or an education service center (ESC). A teacher who is certified in the education of students with visual impairments must attend each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments must be available to students with auditory impairments, including deaf-blindness, through one of the [charter holder's] instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts [or charter holders], or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) The following provisions apply to physical education.
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education may be provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the [charter holder] must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, shall be certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, shall be certified in education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.
 - (8) Teachers with secondary certification with the generic delivery system may be assigned to teach Grades 6-12 only.

- (c) Paraprofessional personnel must be certified and may be assigned to work with eligible students, general and special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.
- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter must be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction must be provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

34 CFR §300.26. Special education.

- (a) General.
 - (1) As used in this part, the term special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including—
 - (i) Instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and
 - (ii) Instruction in physical education.
 - (2) The term includes each of the following, if it meets the requirements of paragraph (a)(1) of this section:
 - (i) Speech-language pathology services, or any other related service, if the service is considered special education rather than a related service under State standards;
 - (ii) Travel training; and
 - (iii) Vocational education.
- (b) Individual terms defined. The terms in this definition are defined as follows:
 - (1) At no cost means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
 - (2) Physical education—
 - (i) Means the development of—
 - (A) Physical and motor fitness;
 - (B) Fundamental motor skills and patterns; and
 - (C) Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and
 - (ii) Includes special physical education, adapted physical education, movement education, and motor development.
 - (3) Specially-designed instruction means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction—
 - (i) To address the unique needs of the child that result from the child's disability; and
 - (ii) To ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the [charter holder] that apply to all children.
 - (4) Travel training means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to—
 - (i) Develop an awareness of the environment in which they live; and
 - (ii) Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).

- (5) Vocational education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

K. Services to Expelled Students

Initial: _____

34 CFR §300.121(d). Free appropriate public education (FAPE).

- (d) FAPE for children suspended or expelled from school.
- (1) [The charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must—
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

34 CFR §300.522. Determination of setting.

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) must be determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 must—
- (1) Be selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and
- (2) Include services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring.

TEC §37.004. Placement of Students with Disabilities.

- (a) The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee.
- (b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's admission, review, and

dismissal committee conducts a manifestation determination review under 20 U.S.C. §1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:

- (1) functional behavioral assessments;
 - (2) positive behavioral interventions, strategies, and supports;
 - (3) behavioral intervention plans; and
 - (4) manifestation determination review.
- (c) A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes.
- (d) A teacher in an alternative education program under §37.008 who has a special education assignment must hold an appropriate certificate or permit for that assignment.
- (e) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under §37.011, the expulsion under a provision of §37.007 described by this subsection of a student with a disability who receives special education services must occur in accordance with this subsection and Subsection (f). The [charter school] from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:
- (1) §37.007(b), (c), or (f); or
 - (2) §37.007(d) as a result of conduct that contains the elements of any offense listed in §37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with [the charter holder].
- (f) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the [charter school] from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The [charter holder] shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program.
- (g) Subsections (e) and (f) and this subsection expire September 1, 2005.

L. Allowable Expenditures of State Special Education Funds

Initial: 



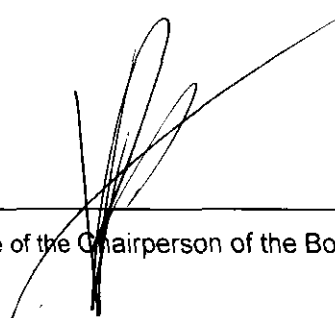
19 TAC §89.1125. Allowable Expenditures of State Special Education Funds.

- (a) Persons paid from special education funds shall be assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services shall include, but not be limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the admission, review, and dismissal (ARD) committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to school operations equivalent to those assigned to regular education personnel.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities shall be paid from state special education funds.

- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (IEPs) of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.
- (e) State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.
- (f) State special education funds may be used for transportation only to and from residential placements. Prior to using federal funds for transportation costs to and from a residential facility, the [charter holder] must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned positions directly related to the education of eligible students with disabilities. In no event shall the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

19 TAC §105.11. Maximum Allowable Indirect Cost.

No more than 15 % of the [charter holder's] Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.



Signature of the Chairperson of the Board of the Charter Holder

12/15/05

Date of Signature

Victor Baraso

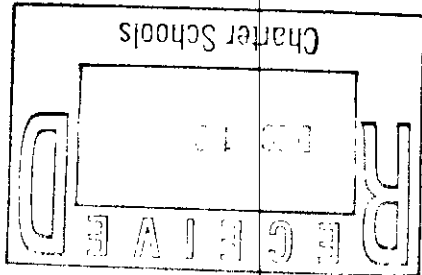
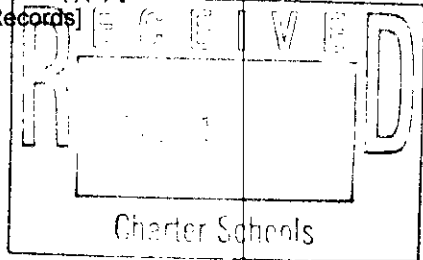
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CHARTER HOLDER SPECIAL EDUCATION ASSURANCES ADDENDUM (SEAA)

General Addendum Assurance Statement

Somerset Academy, Inc., charter holder for Brooks Academy of Science & Engineering Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initialed below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented. This addendum was made necessary by the reauthorization of the Individuals with Disabilities Education Act in December 2004.

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
A. Child Find	CFR	§300.125. Child Find	612	<p>No substantive change (NC), except for in the definition:</p> <p>(3) CHILD FIND--</p> <p>(A) IN GENERAL--All children with disabilities residing in the State, <u>including children with disabilities who are homeless children or are wards of the State</u> and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.</p>	W
B. Confidentiality	TEC	§26.004. Access to Student Records.		NC	W
B. Confidentiality	TAC	§89.1050(f)(3) [Transfer of Records]		<p>(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS--</p> <p>(i) IN GENERAL--</p> <p>(I) TRANSFER WITHIN THE SAME STATE--<u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</u></p> <p>(II) TRANSFER OUTSIDE STATE--<u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops</u></p>	W





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				<p>a new IEP, if appropriate, that is consistent with Federal and State law.</p> <p>(ii) <u>TRANSMITTAL OF RECORDS.</u> --To facilitate the transition for a child described in clause (i)--</p> <p>(i) <u>the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</u></p> <p>(ii) <u>the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</u></p>	UP
B. Confidentiality	CFR	§300.127. Confidentiality of personally identifiable information.	617(c)	NC	UP
B. Confidentiality	CFR	§300.560. Definitions		NC	UP
B. Confidentiality	CFR	§300.561. Notice to parents	615	NC	UP
B. Confidentiality	CFR	§300.562. Access rights	615(d)	NC	UP
B. Confidentiality	CFR	§300.563. Record of access	615(d)	NC	UP
B. Confidentiality	CFR	§300.564. Records on more than one child	615(d)	NC	UP
B. Confidentiality	CFR	§300.565. List of types and locations of information	615(d)	NC	UP
B. Confidentiality	CFR	§300.566. Fees	615(d)	NC	UP
B. Confidentiality	CFR	§300.567. Amendment of records at parent's request	615(d)	NC	UP
B. Confidentiality	CFR	§300.568. Opportunity for a hearing	615	NC	UP
B. Confidentiality	CFR	§300.569. Result of hearing	615	NC	UP
B. Confidentiality	CFR	§300.570. Hearing procedures	615	NC	UP
B.	CFR	§300.571. Consent		NC	UP

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
Confidentiality					
B. Confidentiality	CFR	§300.572. Safeguards		NC	VR
B. Confidentiality	CFR	§300.573. Destruction of information		NC	VR
B. Confidentiality	CFR	§300.574. Children's rights		NC	VR
B. Confidentiality	CFR	Part 99		NC	VR
C. Procedural Safeguards	CFR	§300.504. Procedural safeguards notice	615	<p>SEC. 615. PROCEDURAL SAFEGUARDS.</p> <p>(a) ESTABLISHMENT OF PROCEDURES.--Any State educational agency, State agency, or local educational agency that receives assistance under this part shall establish and maintain procedures in accordance with this section to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education by such agencies.</p> <p>(b) TYPES OF PROCEDURES.--The procedures required by this section shall include the following:</p> <p>(1) An opportunity for the parents of a child with a disability to examine all records relating to such child and to participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of a free appropriate public education to such child, and to obtain an independent educational evaluation of the child.</p> <p>(2) (A) Procedures to protect the rights of the child whenever the parents of the child are not known, the agency cannot, after reasonable efforts, locate the parents, or the child is a ward of the State, including the assignment of an individual to act as a surrogate for the parents, which surrogate shall not be an employee of the State educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of--</p> <p>(i) <u>a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph; and</u></p> <p>(ii) <u>an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)), the local educational agency shall appoint a surrogate in accordance with this paragraph.</u></p> <p>(B) <u>The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.</u></p> <p>(3) Written prior notice to the parents of the child, in accordance with subsection (c)(1), whenever the local educational agency--</p>	

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(A) proposes to initiate or change; or</p> <p>(B) refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to the child.</p> <p>(4) Procedures designed to ensure that the notice required by paragraph (3) is in the native language of the parents, unless it clearly is not feasible to do so.</p> <p>(5) An opportunity for mediation, in accordance with subsection (e).</p> <p>(6) An opportunity for any party to present a complaint--</p> <p>(A) with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child; and</p> <p><u>(B) which sets forth an alleged violation that occurred not more than 2 years before the date the parent or public agency knew or should have known about the alleged action that forms the basis of the complaint, or, if the State has an explicit time limitation for presenting such a complaint under this part, in such time as the State law allows, except that the exceptions to the timeline described in subsection (f)(3)(D) shall apply to the timeline described in this subparagraph.</u></p> <p>(7) (A) Procedures that require either party, or the attorney representing a party, to provide due process complaint notice in accordance with subsection (c)(2) (which shall remain confidential)--</p> <p>(i) to the other party, in the complaint filed under paragraph (6), and forward a copy of such notice to the State educational agency; and</p> <p>(ii) that shall include--</p> <p>(I) the name of the child, the address of the residence of the child (or available contact information in the case of a homeless child), and the name of the school the child is attending;</p> <p><u>(II) in the case of a homeless child or youth (within the meaning of section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), available contact information for the child and the name of the school the child is attending;</u></p> <p>(III) a description of the nature of the problem of the child relating to such proposed initiation or change, including facts relating to such problem; and</p> <p>(IV) a proposed resolution of the problem to the extent known and available to the party at the time.</p>	




Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				(B) <u>A requirement that a party may not have a due process hearing until the party, or the attorney representing the party, files a notice that meets the requirements of subparagraph (A)(i).</u>	VT
D. Notice	TAC	§89.1015. Time Line for All Notices		NC	VT
D. Notice	CFR	§300.503. Prior notice by the [charter holder]; content of notice		NC	VT
D. Notice	CFR	§300.345. Parent participation		NC	VT
D. Notice	TEC	§26.0081. Right to Information Concerning Special Education		NC	VT
D. Notice	TAC	§89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	VT
E. Consent	CFR	§300.500. General responsibility of public agencies; definitions	614	<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) REQUEST FOR INITIAL EVALUATION.--<u>Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</u></p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(I) <u>to determine whether a child is a child with a disability (as defined in section 602) within 60 days of receiving parental consent for the evaluation, or, if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</u></p> <p>(II) to determine the educational needs of such child.</p>	VT


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				<p>(ii) EXCEPTION --The relevant timeframe in clause (i)(I) shall not apply to a local educational agency if--</p> <p>(I) a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(I) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</p> <p>(II) the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</p>	
E. Consent	CFR	§300.505. Parental consent		<p>(D) PARENTAL CONSENT.--</p> <p>(i) IN GENERAL--</p> <p>(I) CONSENT FOR INITIAL EVALUATION.--The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</p> <p>(II) CONSENT FOR SERVICES.--An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</p> <p>(ii) ABSENCE OF CONSENT--</p> <p>(I) FOR INITIAL EVALUATION.--If the parent of such child does not provide consent for an initial evaluation under clause (i)(I), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by</p>	

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				<p><u>utilizing the procedures described in section 615, except to the extent inconsistent with State law relating to such parental consent.</u></p> <p>(II) <u>FOR SERVICES.</u> --If the parent of such child <u>refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</u></p> <p>(III) <u>EFFECT ON AGENCY OBLIGATIONS.</u> --If the parent of such child <u>refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</u></p> <p>(iii) <u>CONSENT FOR WARDS OF THE STATE.--</u></p> <p>(i) <u>IN GENERAL.</u> --If the child is a ward of the State and is not residing with the child's parent, <u>the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 802) of the child for an initial evaluation to determine whether the child is a child with a disability.</u></p> <p>(ii) <u>EXCEPTION.</u> --The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) <u>despite reasonable efforts to do so, the agency cannot discover the whereabouts of the parent of the child;</u></p> <p>(bb) <u>the rights of the parents of the child have been terminated in accordance with State law; or</u></p> <p>(cc) <u>the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the</u></p>	<p>MS</p>

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				judge to represent the child.	NB
E. Consent	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		(E) <u>RULE OF CONSTRUCTION</u> --The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.	W
F. Evaluation	TAC	§89.1011. Referral for Full and Individual Initial Evaluation	614	NC	W
F. Evaluation	TEC	§29.004. Full Individual and Initial Evaluation		NC	W
F. Evaluation	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		NC	W
F. Evaluation	CFR	§300.531. Initial evaluation		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) REQUEST FOR INITIAL EVALUATION.--Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(I) to determine whether a child is a child with a disability (as defined in section 602) within 60 days of receiving parental consent for the evaluation, or, if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</p> <p>(II) to determine the educational needs of such child.</p>	W

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(ii) <u>EXCEPTION.--The relevant timeframe in clause (i)(I) shall not apply to a local educational agency if--</u></p> <p>(I) <u>a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(I) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</u></p> <p>(II) <u>the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</u></p> <p>(D) PARENTAL CONSENT.--</p> <p>(i) IN GENERAL.--</p> <p>(I) CONSENT FOR INITIAL EVALUATION.--The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</p> <p>(II) CONSENT FOR SERVICES.--An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</p> <p>(ii) ABSENCE OF CONSENT.--</p> <p>(I) FOR INITIAL EVALUATION.--If the parent of such child does not provide consent for an initial evaluation under clause (i)(I), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by utilizing the procedures described in section 615, except to the extent inconsistent with State law</p>	








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				<p>relating to such parental consent.</p> <p>(II) FOR SERVICES--If the parent of such child refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</p> <p>(II) EFFECT ON AGENCY OBLIGATIONS--If the parent of such child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</p> <p>(aa) the local educational agency shall not be considered to be in violation of the requirement to make available a free appropriate public education to the child for the failure to provide such child with the special education and related services for which the local educational agency requests such consent, and</p> <p>(bb) the local educational agency shall not be required to convene an IEP meeting or develop an IEP under this section for the child for the special education and related services for which the local educational agency requests such consent.</p> <p>(iii) CONSENT FOR WARDS OF THE STATE--</p> <p>(I) IN GENERAL--If the child is a ward of the State and is not residing with the child's parent, the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 602) of the child for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(II) EXCEPTION--The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) despite reasonable efforts to do so, the agency cannot discover the</p>	

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				<p><u>whereabouts of the parent of the child;</u></p> <p>(bb) <u>the rights of the parents of the child have been terminated in accordance with State law; or</u></p> <p>(cc) <u>the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.</u></p> <p>(E) RULE OF CONSTRUCTION.--The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.</p> <p>(2) REEVALUATIONS.--</p> <p>(A) IN GENERAL.--A local educational agency shall ensure that a reevaluation of each child with a disability is conducted in accordance with subsections (b) and (c)--</p> <p>(i) if the local educational agency determines that the educational or related services needs, <u>including improved academic achievement and functional performance,</u> of the child warrant a reevaluation; or</p> <p>(ii) if the child's parents or teacher requests a reevaluation.</p> <p>(B) LIMITATION.--<u>A reevaluation conducted under subparagraph (A) shall occur--</u></p> <p>(i) <u>not more frequently than once a year, unless the parent and the local educational agency agree otherwise; and</u></p> <p>(ii) <u>at least once every 3 years, unless the parent and the local educational agency agree that a reevaluation is unnecessary.</u></p>	
F. Evaluation	CFR	§300.532. Evaluation procedures		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>...</p> <p>(b) EVALUATION PROCEDURES. --</p> <p>...</p> <p>(3) ADDITIONAL REQUIREMENTS. --Each local educational agency shall ensure that--</p> <p>(A) assessments and other evaluation materials used to assess a child under this section--</p> <p>(i) are selected and administered so as not to be discriminatory on a racial or cultural basis;</p>	

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<ul style="list-style-type: none"> (ii) are provided and administered in the language and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer; (iii) are used for purposes for which the assessments or measures are valid and reliable; (iv) are administered by trained and knowledgeable personnel; and (v) are administered in accordance with any instructions provided by the producer of such assessments; <p>(B) the child is assessed in all areas of suspected disability;</p> <p>(C) <i>assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided; and</i></p> <p>(D) <u>assessments of children with disabilities who transfer from 1 school district to another school district in the same academic year are coordinated with such children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.</u></p>	MT
F. Evaluation	CFR	§300.533. Determination of needed evaluation data		NC	IA
F. Evaluation	TAC	§89.1040. Eligibility Criteria		Will need to amend to reflect LD changes (see below)	PT
F. Evaluation	CFR	§300.534. Determination of eligibility		NC	IB
F. Evaluation	CFR	§300.535. Procedures for determining eligibility and placement		See above and below	MT
F. Evaluation	CFR	§300.536. Reevaluation		<p>(c) ADDITIONAL REQUIREMENTS FOR EVALUATION AND REEVALUATIONS.--</p> <p>(5) EVALUATIONS BEFORE CHANGE IN ELIGIBILITY.--</p> <p>(A) IN GENERAL.--Except as provided in subparagraph (B), a local educational agency shall evaluate a child with a disability in accordance with this section before determining that the child is no longer a child with a disability.</p> <p>(B) EXCEPTION.--</p> <p>(i) IN GENERAL.--<u>The evaluation described in subparagraph (A) shall not be required before the termination of a child's eligibility under this part due to graduation from secondary school with a</u></p>	IB

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				<p><u>regular diploma, or due to exceeding the age eligibility for a free appropriate public education under State law.</u></p> <p>(ii) SUMMARY OF PERFORMANCE - <u>-For a child whose eligibility under this part terminates under circumstances described in clause (i), a local educational agency shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.</u></p>	WR
F. Evaluation	CFR	§300.540. Additional team members		NC	WR
F. Evaluation	CFR	§300.541. Criteria for determining the existence of a specific learning disability		<p>(b) EVALUATION PROCEDURES --</p> <p>(B) SPECIFIC LEARNING DISABILITIES --</p> <p>(A) IN GENERAL --<u>Notwithstanding section 607(b), when determining whether a child has a specific learning disability as defined in section 802, a local educational agency shall not be required to take into consideration whether a child has a severe discrepancy between achievement and intellectual ability in oral expression, listening comprehension, written expression, basic reading skill, reading comprehension, mathematical calculation, or mathematical reasoning.</u></p> <p>(B) ADDITIONAL AUTHORITY --<u>In determining whether a child has a specific learning disability, a local educational agency may use a process that determines if the child responds to scientific, research-based intervention as a part of the evaluation procedures described in paragraphs (2) and (3).</u></p>	WR
F. Evaluation	CFR	§300.542. Observation		NC	WR
F. Evaluation	CFR	§300.543. Written report		NC	WR
G. Development...	TAC	§89.1050(a). [ARD committee]		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(f) ALTERNATIVE MEANS OF MEETING PARTICIPATION --<u>When conducting IEP team meetings and placement meetings pursuant to this section, section 615(e), and section 615(f)(1)(B), and carrying out administrative matters under section 615 (such as scheduling, exchange of witness lists, and status conferences), the parent of a child with a disability and a local educational agency may agree to use alternative means of meeting participation, such as video conferences and conference calls.</u></p>	WR
G. Development...	TAC	§89.1050(d). [30-day timeline]		NC	WR

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
G. Development...	TAC	§89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	VB
G. Development...	CFR	§300.342. When IEPs must be in effect	614(d)(2)(A)	NC	VB
G. Development...	TAC	§89.1050(b). [IFSP/IEP]		NC	VB
G. Development...	TAC	§89.1050(f). For a student who is new to a [charter school]:		NC	VB
G. Development...	CFR	§300.121. Free appropriate public education (FAPE)		<p>SEC. 612. STATE ELIGIBILITY.</p> <p>(C) <u>STATE FLEXIBILITY</u> --A State that provides early intervention services in accordance with part C to a child who is eligible for services under section 619, is not required to provide such child with a free appropriate public education.</p> <p>SEC. 612. STATE ELIGIBILITY.</p> <p>(16) PARTICIPATION IN ASSESSMENTS --</p> <p>(A) IN GENERAL --All children with disabilities are included in all general State and districtwide assessment programs, <u>including assessments described under section 1111 of the Elementary and Secondary Education Act of 1965</u>, with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs.</p> <p>(B) ACCOMMODATION GUIDELINES --The State (or, in the case of a districtwide assessment, the local educational agency) has developed guidelines for the provision of appropriate accommodations.</p> <p>(C) <u>ALTERNATE ASSESSMENTS</u> --</p> <p>(i) <u>IN GENERAL</u> --The State (or, in the case of a districtwide assessment, the local educational agency) has developed and implemented guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments under subparagraph (A) with accommodations as indicated in their respective individualized education programs.</p> <p>(ii) REQUIREMENTS FOR ALTERNATE ASSESSMENTS -- <u>The guidelines under clause (i) shall provide for alternate assessments that--</u></p> <p>(i) <u>are aligned with the State's challenging academic content standards and challenging</u></p>	VB




Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>student academic achievement standards; and</u></p> <p>(II) <u>if the State has adopted alternate academic achievement standards permitted under the regulations promulgated to carry out section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, measure the achievement of children with disabilities against those standards.</u></p> <p>(iii) <u>CONDUCT OF ALTERNATE ASSESSMENTS -- The State conducts the alternate assessments described in this subparagraph.</u></p>	
G. Development...	CFR	§300.343. IEP meetings	613(a)(1) 614(d)(2)(A)	NC	
G. Development...	CFR	§300.344. IEP team	614(d)(1)(7)(A)	See below	
G. Development...	TAC	§89.1050(c). [Teacher member requirements]		NC	
G. Development...	CFR	§300.345. Parent participation		See below	
G. Development...	CFR	§300.346. Development, review, and revision of IEP		(iv) <u>the academic, developmental, and functional needs of the child.</u>	
G. Development...	CFR	§300.347. Content of IEP		<p>VII) <u>beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u></p> <p>(aa) <u>appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills.</u></p> <p>(bb) <u>the transition services (including courses of study) needed to assist the child in reaching those goals;</u></p> <p>add this to Transfer of rights:</p> <p>(cc) <u>beginning not later than 1 year before the child reaches the age of majority under State law, a statement that the child has been informed of the</u></p>	

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<u>child's rights under this title, if any, that will transfer to the child on reaching the age of majority under section 615(m).</u>	MS
G. Development...	TAC	§89.1055. Content of the Individualized Education Program (IEP)		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(d) INDIVIDUALIZED EDUCATION PROGRAMS--</p> <p>(D) AGREEMENT--In making changes to a child's IEP after the annual IEP meeting for a school year, the parent of a child with a disability and the local educational agency may agree <u>not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend or modify the child's current IEP.</u></p> <p>(E) CONSOLIDATION OF IEP TEAM MEETINGS--To the extent possible, the local educational agency shall encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.</p> <p>(F) AMENDMENTS--Changes to the IEP may be made either by the entire IEP Team or, as provided in subparagraph (D), by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.</p>	MS
G. Development...	TAC	§89.1050(e). [The report]		NC	MS
G. Development...	CFR	§300.348. Agency responsibilities for transition services		NC	MS
G. Development...	CFR	§300.350. IEP accountability		NC	MS
G. Development...	CFR	§300.309. Extended school year services		NC	MS
G. Development...	TAC	§89.1065. Extended School Year Services (ESY Services)		NC	MS
G. Development...	TAC	§89.1050(g). [Discipline]		See below (K)	MS
G. Development...	TAC	§89.1050(h). [Disagreements]		NC	MS
G. Development...	TEC	§37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out		NC	MS




Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
G. Development...	TAC	§89.1053. Procedures for Use of Restraint and Time-Out		NC	JP
G. Development...	TAC	§89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities	612	<p>(A) CHILDREN ENROLLED IN PRIVATE SCHOOLS BY THEIR PARENTS.--</p> <p>(i) IN GENERAL.--To the extent consistent with the number and location of children with disabilities in the State who are enrolled by their parents in private elementary schools and secondary schools in the school district served by a local educational agency, provision is made for the participation of those children in the program assisted or carried out under this part by providing for such children special education and related services in accordance with the following requirements, unless the Secretary has arranged for services to those children under subsection (f):</p> <p>(l) Amounts to be expended for the provision of those services (including direct services to parentally placed private school children) by the local educational agency shall be equal to a proportionate amount of Federal funds made available under this part.</p> <p>(ii) <u>In calculating the proportionate amount of Federal funds, the local educational agency, after timely and meaningful consultation with representatives of private schools as described in clause (iii), shall conduct a thorough and complete child find process to determine the number of parentally placed children with disabilities attending private schools located in the local educational agency.</u></p> <p>(iii) Such services to parentally placed private school children with disabilities may be provided to the children on the premises of private, including religious, schools, to the extent consistent with law.</p> <p>(iv) <u>State and local funds may supplement and in no case shall supplant the proportionate amount of Federal funds required to be expended under this subparagraph.</u></p> <p>(v) <u>Each local educational agency shall maintain in its records and provide to the State educational agency the number of children evaluated under this subparagraph, the number of children determined to be children with disabilities under this paragraph, and the number</u></p>	JP

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>of children served under this paragraph.</p> <p>(ii) CHILD FIND REQUIREMENT --</p> <p>(I) IN GENERAL.--The requirements of paragraph (3) (relating to child find) shall apply with respect to children with disabilities in the State who are enrolled in private, including religious, elementary schools and secondary schools.</p> <p>(II) EQUITABLE PARTICIPATION.--The child find process shall be <u>designed to ensure the equitable participation of parentally placed private school children with disabilities and an accurate count of such children.</u></p> <p>(III) ACTIVITIES --In carrying out <u>this clause, the local educational agency, or where applicable, the State educational agency, shall undertake activities similar to those activities undertaken for the agency's public school children.</u></p> <p>(IV) COST.--The cost of carrying out this clause, including individual evaluations, may not be considered in <u>determining whether a local educational agency has met its obligations under clause (i).</u></p> <p>(V) COMPLETION PERIOD.--Such child find process shall <u>be completed in a time period comparable to that for other students attending public schools in the local educational agency.</u></p> <p>(iii) CONSULTATION. --To ensure timely and meaningful consultation, a local educational agency, or where appropriate, a State educational agency, shall consult with private school representatives and representatives of parents of parentally placed private school children with disabilities during the design and development of special education and related services for the children, including regarding--</p> <p>(I) <u>the child find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process;</u></p> <p>(II) <u>the determination of the proportionate amount of Federal funds available to serve parentally placed private school children with disabilities under this subparagraph, including the</u></p>	VB

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				<p><u>determination of how the amount was calculated;</u></p> <p>(III) <u>the consultation process among the local educational agency, private school officials, and representatives of parents of parentally placed private school children with disabilities, including how such process will operate throughout the school year to ensure that parentally placed private school children with disabilities identified through the child find process can meaningfully participate in special education and related services;</u></p> <p>(IV) <u>how, where, and by whom special education and related services will be provided for parentally placed private school children with disabilities, including a discussion of types of services, including direct services and alternate service delivery mechanisms, how such services will be apportioned if funds are insufficient to serve all children, and how and when these decisions will be made, and</u></p> <p>(V) <u>how, if the local educational agency disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the local educational agency shall provide to the private school officials a written explanation of the reasons why the local educational agency chose not to provide services directly or through a contract.</u></p> <p>(iv) <u>WRITTEN AFFIRMATION --When timely and meaningful consultation as required by clause (iii) has occurred, the local educational agency shall obtain a written affirmation signed by the representatives of participating private schools, and if such representatives do not provide such affirmation within a reasonable period of time, the local educational agency shall forward the documentation of the consultation process to the State educational agency.</u></p> <p>(v) <u>COMPLIANCE --</u></p> <p>(i) <u>IN GENERAL --A private school official shall have the right to submit a complaint to the State educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private</u></p>	<p>VP</p>

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				<p><u>school official.</u></p> <p>(II) <u>PROCEDURE</u> --If the private school official wishes to submit a complaint, the official shall provide the basis of the noncompliance with this subparagraph by the local educational agency to the State educational agency, and the local educational agency shall forward the appropriate documentation to the State educational agency. If the private school official is dissatisfied with the decision of the State educational agency, such official may submit a complaint to the Secretary by providing the basis of the noncompliance with this subparagraph by the local educational agency to the Secretary, and the State educational agency shall forward the appropriate documentation to the Secretary.</p> <p>(vi) <u>PROVISION OF EQUITABLE SERVICES</u> --</p> <p>(I) <u>DIRECTLY OR THROUGH CONTRACTS</u> --The provision of services pursuant to this subparagraph shall be provided--</p> <p>(aa) <u>by employees of a public agency, or</u></p> <p>(bb) <u>through contract by the public agency with an individual, association, agency, organization, or other entity.</u></p> <p>(II) <u>SECULAR, NEUTRAL, NONIDEOLOGICAL</u> -- Special education and related services provided to parentally placed private school children with disabilities, including materials and equipment, shall be secular, neutral, and nonideological.</p> <p>(vii) <u>PUBLIC CONTROL OF FUNDS</u> -- The control of funds used to provide special education and related services under this subparagraph, and title to materials, equipment, and property purchased with those funds, shall be in a public agency for the uses and purposes provided in this title, and a public agency shall administer the funds and property.</p>	
H. (LRE) Placement	CFR	§300.550. General LRE requirements	612	No substantive change (NC)	
H. (LRE) Placement	CFR	§300.551. Continuum of alternative placements		NC	

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
H. (LRE) Placement	TAC	§89.63 Instructional Arrangements and Settings		NC	IR
H. (LRE) Placement	CFR	§300.552. Placements		NC	10
H. (LRE) Placement	CFR	Nonacademic settings		NC	11
I. Transition Planning	CFR	§300.29. Transition services	602	(34) TRANSITION SERVICES --The term 'transition services' means a coordinated set of activities for a child with a disability that-- <u>(1) (A) is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;</u>	13
I. Transition Planning	CFR	§300.345. Parent participation	614	<u>(d) (1) (A) (VII) beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u> <u>(aa) appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills;</u> <u>(bb) the transition services (including courses of study) needed to assist the child in reaching those goals; and</u> <u>(cc)[no change]</u> <u>corresponding changes in:</u> §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings. §26.0081. Right to Information Concerning Special Education and Education of Students with Learning Difficulties.	15
I. Transition Planning	CFR	§300.344. IEP team	614	(C) IEP TEAM ATTENDANCE.-- <u>(i) ATTENDANCE NOT NECESSARY.--A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a child with a disability and the local educational agency agree that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.</u> <u>(ii) EXCUSAL.--A member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if--</u> <u>(1) the parent and the local educational agency</u>	17

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				<p>consent to the excusal, and</p> <p>(i) the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.</p> <p>(ii) WRITTEN AGREEMENT AND CONSENT REQUIRED. --A parent's agreement under clause (i) and consent under clause (ii) shall be in writing.</p> <p>Corresponding changes in: §89.1050. The Admission, Review, and Dismissal (ARD) Committee. §29.005. Individualized Education Program.</p>	
I. Transition Planning	CFR	§300.348. Agency responsibilities for transition services		See above	
I. Transition Planning	TAC	§89.1055 (g). Content of the Individualized Education Program (IEP)	614	<p>(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS.--</p> <p>(i) IN GENERAL.--</p> <p>(I) TRANSFER WITHIN THE SAME STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</p> <p>(II) TRANSFER OUTSIDE STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops a new IEP, if appropriate, that is consistent with Federal and State law.</p> <p>(ii) TRANSMITTAL OF RECORDS.--To facilitate the transition for a child described in clause (i)--</p> <p>(I) the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</p> <p>(II) the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</p> <p>(3) DEVELOPMENT OF IEP.--</p> <p>(A) IN GENERAL.--In developing each child's IEP, the IEP Team, subject to subparagraph (C), shall consider--</p>	

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				<p>(A) <u>IN GENERAL</u>.--For any special education teacher, the term 'highly qualified' has the meaning given the term in section 9101 of the Elementary and Secondary Education Act of 1965, except that such term also--</p> <p>(i) <u>includes the requirements described in subparagraph (B); and</u></p> <p>(ii) <u>includes the option for teachers to meet the requirements of section 9101 of such Act by meeting the requirements of subparagraph (C) or (D).</u></p> <p>(B) <u>REQUIREMENTS FOR SPECIAL EDUCATION TEACHERS</u>.--When used with respect to any public elementary school or secondary school special education teacher teaching in a State, such term means that--</p> <p>(i) <u>the teacher has obtained full State certification as a special education teacher (including certification obtained through alternative routes to certification), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law;</u></p> <p>(ii) <u>the teacher has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and</u></p> <p>(iii) <u>the teacher holds at least a bachelor's degree.</u></p> <p>(C) <u>SPECIAL EDUCATION TEACHERS TEACHING TO ALTERNATE ACHIEVEMENT STANDARDS</u>.--When used with respect to a special education teacher who teaches core academic subjects exclusively to children who are assessed against alternate achievement standards established under the regulations promulgated under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, such term means the teacher, whether new or not new to the profession, may either--</p> <p>(i) <u>meet the applicable requirements of section 9101 of such Act for any elementary, middle, or secondary school teacher who is new or not new to the profession; or</u></p> <p>(ii) <u>meet the requirements of subparagraph (B) or (C) of section 9101(23) of such Act as applied to an elementary school teacher, or, in the case of instruction above the elementary level, has subject matter knowledge appropriate to the level of instruction being provided, as determined by the State, needed to effectively teach to those standards.</u></p> <p>(D) <u>SPECIAL EDUCATION TEACHERS TEACHING MULTIPLE SUBJECTS</u>.--When used with respect to a special education teacher who teaches 2 or more core academic subjects exclusively to children with disabilities, such term means that the teacher may either--</p> <p>(i) <u>meet the applicable requirements of section 9101 of the Elementary and Secondary Education Act of 1965 for any</u></p>	<p>MS</p>

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				<p><u>elementary, middle, or secondary school teacher who is new or not new to the profession.</u></p> <p>(ii) <u>in the case of a teacher who is not new to the profession, demonstrate competence in all the core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher who is not new to the profession under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects; or</u></p> <p>(iii) <u>in the case of a new special education teacher who teaches multiple subjects and who is highly qualified in mathematics, language arts, or science, demonstrate competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects, not later than 2 years after the date of employment.</u></p> <p>(E) <u>RULE OF CONSTRUCTION.--Notwithstanding any other individual right of action that a parent or student may maintain under this part, nothing in this section or part shall be construed to create a right of action on behalf of an individual student or class of students for the failure of a particular State educational agency or local educational agency employee to be highly qualified.</u></p> <p>(F) <u>DEFINITION FOR PURPOSES OF THE ESEA.--A teacher who is highly qualified under this paragraph shall be considered highly qualified for purposes of the Elementary and Secondary Education Act of 1965.</u></p>	LD
J. Certified Personnel	CFR	§300.26. Special education	602	[New requirement that each special education teacher meet the definition of "highly qualified" [in 20 U.S.C. 1401(10)] by the deadline established in 1119(a)(2) [by the end of the 2005-2006 school year]. (see above)]	LB
K. Services to Expelled Students	CFR	§300.121(d). Free appropriate public education (FAPE)	615	NC	LB
K. Services to Expelled Students	CFR	§300.522. Determination of setting	615	<p>(k) <u>PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</u></p> <p>(2) <u>DETERMINATION OF SETTING.--The interim alternative educational setting in subparagraphs (C) and (G) of paragraph (1) shall be determined by the IEP Team.</u></p>	LR
K. Services to Expelled Students	TEC	§37.004. Placement of Students with Disabilities	615	<p>(k) <u>PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</u></p> <p>(1) <u>AUTHORITY OF SCHOOL PERSONNEL.--</u></p> <p>(A) <u>CASE-BY-CASE DETERMINATION -- School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student</u></p>	LB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>conduct.</u></p> <p>(B) AUTHORITY --School personnel under this subsection may remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days (to the extent such alternatives are applied to children without disabilities).</p> <p>(C) ADDITIONAL AUTHORITY --If school personnel seek to order a change in <u>placement that would exceed 10 school days and the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to subparagraph (E), the relevant disciplinary procedures applicable to children without disabilities may be applied to the child in the same manner and for the same duration in which the procedures would be applied to children without disabilities, except as provided in section 612(a)(1) although it may be provided in an interim alternative educational setting.</u></p> <p>(D) SERVICES --A child with a disability who is removed from the child's current placement under subparagraph (G) (irrespective of whether the behavior is determined to be a manifestation of the child's disability) or subparagraph (C) shall--</p> <p>(i) <u>continue to receive educational services, as provided in section 612(a)(1), so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and</u></p> <p>(ii) <u>receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.</u></p> <p>(E) MANIFESTATION DETERMINATION --</p> <p>(i) IN GENERAL --Except as provided in subparagraph (B), within 10 school days of any decision to <u>change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine--</u></p> <p>(i) <u>if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or</u></p> <p>(ii) <u>if the conduct in question was</u></p>	<p>WB</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>the direct result of the local educational agency's failure to implement the IEP.</u></p> <p>(ii) <u>MANIFESTATION</u> --If the local educational agency, the parent, and relevant members of the IEP Team determine that either subclause (I) or (II) of clause (i) is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.</p> <p>(F) <u>DETERMINATION THAT BEHAVIOR WAS A MANIFESTATION</u> --If the local educational agency, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall--</p> <p>(i) <u>conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the local educational agency had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement described in subparagraph (C) or (G).</u></p> <p>(ii) <u>in the situation where a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and</u></p> <p>(iii) <u>except as provided in subparagraph (G), return the child to the placement from which the child was removed, unless the parent and the local educational agency agree to a change of placement as part of the modification of the behavioral intervention plan.</u></p> <p>(G) <u>SPECIAL CIRCUMSTANCES</u> --School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, in cases where a child--</p> <p>(i) <u>carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a State or local educational agency;</u></p> <p>(ii) <u>knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or</u></p> <p>(iii) <u>has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.</u></p> <p>(H) <u>NOTIFICATION</u> --Not later than the date</p>	

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>on which the decision to take disciplinary action is made, the local educational agency shall notify the parents of that decision, and of all procedural safeguards accorded under this section.</u></p> <p>(3) APPEAL.--</p> <p>(A) IN GENERAL.--The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination under this subsection, <u>or a local educational agency that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request a hearing.</u></p> <p>(B) AUTHORITY OF HEARING OFFICER.--</p> <p>(i) IN GENERAL.--A hearing officer shall hear, and make a determination regarding, an appeal requested under subparagraph (A).</p> <p>(ii) CHANGE OF PLACEMENT ORDER.--In making the determination under clause (i), the hearing officer may order a change <u>in placement of a child with a disability. In such situations, the hearing officer may--</u></p> <p>(I) <u>return a child with a disability to the placement from which the child was removed; or</u></p> <p>(II) <u>order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.</u></p> <p>(4) PLACEMENT DURING APPEALS.--When an appeal under paragraph (3) has been requested by either the parent or the local educational agency--</p> <p>(A) the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in paragraph (1)(C), whichever occurs first, unless the parent and the State or local educational agency agree otherwise; and</p> <p>(B) <u>the State or local educational agency shall arrange for an expedited hearing, which shall occur within 20 school days of the date the hearing is requested and shall result in a determination within 10 school days after the hearing.</u></p>	<p>VP</p>
L. Allowable Expenditures of State Special Education Funds	TAC	§89.1125. Allowable Expenditures of State Special Education Funds	613	<p>(4) PERMISSIVE USE OF FUNDS.--</p> <p>(A) USES.--Notwithstanding paragraph (2)(A) or section 812(a)(17)(B) (relating to commingled funds), funds provided to the local educational agency under this part may be used for the following activities:</p>	<p>VP</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(i) SERVICES AND AIDS THAT ALSO BENEFIT NONDISABLED CHILDREN. --For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to a child with a disability in accordance with the individualized education program of the child, <u>even if 1 or more nondisabled children benefit from such services.</u></p> <p>(ii) EARLY INTERVENING SERVICES. --<u>To develop and implement coordinated, early intervening educational services in accordance with subsection (f).</u></p> <p>(iii) HIGH COST EDUCATION AND RELATED SERVICES. --<u>To establish and implement cost or risk sharing funds, consortia, or cooperatives for the local educational agency itself, or for local educational agencies working in a consortium of which the local educational agency is a part, to pay for high cost special education and related services.</u></p> <p>(B) ADMINISTRATIVE CASE MANAGEMENT. --A local educational agency may use funds received under this part to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the individualized education program of children with disabilities, that is needed for the implementation of such case management activities.</p> <p>(5) TREATMENT OF CHARTER SCHOOLS AND THEIR STUDENTS. --<u>In carrying out this part with respect to charter schools that are public schools of the local educational agency, the local educational agency--</u></p> <p>(A) <u>serves children with disabilities attending those charter schools in the same manner as the local educational agency serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school to the same extent to which the local educational agency has a policy or practice of providing such services on the site to its other public schools; and</u></p> <p>(B) <u>provides funds under this part to those charter schools--</u></p> <p>(i) <u>on the same basis as the local educational agency provides funds to the local educational agency's other public schools, including proportional distribution based on relative enrollment of children with disabilities; and</u></p> <p>(ii) <u>at the same time as the agency distributes other Federal funds to the agency's other public schools, consistent with the State's charter school law.</u></p>	<p>WB</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
L. Allowable Expenditures of State Special Education Funds	TAC	§105.11. Maximum Allowable Indirect Cost	613	<p>(C) ADJUSTMENT TO LOCAL FISCAL EFFORT IN CERTAIN FISCAL YEARS. -</p> <p>(i) AMOUNTS IN EXCESS. - <u>Notwithstanding clauses (ii) and (iii) of subparagraph (A), for any fiscal year for which the allocation received by a local educational agency under section 611(f) exceeds the amount the local educational agency received for the previous fiscal year, the local educational agency may reduce the level of expenditures otherwise required by subparagraph (A)(iii) by not more than 50 percent of the amount of such excess.</u></p> <p>(ii) USE OF AMOUNTS TO CARRY OUT ACTIVITIES UNDER ESEA. - <u>If a local educational agency exercises the authority under clause (i), the agency shall use an amount of local funds equal to the reduction in expenditures under clause (i) to carry out activities authorized under the Elementary and Secondary Education Act of 1965.</u></p> <p>(iii) STATE PROHIBITION. - <u>Notwithstanding clause (i), if a State educational agency determines that a local educational agency is unable to establish and maintain programs of free appropriate public education that meet the requirements of subsection (a) or the State educational agency has taken action against the local educational agency under section 616, the State educational agency shall prohibit the local educational agency from reducing the level of expenditures under clause (i) for that fiscal year.</u></p> <p>(iv) SPECIAL RULE. - <u>The amount of funds expended by a local educational agency under subsection (f) shall count toward the maximum amount of expenditures such local educational agency may reduce under clause (i).</u></p> <p>(i) EARLY INTERVENING SERVICES. -</p> <p>(1) IN GENERAL. - <u>A local educational agency may not use more than 15 percent of the amount such agency receives under this part for any fiscal year, less any amount reduced by the agency pursuant to subsection (a)(2)(C), if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.</u></p> <p>(2) ACTIVITIES. - <u>In implementing coordinated,</u></p>	B

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>early intervening services under this subsection, a local educational agency may carry out activities that include--</u></p> <p>(A) <u>professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and</u></p> <p>(B) <u>providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.</u></p> <p>(3) CONSTRUCTION. <u>--Nothing in this subsection shall be construed to limit or create a right to a free appropriate public education under this part.</u></p> <p>(4) REPORTING. <u>--Each local educational agency that develops and maintains coordinated, early intervening services under this subsection shall annually report to the State educational agency on--</u></p> <p>(A) <u>the number of students served under this subsection; and</u></p> <p>(B) <u>the number of students served under this subsection who subsequently receive special education and related services under this title during the preceding 2-year period.</u></p>	<p>IR</p>

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION

For the period May 12, 2000 to the present

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

Transaction 3.

DATE _____

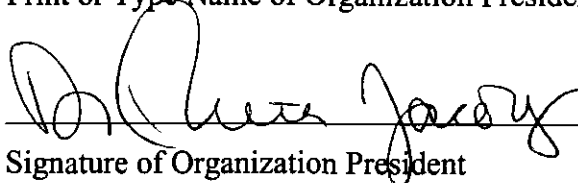
AMOUNT _____

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

DR. RUTH JACOBY 9-8-05

Print or Type Name of Organization President Date

 9-8-05

Signature of Organization President Date

Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Yes
 No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

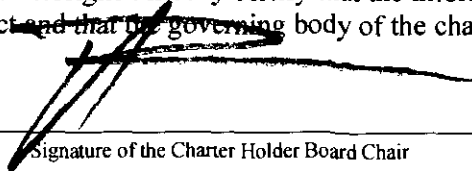
Yes
 No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

Yes
 No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.



Signature of the Charter Holder Board Chair



Date

Somerset Academy, Inc.
Official Name of Charter Holder

FEI No./Taxpayer ID

Brooks Academy of Science and Engineering (B.A.S.E).
Charter School Name TEXAS EDUCATION AGENCY

County-District No.

Division of Planning and Grant Reporting

General Application of Assurances for Federal Programs Administered by the U.S. Department of Education

Authority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Planning and Grant Reporting at (512) 463-7004.

Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)		
Somerset Academy Inc	9-8-05	305-669-2906 305-829-2106 954-584-5528	D. Ruth Jacoby		
Typed Title of Authorized Official of Charter Holder					
DR. RUTH JACOBY					
Address of Charter Holder	City		State	Zip Code	
110 Cynthia A. Hanson Brooks City BASE FOUNDATION 7030 Challenger Dr B-1156 San Antonio, Texas 78235	San Antonio		TEXAS	78235	

Return original to:

Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress
Austin, Texas 78701

ASSURANCES

The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

Assurance is hereby given that:

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f * of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

AND

In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including —
 - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

* Section 1232f, United States Code, Title 20, Education

RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.

2006 BASE Enrollment
Brooks Academy of Science and Engineering (BASE)
Charter School
San Antonio, TX 78235

Enrollment Form
Student Information:

Last Name: _____ First Name: _____ Middle:

Nickname: _____ SSN: _____ Sex: M or
F

Birth Date: _____ Age as of September 1, 2006: _____ Birthplace:

Ethnicity:(circle one) Native American Asian/Pacific
Islander
African American Hispanic
White

Home Address: _____

City: _____ State: _____ Zip:

Home Phone: _____ Email: _____

Parent/Guardian Information

Full Name: _____ Relationship: _____ Home
Phone: _____

Home Address: _____ Work Phone: _____

Work Place: _____ Birthplace: _____ Ethnicity: _____ Speaks
English: Y / N

Full Name: _____ Relationship: _____ Home
Phone: _____

Home Address: _____ Work Phone: _____

Work Place: _____ Birthplace: _____ Ethnicity: _____ Speaks
English: Y / N

Full Name: _____ Relationship: _____ Home
Phone: _____

Home Address: _____ Work Phone: _____

Work Place: _____ Birthplace: _____ Ethnicity: _____ Speaks
English: Y / N

Emergency Phone Numbers (other than parents)

Name: _____ Phone: _____ Relation: _____

Name: _____ Phone: _____ Relation: _____

2006 BASE Enrollment

Special Pick-up
Instructions: _____

New Student Information

Student Name: _____ Grade _____

Previous School: _____

Address: _____

Special Programs: _____

II. 4

Parent/Guardian: _____

Have you done migrant work, on a temporary or seasonal basis, in a job related to agriculture, forestry or fishing? Circle: Yes or No

If yes, did your child/children travel with you when you went to work or looked for work?

Circle: Yes or No

Students are at times involved in activities that are videotaped or photographed. Sometimes the videotape or photograph is used by the media or shown to parent organizations. I give BASE charter school permission to videotape or photograph my child in classroom activities.

Circle: Yes or No

If I cannot be contacted in case of emergency, I hereby authorize the individuals listed on the BASE School emergency card to be notified at the school's discretion. BASE is committed to being a DRUG-FREE, WEAPON-FREE, VIOLENCE-FREE school. I understand that my child will receive a BASE School student handbook explaining the code of student conduct and consequences to students who violate school policy. I understand that my child will be subject to school discipline and possibly to criminal prosecution if he/she is found to have violated BASE's Code of Student Conduct, which

2006 BASE Enrollment

prohibits the use of possession, sale or distribution of illicit drugs and alcohol, possession of weapons, and involvement in any violent act on school premises or at any school activity.

Failure to sign this form does not exempt your child from compliance with the laws, policies, rules, and regulations of the state and school. All the information we ask for is required to complete the student record. Please fill out accurately and sign.

Signature of Parent/Guardian: _____ Date:

Student Registration Date: _____ Time: _____ Date Entered BASE:

II. 5

BROOKS ACADEMY OF
APPLICATION FOR ADMISSION

Submit application to PO Box 35417, San Antonio TX 78235-0417 or fax to 210-494-4189

Parent/Guardian:
Last Name: _____ First Name: _____

Relationship: Mother _____ Father _____ Other _____ (check one)

Home Phone: () _____, Mobile Phone: () _____

Other Phone: () _____

E-mail Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Please Complete For Any Students You Wish To Enroll

Student #1
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #2
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #3
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #4
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

Comments/Questions:

Are there any students not listed that may submit an application for admission at a later date?

Last Name: _____, First Name: _____

BROOKS ACADEMY OF SCIENCE AND ENGINEERING

APPLICATION FOR ADMISSION

Submit application to PO Box 35417, San Antonio TX 78235-0417 or fax to 210-494-4189

Parent/Guardian:
Last Name: _____ First Name: _____

Relationship: Mother _____ Father _____ Other _____ (check one)

Home Phone: () _____, Mobile Phone: () _____

Other Phone: () _____

E-mail Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Please Complete For Any Students You Wish To Enroll

Student #1
Last Name: _____, First Name: _____

Male/Female (circle one)

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #2
Last Name: _____, First Name: _____

Male/Female (circle one)

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #3
Last Name: _____, First Name: _____

Male/Female (circle one)

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #4
Last Name: _____, First Name: _____

Male/Female (circle one)

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

Comments/Questions:

Are there any students not listed that may submit an application for admission at a later date?

Last Name: _____, First Name: _____

BROOKS ACADEMY OF SCIENCE AND ENGINEERING UNIFORM POLICY AND DRESS CODE

The appearance of the members of the Brooks Academy family is of paramount importance to us as we believe that pride in our appearance is fundamental to good character development and success.

The Board of Trustees believes that a uniform policy will improve the learning environment at the school. The following is the uniform policy that is endorsed by the Board. Students are required to follow this policy.

Please Note that the Uniform Policy will in all respects conform to TEC § 11.162. Should there be any inconsistency between this policy and any provision in TEC § 11.162, the TEC provision will control.

Moreover, students will be provided uniforms and science aprons free of charge upon a showing that they are economically disadvantaged. In addition, exemptions from the Uniform policy will be made for students if their parent or guardian provides a written statement that, as determined by the board of trustees, states a bona fide religious or philosophical objection to wearing uniforms.

All Students

- 1) All students are required to wear straight cut, full length Khaki pants. These pants must not have cargo pockets, unusual tailoring and/or labels, may not be manufactured from jean material and must be fitted to the student correctly. Pants that are too big or too tight for the student are not acceptable and will be deemed in violation of the uniform code.
- 2) Belts must be worn at all times; these belts must be plain, black or brown leather belts and fastened securely at waist level. Pants must be worn at waist level. Loose or low pants will not be tolerated.
- 3) Shirts must be plain white polo shirts, bearing the Brooks Academy logo. Alternatively, a white button down shirt may be worn, again, bearing the school logo in the correct upper left front location. No other shirt colors or styles are permitted. All shirts must be correctly tucked into pants at all times and secured in place with the belt. A maximum of one (1) button may be left unfastened at the top of any shirt. If ties are worn with oxford shirts, all buttons must be fastened.
- 4) During cooler weather, a plain white long sleeved t-shirt may be worn underneath polo shirts. Additionally, classic cardigans or sweaters may be worn. These sweaters must be plain white or navy blue in color. Hooded sweatshirts, other

hooded tops, and any sweater with a logo or design that is not the Brooks Academy logo are not permitted.

- 5) Coats may only be worn outside of the school, no outside jackets will be worn inside of school buildings. Coats must be solid school colors only.
- 6) Shoes must be closed, solid black or brown leather shoes. Matching laces must be worn and fastened tightly at all times. No other colors or stripes/logos may be on the shoes.
- 7) Socks must be *plain conservative colors and are to be worn at mid-ankle length*.
- 8) Jewelry is limited to one (1) watch, one (1) ring, and one (1) small chain. Chains must be worn inside of shirts and are not to be visible except at the back of the neck.
- 9) All uniforms must be clean and pressed at all times; good grooming of hair, skin and fingernails is expected at all times.
- 10) Hair must not be dyed with unnatural colors, worn unusually, or maintained in unacceptable condition.
- 11) All headgear (hats, scarves, bandanas etc.) is forbidden on school property. Hair ribbons and ties must be school colors.
- 12) No buttons, tags, or labels may be worn on the school uniform unless previously approved by the administration.

Boys Uniform

In addition to the above, boys may not:

- Wear earrings (real or clip-on) or have any other visible body piercing or tattoos
- Wear any additional jewelry or clothing except as specified above.

Girls Uniform

In addition to the above, girls may not:

- Wear make-up other than clear lip gloss and light powder. Make up that is found to be in students' possession in school will be confiscated.
- Wear dark nail polish – only light pastel colors are acceptable
- Wear more than one (1) pair of earrings. Earrings must be plain stud type, or small hoops (total size must be smaller than a dime). No other visible body piercing or tattoos are allowed.
- Wear headscarves (see item 11). Hair should be maintained with clips, bobbles or soft hair bands only. Hair ribbons must be school colors.

High School grades (9-12)

In addition to the uniform listed above, the high school students may wear:

- Navy blue polo shirts with the school logo on the upper left front side.
- Senior Class students only may wear professional business attire. For boys, "professional business attire" means a suit, or a shirt and tie with a jacket. For girls, "professional attire" is a pant suit or a skirt suit in which the skirt falls below knee length. Jackets are required except during the summer term, additionally, during hotter weather the administration may excuse the wearing of jackets.

Seniors who do not comply with the "professional business attire" dress code will be required to wear a standard school uniform during their senior year.

Important note for Science classes

Many brands of hair styling products contain highly flammable chemicals, even when they are dry. It is advised that these should not be worn in Science classrooms as there is a risk of ignition from open flames. Additionally, it is recommended that students purchase a plain apron for use in these classes during their time in school to protect their clothes from damage during lab work. The school cannot be held responsible for damage to students' person or property if they do not follow the safety guidelines above and those advised in their classrooms.

The following colors may not be worn on our campus at any time, unless designated for a special event by the administration:

- RED, PINK, PURPLE, BLACK*, BROWN*, or BLUE (OTHER THAN NAVY).
- Any other color that does not form part of the uniform policy, or is deemed inappropriate by the administration.

*BLACK AND BROWN ARE DESIGNATED SHOE COLORS ONLY

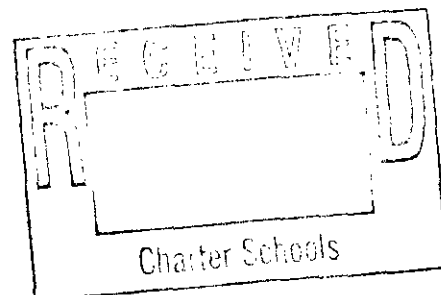
Date: December 16, 2005

To: Erika Pierce, Division of Charter Schools

From: Generation 11 Applicant
Brooks Academy of Science & Engineering (BASE)

Please find enclosed the contingency responses from the Brooks Academy of Science and Engineering. If you have any questions regarding the enclosed responses, please contact me at 210-845-3737 or cyndy.hanson@brookscity-base.com. Currently I am scheduled to be out of the country from December 21 through December 31, but if there is an urgent matter to be addressed during that time, you can also contact George Pedraza at 210-373-7248 or george@reemerge.net.

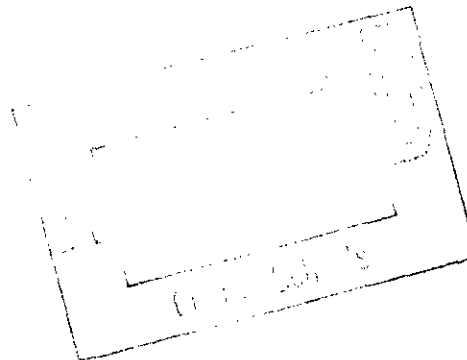
Cyndy
Cynthia (Cyndy) A. Hanson



Contingency Corrections for Generation 11 Applicant

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ACADEMICA MANAGEMENT SW, LLC

May 1, 2006

Ms. Erika Pierce
Texas Education Agency
Division of Charter Schools
1701 N. Congress Ave
Austin, TX 78701

Re: Generation 11 Applicant, Somerset Academy, Inc.
Brooks Academy of Science and Engineering

Dear Ms. Pierce:

Enclosed please find responses to the additional contingencies raised in the last correspondence from the Texas Education Agency dated March 16, 2006. I discussed some of the issues with Ms. Margaret Baker and believe this submission addresses outstanding issues. Until we move into our permanent offices, correspondence can be sent to me c/o:

Brooks Academy of Science and Engineering
P.O. Box 35417
San Antonio, Texas 78235-0417

or:

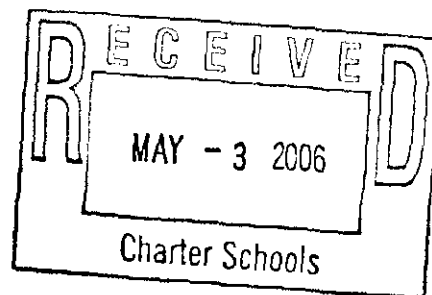
4835 Clemson Street
San Antonio, Texas 78249

If you have any questions, please do not hesitate to call me at 210.710.3823.

Sincerely,

Simon G. Salas

Simon G. Salas
Chief Operating Officer
Academica Management SW, LLC, on behalf
of Somerset Academy, Inc.



**Contingency Corrections for Generation 11 Applicant
Dated May 1, 2006**

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Text of Mailer

**Brooks Academy of
Science and Engineering**
at Brooks City-Base
Opening Fall 2006

*A new neighborhood school for your son/daughter
Una escuela nueva en su comunidad para sus hijos*

Parents and students, join us March 23 to learn more about a new school opening in your neighborhood. **Brooks Academy of Science and Engineering** is a charter school designed specifically for middle and high school students wishing to pursue careers in science and engineering.

Brooks Academy of Science and Engineering Offers:

- Free tuition
- Open enrollment for all students (*grades 6-9 in school year 2006-07*)
- Small learning environments (*limited to 110 students per grade level*)
- Rigorous curriculum (*project-based learning model*)
- School uniforms
- Enforced behavior code

Our Goals:

Brooks Academy of Science and Engineering has been designed to develop a small, high achieving middle/high school of choice for your son and/or daughter. It will:

- Promote student success at the college preparatory level of instruction by virtue of its small size;
- Personalize each student's academic program and pace of study;
- Develop strong partnerships with businesses, universities and other economic development and community resources.

Join Us and Learn More: *Come Meet the Principal and Vice Principal*

March 23, 2006

7:00 PM

Highland Forest Elementary School

Cafetorium

3736 SE Military Drive

ACADEMICA MANAGEMENT SW, LLC

March 1, 2006

Ms. Erika Pierce
Texas Education Agency
Division of Charter Schools
1701 N. Congress Ave
Austin, TX 78701

Re: Generation 11 Applicant, Somerset Academy, Inc.
Brooks Academy of Science and Engineering

Dear Ms. Pierce:

Enclosed please find the contingency responses to the items raised in the last correspondence from the Texas Education Agency. Until we move into our permanent offices, correspondence can be sent to me c/o:

Brooks Academy of Science and Engineering
P.O. Box 35417
San Antonio, Texas 78235-0417

or:

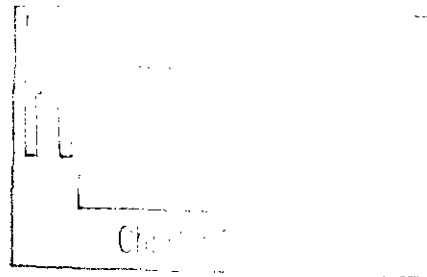
4835 Clemson Street
San Antonio, Texas 78249

If you have any questions, please do not hesitate to call me at 210.710.3823.

Sincerely,



Simon G. Salas
Chief Operating Officer
Academica Management SW, LLC, on behalf
of Somerset Academy, Inc.



**Contingency Corrections for Generation 11 Applicant
Dated February 24, 2006**

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APPLICATION REVIEW/CONTINGENCIES

Legal Review of Generation 11 Application

**Brooks Academy of Science & Engineering
(BASE)**

1

LEGAL REVIEW OF GENERATION 11 APPLICATION

SUPPLEMENTARY INFORMATION, CORRECTIONS AND CLARIFICATION

May 1, 2006

1. REEXECUTED AND CORRECTED BIOGRAPHICAL AFFIDAVITS OF THE BOARD

- a. The information submitted in the contingency response dated February 28, 2006 regarding Dr. Ruth Jacoby is correct. Dr. Jacoby's resignation from the Board was previously submitted. She no longer has any connection to the Brooks Academy of Science and Engineering. Her affidavit is withdrawn.
- b. A newly executed and corrected biographical affidavit for Ms. Jacquinet is enclosed. Her prior affidavit was in error. She has never been employed by Academica.
- c. Newly executed affidavits for Mr. Pedraza and Ms. Hanson reflecting that they are only on the sponsoring entity board, are enclosed.

2. CORRECTIONS TO ADMISSIONS POLICY

Revised responses to 9(f) and 9(i) have been made. The admission policy with respect to applications received after the applications period has been revised. In addition, references to gender in 9(i) and the admissions document have been removed. Page 68 of the application as revised is attached. A revised admissions application is also attached.

3. UNIFORM POLICY

A copy of the Uniform Policy and Dress Code is attached. Compliance with TEC § 11.162 is noted.

4. CORRECTIONS TO FACILITIES

The property that the school is to be built on has been purchased. The occupancy certificate will be provided once the facility has been completed and approved for use as a school. In the meantime, a completed Instructional Facilities Form is attached.

BROOKS ACADEMY OF SCIENCE AND ENGINEERING UNIFORM POLICY AND DRESS CODE

The appearance of the members of the Brooks Academy family is of paramount importance to us as we believe that pride in our appearance is fundamental to good character development and success.

The Board of Trustees believes that a uniform policy will improve the learning environment at the school. The following is the uniform policy that is endorsed by the Board. Students are required to follow this policy.

Please Note that the Uniform Policy will in all respects conform to TEC § 11.162. Should there be any inconsistency between this policy and any provision in TEC § 11.162, the TEC provision will control.

Moreover, students will be provided uniforms and science aprons free of charge upon a showing that they are economically disadvantaged. In addition, exemptions from the Uniform policy will be made for students if their parent or guardian provides a written statement that, as determined by the board of trustees, states a bona fide religious or philosophical objection to wearing uniforms. ^{No} The Board will determine that a portion of the proceeds from the sale of school uniforms will be allocated to the "Uniform Fund". This fund will be used to purchase uniforms and science aprons for students that meet the criteria set forth in TEC § 11.162.

All Students

- 1) All students are required to wear straight cut, full length Khaki pants. These pants must not have cargo pockets, unusual tailoring and/or labels, may not be manufactured from jean material and must be fitted to the student correctly. Pants that are too big or too tight for the student are not acceptable and will be deemed in violation of the uniform code.
- 2) Belts must be worn at all times; these belts must be plain, black or brown leather belts and fastened securely at waist level. Pants must be worn at waist level. Loose or low pants will not be tolerated.
- 3) Shirts must be plain white polo shirts, bearing the Brooks Academy logo. Alternatively, a white button down shirt may be worn, again, bearing the school logo in the correct upper left front location. No other shirt colors or styles are permitted. All shirts must be correctly tucked into pants at all times and secured in place with the belt. A maximum of one (1) button may be left unfastened at the top of any shirt. If ties are worn with oxford shirts, all buttons must be fastened.

- 4) During cooler weather, a plain white long sleeved t-shirt may be worn underneath polo shirts. Additionally, classic cardigans or sweaters may be worn. These sweaters must be plain white or navy blue in color. Hooded sweatshirts, other hooded tops, and any sweater with a logo or design that is not the Brooks Academy logo are not permitted.
- 5) Coats may only be worn outside of the school, no outside jackets will be worn inside of school buildings. Coats must be solid school colors only.
- 6) Shoes must be closed, solid black or brown leather shoes. Matching laces must be worn and fastened tightly at all times. No other colors or stripes/logos may be *on the shoes*.
- 7) Socks must be plain conservative colors and are to be worn at mid-ankle length.
- 8) Jewelry is limited to one (1) watch, one (1) ring, and one (1) small chain. Chains must be worn inside of shirts and are not to be visible except at the back of the neck.
- 9) All uniforms must be clean and pressed at all times; good grooming of hair, skin and fingernails is expected at all times.
- 10) Hair must not be dyed with unnatural colors, worn unusually, or maintained in unacceptable condition.
- 11) All headgear (hats, scarves, bandanas etc.) is forbidden on school property. Hair ribbons and ties must be school colors.
- 12) No buttons, tags, or labels may be worn on the school uniform unless previously approved by the administration.

Boys Uniform

In addition to the above, boys may not:

- Wear earrings (real or clip-on) or have any other visible body piercing or tattoos
- Wear any additional jewelry or clothing except as specified above.

Girls Uniform

In addition to the above, girls may not:

- Wear make-up other than clear lip gloss and light powder. Make up that is found to be in students' possession in school will be confiscated.
- Wear dark nail polish – only light pastel colors are acceptable

- Wear more than one (1) pair of earrings. Earrings must be plain stud type, or small hoops (total size must be smaller than a dime). No other visible body piercing or tattoos are allowed.
- Wear headscarves (see item 11). Hair should be maintained with clips, bobbles or soft hair bands only. Hair ribbons must be school colors.

High School grades (9-12)

In addition to the uniform listed above, the high school students may wear:

- Navy blue polo shirts with the school logo on the upper left front side.
- Senior Class students only may wear professional business attire. For boys, "professional business attire" means a suit, or a shirt and tie with a jacket. For girls, "professional attire" is a pant suit or a skirt suit in which the skirt falls below knee length. Jackets are required except during the summer term, additionally, during hotter weather the administration may excuse the wearing of jackets.

Seniors who do not comply with the "professional business attire" dress code will be required to wear a standard school uniform during their senior year.

Important note for Science classes

Many brands of hair styling products contain highly flammable chemicals, even when they are dry. It is advised that these should not be worn in Science classrooms as there is a risk of ignition from open flames. Additionally, it is recommended that students purchase a plain apron for use in these classes during their time in school to protect their clothes from damage during lab work. The school cannot be held responsible for damage to students' person or property if they do not follow the safety guidelines above and those advised in their classrooms.

The following colors may not be worn on our campus at any time, unless designated for a special event by the administration:

- RED, PINK, PURPLE, BLACK*, BROWN*, or BLUE (OTHER THAN NAVY).
- Any other color that does not form part of the uniform policy, or is deemed inappropriate by the administration.

*BLACK AND BROWN ARE DESIGNATED SHOE COLORS ONLY

LEGAL REVIEW OF GENERATION 11 APPLICATION

(Revised 3/16/06)

Proposed Charter School: Brooks Academy of Science and Engineering

Sponsoring Entity: Somerset Academy, Inc.

AREAS REVIEWED	Issues Identified	Comments	Comments 1/5/06	Comments 3/16/06
<p>Governance Structure</p>	<ul style="list-style-type: none"> • At least six of the sponsoring entity board members are compensated by the sponsoring entity. Under 19 TAC §100.1131, a compensated individual may not serve on the charter holder's board unless the charter holder qualifies for the exception based on its ratings. • The sponsoring entity intends to contract with a management company called Academica, Inc. if a charter is granted (p. 63). At least two of the sponsoring entity board members are employed and/or compensated by Academica, Inc. This is problematic as 19 TAC §100.1153 prohibits a person from serving on a charter holder or charter school board if the person has a substantial interest in a management company that contracts with the charter holder or charter school. • Pages 56 and 60 of the 	<ul style="list-style-type: none"> • The representatives stated that the board will be reconstituted so that all compensated individuals are removed from the board. • The representatives stated that all board members who are employed by Academica, Inc. will be removed from the board. • The representatives stated 	<ul style="list-style-type: none"> • The response to 6(a) on p. 56 of the application must be revised to reflect the new membership. There are conflicting statements in the response regarding Ms. Jacquinet's membership on the board. • Please confirm whether Ms. Jacquinet will remain on the board. If she does, she cannot be employed by Academica. • Pages 56 and 60-61 must 	<ul style="list-style-type: none"> • Corrected. • Corrected. • Corrected.

	<p>application reflect that the sponsoring entity board is comprised of "voting" and "nonvoting" members. The applicant is advised that no distinction is made in the applicable laws and rules between voting and non-voting members. Therefore, all of the laws and rules applicable to board members apply equally to both the voting and the nonvoting members.</p> <ul style="list-style-type: none"> • The sponsoring entity's bylaws (section 4.3, p. 176) reflect that the board shall have between 3 and 7 board members; however, the application (pp. 56-57) reflects that there are 10 board members. • No provision in the sponsoring entity's bylaws reflects that some of the board members will be "nonvoting" members. • Page 62 reflects that the governing body of the charter school ("school board") is comprised of the board of directors of a Texas nonprofit corporation called Somerset Academy of Texas. It is unclear why a separate nonprofit corporation was established to serve as the school board. Furthermore, the establishment of this corporation raises concerns that the sponsoring 	<p>that the board will no longer have nonvoting members.</p> <ul style="list-style-type: none"> • The representatives stated that there will only be between 3 and 7 board members. • The representatives stated that the board will no longer have nonvoting members. • The representatives stated that they understand these issues. 	<p>be revised to reflect these changes. In addition, it appears that the sponsoring entity has now chosen the school board members. Therefore, the names of these individuals should be provided on p. 61.</p> <ul style="list-style-type: none"> • The list on p. 56 must be revised, as stated above. • No revisions are required for this issue. • No revisions are required for this issue. 	<ul style="list-style-type: none"> • Corrected.
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Deleted:

	<p>entity board may over-delegate its authority or attempt to transfer its contractual duties to another entity.</p> <ul style="list-style-type: none"> The response to question 11(v) on p. 77 appears to be incorrect given that so many sponsoring entity board members are compensated by the sponsoring entity or the proposed management company. Various sections of the sponsoring entity's bylaws will need to be revised to reflect the sponsoring entity's compliance with the Texas Open Meetings Act (TOMA). In addition, the sponsoring entity, which is a Florida corporation, is advised that any meetings that relate to the operations of the proposed charter school will be required to be held in Texas. Section 7.4 of the sponsoring entity's bylaws relating to conflicts of interest will need to be revised to reflect the applicability of the conflict of interest laws and rules that apply to a charter holder board. 	<ul style="list-style-type: none"> No action is required regarding this issue since the compensated board members will be removed. These issues were discussed, and the representatives agreed to revise the bylaws. This issue was discussed, and the representatives agreed to revise the section. 	<ul style="list-style-type: none"> Revised bylaws have not yet been submitted. Revised bylaws have not yet been submitted. 	<ul style="list-style-type: none"> Corrected. Corrected.
Biographical Affidavits	<ul style="list-style-type: none"> Dr. Jacoby's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the 	<ul style="list-style-type: none"> Dr. Jacoby will step down from the board. A new affidavit will be needed reflecting that she is merely the superintendent. 	<ul style="list-style-type: none"> If Dr. Jacoby will serve as superintendent, a new affidavit will be needed. 	<ul style="list-style-type: none"> This issue was not addressed.

withdraw Jacoby's affidavit

	<p>sponsoring entity.</p> <ul style="list-style-type: none"> • Ms. Jacquinet's affidavit reflects that she is an employee of the proposed management company. Under Texas law and Commissioner rule, board members may not be compensated by a management company contracting with the charter holder or charter school. • Dr. Su's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Ms. Miller's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Mr. Taibi's affidavit reflects that he will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. • Mr. Montero's affidavit reflects that he will be compensated by the sponsoring entity. Under 	<ul style="list-style-type: none"> • Most of the other affidavits are for individuals who will no longer serve on the board. • Affidavits for any new board members must be submitted. 	<ul style="list-style-type: none"> • Please confirm whether Ms. Jacquinet will remain on the board. If she does, she cannot be employed by Academica as reflected in her affidavit. 	<ul style="list-style-type: none"> • A new affidavit is needed for Ms. Jacquinet to reflect that she is not employed by Academica. Please note that affidavits may not be revised once they have been executed and notarized. • New affidavits are needed for Mr. Pedraza and Ms. Hanson reflecting that they are only on the sponsoring entity board (the affidavits previously submitted reflect that they are also on the school board).
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OK

OK

	<p>Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received.</p> <ul style="list-style-type: none"> • Ms. Sadesky's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. Finally, the response to question 16 must be clarified. • Ms. Mallon-Linaje's affidavit reflects that she is employed by the proposed management company. Under Texas law and Commissioner rule, board members may not be compensated by a management company contracting with a charter holder or charter school. 			
Teacher Qualifications	<p>The teacher qualifications section (pp. 48-49) should clarify that teachers (or at least teachers assigned to teach core academic areas as outlined in the NCLB Act) will have a bachelor's degree and meet all other requirements under federal and state laws and</p>	<p>These issues were discussed with the representatives, who will evaluate whether the qualifications for non-core area teachers and core area teachers should be different. The representatives agreed to revise the section to state that all</p>	<p>Pages 48 and 49 must be revised to reflect these changes.</p>	<p>Corrected.</p>

	<p>regulations. If the qualifications for non-core area teachers are different, the section should state what those qualifications are. The section should also state that all special education and bilingual education teachers will be appropriately certified.</p>	<p>special education and bilingual education teachers will be appropriately certified.</p>		
<p>Admissions Policy</p>	<ul style="list-style-type: none"> The response to question 9(e) is not responsive to the question. The response to question 9(f) is not responsive to the question. The response to question 9(g) fails to mention that the proposed school will not discriminate in admission based on "the district the child would otherwise attend." The response to question 9(i) reflects that the proposed school would be requesting impermissible information pre-enrollment. The school should not request transcripts/grades or letters of support. In addition, the school may not <u>require</u> attendance at a meeting as a condition of admission or enrollment. If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process. 	<p>These issues were discussed with the representatives, who agreed to make the necessary revisions and to submit the admissions application, enrollment forms and promotional materials.</p>	<ul style="list-style-type: none"> Revised responses to 9(e), 9(f), 9(g), and 9(i) were not provided. A simple admissions form requesting only basic information (e.g., name, address, grade, date of birth, grade, parent information, etc.). The draft enrollment form provided 	<ul style="list-style-type: none"> The response to 9(f) is confusing in that it reflects that applications received after the application period has passed will be held until the next application period. Typically, schools that accept applications filed after the application period admit the applicants if there are vacancies or add the applicants' names to a waiting list in the order that they are received if there are no current vacancies. The response to 9(i) should not include gender. The admissions application should delete the questions concerning gender. The promotional flyer that was submitted

OK
not addressed

OK

			may not be used as an admissions form but may be used as an enrollment form once a student has been offered admission.	reflects that the school will require uniforms. Please provide a copy of your <u>uniform policy</u> . A charter school would be well-advised to follow the standard applicable to ISDs under TEC § 11.162. This includes having a source of funds to be used for providing uniforms to economically disadvantaged students and allowing exemptions from the uniform requirement for students who demonstrate a bona fide religious or philosophical objection to wearing uniforms.
Facilities	<ul style="list-style-type: none"> The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the school facility. The occupancy certificate must show that the building has been approved for the operation of a school. The charter holder must complete the attached form that relates to the local agency that issues occupancy 	These issues were discussed with the representatives, who agreed to provide the information. (The representatives stated that they plan to build a facility.)	Not yet provided.	The recent response reflects that the sponsoring entity is close to purchasing a property upon which to build the facility. After the land is purchased, please complete the Instructional Facilities Form that was previously provided. The occupancy certificate may be provided once the

"Uniform Fund"

OK

	certificates in the jurisdiction where the new school will be located.			facility has been completed and approved for use as a school.
Other	<ul style="list-style-type: none"> The application coversheet (p. 1) does not list the name of the proposed school. It is unclear why the applicant included the articles of incorporation for Somerset Academy of Texas, which is not the sponsoring entity, in Attachment D. It is unclear why the applicant included the bylaws of Somerset Academy of Texas, which is not the sponsoring entity, in Attachment E. The certificate of incorporation for Somerset Academy of Texas, which is not the sponsoring entity, should not be included in Attachment F. 	<ul style="list-style-type: none"> The representatives agreed to revise this page. The remaining issues were discussed, and the representatives will evaluate whether all of the corporate documents for Somerset Academy of Texas should be removed from the application. 	<ul style="list-style-type: none"> Corrected. The response requests that the corporate documents for Somerset Academy of Texas be removed from the application. 	

LEGAL REVIEW OF GENERATION 11 APPLICATION

SUPPLEMENTARY INFORMATION, MODIFICATIONS AND CLARIFICATION

February 28, 2006

Governance Structure and Supplementary and Corrected information regarding Biographical Affidavits of the Board

The information submitted on December 16, 2005 is correct with the following modifications/clarifications:

1. Alejandra Salima Jacquinet remains as a member of the sponsoring entity board. She is not now employed nor will she be employed in the future by the proposed management company.
2. There are a total of seven board members in the reconstituted board. All members of the board of the sponsoring entity are voting members.
3. There will not be a separate BASE School Board at this time. As the sponsoring entity board has been reconstituted and now includes local Texas residents, the sponsoring entity need not delegate any powers to a separate school board. George V. Pedraza, Cynthia A. Hanson and Carlos Resendez are the local board members of the sponsoring entity board.
4. James Darryl Byrd is not a member of a BASE School Board as it does not exist.
5. None of the sponsoring entity board members are employees of or receive compensation from Academica or the proposed management company.
6. The only officer position at this time is that of the Chairman/President. Other officers will be elected at the annual meeting.

Pages 56, 60, 61 and 62 of the sponsoring entity application have been revised to reflect these changes and are attached.

Amendments to the bylaws of Somerset Academy, Inc

7. Section 4.6 of the sponsoring entities bylaws has been amended to insure compliance with the Texas Open Meeting Act as well as compliance with the requirement that Board meetings concerning the operation of the school be held in Texas. The amendment is also applicable to Section 4.7, 4.8 and 4.9 and any other meetings held pursuant to the bylaws or at law.

In addition, Section 7.4 of the sponsoring entities bylaws has been amended to reflect the applicability of the conflict of interest laws and rules that apply to a charter holder board. The amendments adopted by the Board are attached and have been certified as true and correct by the Secretary of the Corporation.

Corrections to Teacher Qualifications

Page 48 of the application has been modified and is attached. It now includes the teacher qualification requirements previously submitted in the contingency responses submitted on or about December 16, 2006. Page 49 did not need to be revised as all of the changes fit on page 48.

Corrections to Admissions Policy

Revised responses to 9(e), 9(f), 9(g) and 9(i) have been made. Attached is Page 68 of the application revised to reflect the changes discussed. The admissions application is also attached, as is a copy of preliminary promotional material. The enrollment form was previously submitted in the contingency responses submitted on or about December 16, 2006. If additional changes are made to the enrollment form it will be resubmitted under separate cover.

Corrections to Facilities

As of February 28, 2006 the sale of the land for the construction of the facility had yet to be completed. That will occur in the next 30-45 days. Construction will commence shortly thereafter. A certificate of completion will not be issued until the facility is completed, sometime in mid-August, 2006. At such time the form to be completed by the local agency that issues occupancy certificates will be submitted.

APPROVED DURING CONTINGENCY PROCESS

The school will exempt from the lottery the siblings of returning students and the children of the school's founders (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.

- f) If the school will accept applications that are submitted outside of the designated application period, describe how the school will treat such applications.

Applications will be accepted outside the designated application period. Such applications will be placed in suspense. Once a subsequent application period begins, applications in suspense will be placed in that period. Should the number of applications submitted exceed the number of seats available, there will be a lottery as previously described. Students not selected in the lottery may be placed on a wait list, which we will be drawn from should admitted students leave during the school year. No other applications will be received until the following school year, unless the wait list is exhausted.

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

The school's non-discrimination statement is as follows: The BASE school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

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

- i) Describe the information that an applicant must provide in order to be considered for admission (not for enrollment, which occurs after an applicant has been offered admission and is registering). *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent/guardian or previous school.*

The application will request the following information:

- Address and parent/guardian relationship information and signatures
- Student name, date of birth, grade applying for, gender, last school attended
- Telephone number, email address

email to Ms. Hansen

LEGAL REVIEW OF GENERATION 11 APPLICATION

Proposed Charter School: Brooks Academy of Science and Engineering

Sponsoring Entity: Somerset Academy, Inc.

AREAS REVIEWED	Issues Identified
<p><i>list p. 516</i></p> <p><i>should be corp bylaws - other docs the board</i></p> <p><i>4.4</i></p>	<ul style="list-style-type: none"> • At least six of the sponsoring entity board members are compensated by the sponsoring entity. Under 19 TAC §100.1131, a compensated individual may not serve on the charter holder's board unless the charter holder qualifies for the exception based on its ratings. • The sponsoring entity intends to contract with a management company called Academica, Inc. if a charter is granted (p. 63). At least two of the sponsoring entity board members are employed and/or compensated by Academica, Inc. This is problematic as 19 TAC §100.1153 prohibits a person from serving on a charter holder or charter school board if the person has a substantial interest in a management company that contracts with the charter holder or charter school. • Pages 56 and 60 of the application reflect that the sponsoring entity board is comprised of "voting" and "nonvoting" members. The applicant is advised that no distinction is made in the applicable laws and rules between voting and non-voting members. Therefore, all of the laws and rules applicable to board members apply equally to both the voting and the nonvoting members. • The sponsoring entity's bylaws (section 4.3, p. 176) reflect that the board shall have between 3 and 7 board members; however, the application (pp. 56-57) reflects that there are 10 board members. • No provision in the sponsoring entity's bylaws reflects that some of the board members will be "nonvoting" members. • Page 62 reflects that the governing body of the charter school ("school board") is comprised of the board of directors of a Texas nonprofit corporation called Somerset Academy of Texas. It is unclear why a separate nonprofit corporation was established to serve as the school board. Furthermore, the establishment of this corporation raises concerns that the sponsoring entity board may over-delegate its authority or attempt to transfer its contractual duties to another entity. • The response to question 11(v) on p. 77 appears to be incorrect given that so many sponsoring entity board members are compensated by the sponsoring entity or the proposed management company. • Various sections of the sponsoring entity's bylaws will need to be revised if a charter is granted to reflect the sponsoring entity's compliance with the Texas Open Meetings Act (TOMA). In addition, the sponsoring entity, which is a Florida corporation, is advised that any meetings that relate to the operations of the proposed charter school will be required to be held in Texas. • Section 7.4 of the sponsoring entity's bylaws relating to conflicts of interest will need to be revised if a charter is granted to reflect the applicability of the conflict of interest laws and rules that apply to a charter holder board.
<p><i>affidavits</i></p>	<ul style="list-style-type: none"> • Dr. Jacoby's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Ms. Jacquinet's affidavit reflects that she is an employee of the proposed management company. Under Texas law and Commissioner

will reconstitute

will step down

changing to elim. nonvoting

will be 3-7

understand this issue

No action will do

No longer on Bd.

	<p>rule, board members may not be compensated by a management company contracting with the charter holder or charter school.</p> <ul style="list-style-type: none"> • Dr. Su's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Ms. Miller's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Mr. Taibi's affidavit reflects that he will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. • Mr. Montero's affidavit reflects that he will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. • Ms. Sadesky's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. Finally, the response to question 16 must be clarified. • Ms. Mallon-Linaje's affidavit reflects that she is employed by the proposed management company. Under Texas law and Commissioner rule, board members may not be compensated by a management company contracting with a charter holder or charter school.
Teacher Qualifications	<p>The teacher qualifications section (pp. 48-49) should clarify that teachers (or at least teachers assigned to teach core academic areas as outlined in the NCLB Act) will have a bachelor's degree and meet all other requirements under federal and state laws and regulations. If the qualifications for non-core area teachers are different, the section should state what those qualifications are. The section should also state that all special education and bilingual education teachers will be appropriately certified.</p>
Admissions Policy	<ul style="list-style-type: none"> • The response to question 9(e) is not responsive to the question. • The response to question 9(f) is not responsive to the question. • The response to question 9(g) fails to mention that the proposed school will not discriminate in admission based on "the district the child would otherwise attend." • The response to question 9(i) reflects that the proposed school would be requesting impermissible information pre-enrollment. The school should not request transcripts/grades or letters of support. In addition, the school may not <u>require</u> attendance at a meeting as a condition of admission or enrollment. • If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process.
Nonprofit Status	<p>While it appears that the sponsoring entity is in good standing with the Florida Dept. of State, the board members currently listed on the state's database differ somewhat from those listed in the application. Specifically, Ms. Jacquinet, Ms. Dopico, and Mr. Montero are not listed as board members on the Florida Dept. of State's database.</p>
Other	<ul style="list-style-type: none"> • The application coversheet (p. 1) does not list the name of the proposed school.

will extract

will correct

action

	<ul style="list-style-type: none"> • It is unclear why the applicant included the articles of incorporation for <i>Somerset Academy of Texas</i>, which is not the sponsoring entity, in Attachment D. • It is unclear why the applicant included the bylaws of <i>Somerset Academy of Texas</i>, which is not the sponsoring entity, in Attachment E. • The certificate of incorporation for <i>Somerset Academy of Texas</i>, which is not the sponsoring entity, should not be included in Attachment F.
Application Preparer	Cynthia Hanson (school board member)
<p>Serious legal issues identified in the application: (1) most of the sponsoring entity board members are compensated by either the sponsoring entity or the proposed management company and (2) the creation of a separate nonprofit corporation to serve as the school board raises concerns that the sponsoring entity may over-delegate its responsibilities or attempt to impermissibly transfer its contractual responsibilities to another entity.</p>	

LEGAL REVIEW OF GENERATION 11 APPLICATION
(Revised 11/14/05) Received from Maggie Baker

Proposed Charter School: Brooks Academy of Science and Engineering

Sponsoring Entity: Somerset Academy, Inc.

AREAS REVIEWED	Issues Identified	Comments
<p>Governance Structure</p>	<ul style="list-style-type: none"> • At least six of the sponsoring entity board members are compensated by the sponsoring entity. Under 19 TAC §100.1131, a compensated individual may not serve on the charter holder's board unless the charter holder qualifies for the exception based on its ratings. • The sponsoring entity intends to contract with a management company called Academica, Inc. if a charter is granted (p. 63). At least two of the sponsoring entity board members are employed and/or compensated by Academica, Inc. This is problematic as 19 TAC §100. 1153 prohibits a person from serving on a charter holder or charter school board if the person has a substantial interest in a management company that contracts with the charter holder or charter school. • Pages 56 and 60 of the application reflect that the sponsoring entity board is comprised of "voting" and "nonvoting" members. The applicant is advised that no distinction is made in the applicable laws and rules between voting and non-voting members. Therefore, all of the laws and rules applicable to board members apply equally to both the voting and the nonvoting members. • The sponsoring entity's bylaws (section 4.3, p. 176) reflect that the board shall have between 3 and 7 board members; however, the application (pp. 56-57) reflects that there are 10 board members. • No provision in the sponsoring entity's bylaws reflects that some of the board members will be "nonvoting" members. • Page 62 reflects that the governing body of the charter school ("school board") is comprised of the board of directors of a Texas nonprofit corporation called Somerset Academy of Texas. It is unclear why a separate nonprofit corporation was established to serve as the school board. Furthermore, the establishment of this corporation raises concerns that the sponsoring entity board may over-delegate 	<ul style="list-style-type: none"> • The representatives stated that the board will be reconstituted so that all compensated individuals are removed from the board. • The representatives stated that all board members who are employed by Academica, Inc. will be removed from the board. • The representatives stated that the board will no longer have nonvoting members. • The representatives stated that there will only be between 3 and 7 board members. • The representatives stated that the board will no longer have nonvoting members. • The representatives stated that they understand these issues.

	<p>its authority or attempt to transfer its contractual duties to another entity.</p> <ul style="list-style-type: none"> • The response to question 11(v) on p. 77 appears to be incorrect given that so many sponsoring entity board members are compensated by the sponsoring entity or the proposed management company. • Various sections of the sponsoring entity's bylaws will need to be revised to reflect the sponsoring entity's compliance with the Texas Open Meetings Act (TOMA). In addition, the sponsoring entity, which is a Florida corporation, is advised that any meetings that relate to the operations of the proposed charter school will be required to be held in Texas. • Section 7.4 of the sponsoring entity's bylaws relating to conflicts of interest will need to be revised to reflect the applicability of the conflict of interest laws and rules that apply to a charter holder board. 	<ul style="list-style-type: none"> • No action is required regarding this issue since the compensated board members will be removed. • These issues were discussed, and the representatives agreed to revise the bylaws. • This issue was discussed, and the representatives agreed to revise the section.
<p>Biographical Affidavits</p>	<ul style="list-style-type: none"> • Dr. Jacoby's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Ms. Jacquinet's affidavit reflects that she is an employee of the proposed management company. Under Texas law and Commissioner rule, board members may not be compensated by a management company contracting with the charter holder or charter school. • Dr. Su's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Ms. Miller's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. • Mr. Taibi's affidavit reflects that he will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. • Mr. Montero's affidavit reflects that he will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the 	<ul style="list-style-type: none"> • Dr. Jacoby will step down from the board. A new affidavit will be needed reflecting that she is merely the superintendent. • Most of the other affidavits are for individuals who will no longer serve on the board. • Affidavits for any new board members must be submitted.

	<p>affidavit fails to list the amount of compensation to be received.</p> <ul style="list-style-type: none"> • Ms. Sadesky's affidavit reflects that she will be compensated by the sponsoring entity. Under Texas law and Commissioner rule, board members may not be compensated by the sponsoring entity. In addition, the affidavit fails to list the amount of compensation to be received. Finally, the response to question 16 must be clarified. • Ms. Mallon-Linaje's affidavit reflects that she is employed by the proposed management company. Under Texas law and Commissioner rule, board members may not be compensated by a management company contracting with a charter holder or charter school. 	
Teacher Qualifications	<p>The teacher qualifications section (pp. 48-49) should clarify that teachers (or at least teachers assigned to teach core academic areas as outlined in the NCLB Act) will have a bachelor's degree and meet all other requirements under federal and state laws and regulations. If the qualifications for non-core area teachers are different, the section should state what those qualifications are. The section should also state that all special education and bilingual education teachers will be appropriately certified.</p>	<p>These issues were discussed with the representatives, who will evaluate whether the qualifications for non-core area teachers and core area teachers should be different. The representatives agreed to revise the section to state that all special education and bilingual education teachers will be appropriately certified.</p>
Admissions Policy	<ul style="list-style-type: none"> • The response to question 9(e) is not responsive to the question. • The response to question 9(f) is not responsive to the question. • The response to question 9(g) fails to mention that the proposed school will not discriminate in admission based on "the district the child would otherwise attend." • The response to question 9(i) reflects that the proposed school would be requesting impermissible information pre-enrollment. The school should not request transcripts/grades or letters of support. In addition, the school may not <u>require</u> attendance at a meeting as a condition of admission or enrollment. • If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process. 	<p>These issues were discussed with the representatives, who agreed to make the necessary revisions and to submit the admissions application, enrollment forms and promotional materials.</p>
Facilities	<ul style="list-style-type: none"> • The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the school facility. The occupancy certificate must show that the building has been approved for the operation of a school. 	<p>These issues were discussed with the representatives, who agreed to provide the information. (The representatives stated that they plan to build a facility.)</p>

	<ul style="list-style-type: none"> The charter holder must complete the attached form that relates to the local agency that issues occupancy certificates in the jurisdiction where the new school will be located. 	
Other	<ul style="list-style-type: none"> The application coversheet (p. 1) does not list the name of the proposed school. It is unclear why the applicant included the articles of incorporation for Somerset Academy of Texas, which is not the sponsoring entity, in Attachment D. It is unclear why the applicant included the bylaws of Somerset Academy of Texas, which is not the sponsoring entity, in Attachment E. The certificate of incorporation for Somerset Academy of Texas, which is not the sponsoring entity, should not be included in Attachment F. 	<ul style="list-style-type: none"> The representatives agreed to revise this page. The remaining issues were discussed, and the representatives will evaluate whether all of the corporate documents for Somerset Academy of Texas should be removed from the application.

LEGAL REVIEW OF GENERATION 11 APPLICATION

Corrections to Governance Structure

- The original board of Somerset Academy is being reconstituted to ensure compliance with 19 TAC §100,113.1. No members of the Somerset Academy, Inc. board will work for,, or be compensated by the management company, Academica, or any of the Somerset Academy schools.
- Reconstitution of the Somerset Academy, Inc. board will result in a seven-member board. All will be voting members, and none will be compensated by Academica or Somerset Academy, Inc. The newly reconstituted board understands the Texas Open Meetings Act (TOMA) and is prepared to comply with the requirements of that Act to include holding their meetings within the State of Texas. Somerset Academy, Inc. bylaws will be revised as part of this compliance.
- Section 5.4 of Somerset Academy’s bylaws will be revised to address conflicts of interest laws and rules that apply to a charter holder board.

Corrections to Biographical Affidavits

- The following board members have been **removed** from the sponsoring entity board:
 - Ruth Jacoby
 - Alejandra Salima Jacquinet
 - Hui Fang Huang “Angie” Su
 - Dina Miller
 - Anthony James Taibi
 - Bernardo Montero
 - Shannine Sadesky
 - Kelly Mallon Linaje
 - Susie Noemi Dopico
- New affidavits for the sponsoring entity board have been prepared and attached:
 - George V. Pedraza, board member of Somerset Academy and BASE school board
 - Cynthia A. Hanson, board member of Somerset Academy and BASE school board
 - Carlos Resendez, board member of Somerset Academy
 - Victor Barroso, Chairman of Somerset Academy board
 - Kim Marie Guilarte, board member of Somerset Academy
 -
- No Change
 - LaGarie Lynn Woodward, board member Somerset Academy
 - Salima Jacquinet, board member Somerset Academy
 - James Darryl Byrd, board member BASE School
- Dr. Ruth Jacoby’s role with Somerset Academy Inc. and the BASE school will be as a consultant. Her resignation letter is attached.

Corrections to Teacher Qualifications

- Lead and core teachers for the BASE school will be required to have a bachelor's degree and meet all other requirements under federal and state laws and regulations. All special education and bilingual education teachers will also be appropriately certified. If a non-core teacher does not have a bachelor's degree or certification, parents and students will be notified in writing and a plan will be implemented to ensure the teacher is working toward completion of their respective degrees and certification.

Corrections to Admissions Policy

- **Forms to be submitted (all forms will still undergo some revisions before final)**
 - **Admissions application – under development**
 - **Enrollment form - attached**
 - **Promotional materials have not yet been developed as the school site is not complete**

Corrections to Facilities

- **Land sale and facility design has not been completed as of December 15, 2005. Occupancy form will be forwarded as soon as possible.**

Corrections to Nonprofit Status

- The board of directors of the nonprofit, Somerset Academy, has been reconstituted. Board members Ms. Jacquinet, Ms. Dopico, and Mr. Montero have been removed.

Corrections to Other

- Cover page should reflect the name Brooks Academy of Science and Engineering (BASE) for the proposed school. - Attached
- Corporate documents for Somerset Academy of Texas should be removed from the application.

Somerset Academy, Inc.

**Board Chairman
Resignation**

**Brooks Academy of Science & Engineering
(BASE)**



SOMERSET ACADEMY - DAVIE CHARTER SCHOOL

CARING, SHARING, AND ACHIEVING

A Broward County Public Charter School of Choice

Tax Id: 65-0770346

3788 Davie Road

Davie, FL 33314

Tel. No.: 954-584-5528

Fax No.: 954-584-5598

Web site: www.somersetdavie.com

Email: info@somersetdavie.com

December 1, 2005

Sadly as of today, I am informing the Somerset Governing Board of my resignation as Chairman and as a member.

It has been a pleasure to serve as a member of the Somerset Academy Board and you know that I will always be accessible. I will continue to support and assist in any Somerset endeavors.

Thank you.

Sincerely,

A handwritten signature in black ink. The signature is written in a cursive style and appears to read "Dr. Ruth Jacoby". The letters are fluid and connected, with a prominent loop at the end of the last name.

Dr. Ruth Jacoby

Biographical Affidavits

**Brooks Academy of Science &
Engineering
(BASE)**

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
George Pedraza
2. Have you ever had your name changed or used another name?
No
If yes, give reason for the change:

Maiden Name (if female): _____
Other names used at any time: _____
3. State your current home address: 220 W. Mulberry Ave., San Antonio TX 78212
4. State your current home telephone number: 210-731-9868
5. Education: Dates, Names, Locations and Degrees

College:
1987, UTSA, San Antonio, TX, BA-Political Science

Graduate Studies:
1989, University of Pennsylvania, Philadelphia, PA, Master of City Planning
1990, Syracuse university, Syracuse, NY, Master of Public Administration

Others:

6. List membership(s) in professional societies and associations:

N/A

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

DATES	EMPLOYER	ADDRESS	POSITION
2001-Pres.	UBS Financial Services Inc.	200 Concorde Plaza, Ste 300 San Antonio TX 78216	Vice President
2001-Pres.	Re-Emerging markets of America, LLC.. (self-employed)	220 W. Mulberry Ave. San Antonio TX 78212	President
19991-2001	City of San Antonio	P. O. Box 839966 San Antonio, TX 78283	Assistant to the City Manager
1993-1998	JP Morgan Chase Bank	1020 NE Loop 410 San Antonio, TX 78209	Senior Vice President

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Re-Emerging Markets of America, LLC, 51% Partner
125 North San Marcos, LLC, 50% Partner

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
<u>None</u>			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
<u>None</u>			

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

Series 7 and 63, NASD, 1993, Currently Active

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.
-
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:
-
17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:
-
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:
-
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:
-
20. Have you ever been adjudged bankrupt? No If so, give details:
-
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:
-

Dated and signed this 30th day of November, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

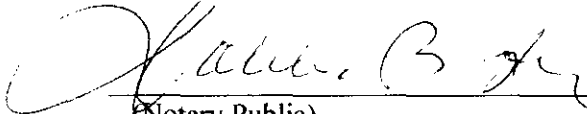
VERIFICATION

State of Texas
County of Bexar

On this day, George Pedraza (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 30th day of Nov., 2005.




(Notary Public)

My commission expires 11-30-2008

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency

Check all that apply:

Member of the governing body of the sponsoring entity

It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after resignation has been tendered.

Member of the governing body of the charter school

School officer

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc., a Florida not-for-profit corp.

Full Name of Proposed Charter School: Brooks Academy of Science & Engineering (BASE)

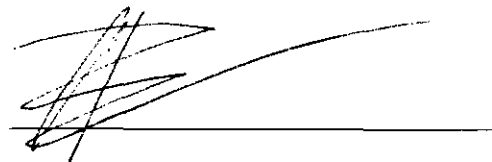
In connection with the above-named organization and charter school application, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any questions fully.)

IF ANSWERS IS "NO" OR "NONE", SO STATE

1. Full Name (Initials Not Acceptable): Victor Barroso
2. Have you ever had your name changed or used another name? No
3. State your current home address: 12583 SW 119 Place, Miami, Florida 33186
4. State your current home telephone number: 305-525-3295
5. Education: Dates, Names, Locations and Degrees: Please see attached.
6. List membership(s) in professional societies and associations: N/A
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates and officerships) for the past ten (10) years: Please see attached.
8. Present employer may be contacted: Yes
9. Former employers may be contacted: Yes
10. List all businesses or organizations of which you are a partner or in which you have a majority interest: None
11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters: N/A
12. List all previous experience with any charter school management company: N/A

13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): N/A
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No.
15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. None.
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No.
17. Will any relative within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
18. Will your spouse or any of our spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No.
20. Have you ever been adjudged bankrupt? No.
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation, or conservatorship? No.

Dated and signed this 12th day of December 2005. I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

A handwritten signature in black ink, consisting of several overlapping, stylized strokes, positioned above a horizontal line.

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Victor Barroso, appeared before me the undersigned notary public and deposed that she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 12th day of December 2005.

A handwritten signature in cursive script, appearing to read "Annette M. F. S.", written over a horizontal line.

1228 West Ave #1405
Miami Beach, Fla 33139

305-345-5288

Victor Barroso

OBJECTIVE: Interested in a marketing position with a current or future career opportunity in management

EXPERIENCE:

10/2001 - 06/2005

**Director of Marketing / Sales
L & J General (El Sembrador Foods) Miami, FL**

Responsible for the marketing of the El Sembrador brand products. Called on all major corporate accounts (Publix, Winn Dixie, Wal-mart, Sedanos, etc). Negotiated and implemented a distribution agreement with White Rose Foods. This gave El Sembrador a major presence in the NE Market that today has Gross sales in excess of 3 million dollars. Took El Sembrador from servicing 6 Wal-Mart super centers to 31. This included increasing their sku count from 45 Frozen items to 145 items crossing over 4 divisions (Dairy, Deli Grocery and frozen). Negotiated with each of these divisions at the corporate level. Solely responsible for the market study, supplier search, negotiation, design, and market penetration of over 30 new El Sembrador branded items. Assisted in the management of 25 DSD salespersons. Coordinated and attended food exhibits.

11/1994 - 09/2001

**Managing Director
Herculete Ltd. Miami, FL**

Collaborated in the start-up, financing, and launch of a company established to develop and market a patented lightweight concrete as well as several construction systems utilizing the patented material. Managed day-to-day operations including marketing, advertising, promotions and customer relations. Kept corporate records and managed licensing activities and patent and trademark applications. Coordinated the establishment of Internet presence and its servicing. Negotiated with merger partners.

10/1990 - 10/1994

**Account Manager
Tecom Business Systems NY, NY**

Sold and maintained computer consulting services to financial institutions such as Merrill Lynch, Nomura Securities, J.P. Morgan, and Bank of Tokyo. Developed new clients as well as maintained, managed, and increased existing client base. Identified technical and organizational environments of client companies and called on all management levels. Responsible for all account activities including client presentations, entertainment, problem resolution, and non-technical supervision of consultants. Consistently exceeded sales and marketing quotas.

9/1988 - 9/1990

**General Manager
Cellular Communications Network Miami, FL**

In charge of day-to-day operations including advertising, promotions and recruiting of sales and administrative staff. Consistently exceeded individual sales quotas, which generated leads and produced additional sales. Routinely top account executive.

2/1984 - 8/1988
Divisional Sales Manager
Bally Corporation Miami, Fl

Managed and maintained the entire sales staff. Sales responsibilities included meeting daily membership quotas in excess of \$20,000. Recruiting and training sales representatives coordinated sales promotion contests and company incentives. Responsible for all administration and maintenance.

COMMUNITY ACTIVITIES:

7/2000 - Present
Chairman
Doral Academy Inc. Doral, Fl

Volunteer member of the board of a not-for-profit public charter school organization established to provide K-12th grade education programs in the City of Doral. Doral Academy offers one of the highest achieving and most sought after charter school programs in Florida. Sponsored by Miami-Dade County Public School system, Doral Academy offers four charter school programs that serve approximately 3,000 students. As chair of the board, I have participated in guiding the organization through a period of rapid expansion while ensuring a quality educational product.

EDUCATION: 5/1986 Florida International University (FIU) US-Fl.-Miami
Bachelor's Degree

REFERENCES:

Reference Name: Fernando Zulueta
Reference Company: Academica Corporation
Reference Title: President
Phone: 305-796-5709
Email: [REDACTED]

Reference Name: Brett Beveridge
Reference Company: Nextel Communications
Reference Title: President (Retail Operations)
Phone: 305-358-8255
Email: [REDACTED]

Reference Name: Luis Hernandez
Reference Company: El Sembrador Foods
Reference Title: President
Phone: 786-258-2233
Email: laherna@elsembrador.com

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency

Check all that apply:

Member of the governing body of the sponsoring entity

It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after resignation has been tendered.

Member of the governing body of the charter school

School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc., a Florida not-for-profit corp.

Full Name of Proposed Charter School: Brooks Academy of Science & Engineering (BASE)

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

IF ANSWERS IS "NO" OR "NONE", SO STATE

1. Full Name (Initials Not Acceptable): Kim Marie Guilarte
2. Have you ever had your name changed or used another name? No
3. State your current home address: 10240 SW 62 Street, Miami, FL 33173
4. State your current home telephone number: 305-796-7604
5. Education: Dates, Names, Locations and Degrees: Please see attached.
6. List membership(s) in professional societies and associations: N/A
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates and officerships) for the past ten (10) years: Please see attached.
8. Present employer may be contacted: Yes
9. Former employers may be contacted: Yes
10. List all businesses or organizations of which you are a partner or in which you have a majority interest: None
11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters: N/A
12. List all previous experience with any charter school management company: N/A

13. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): N/A
14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? No.
15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. None.
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No.
17. Will any relative within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
18. Will your spouse or any of our spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No.
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No.
20. Have you ever been adjudged bankrupt? No.
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation, or conservatorship? No.

Dated and signed this 12th day of December 2005. I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

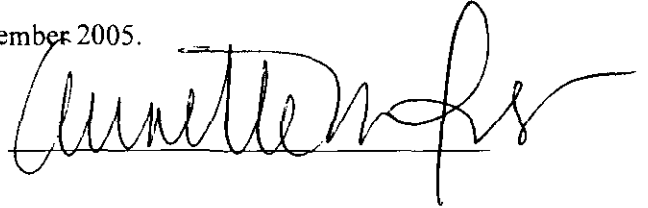


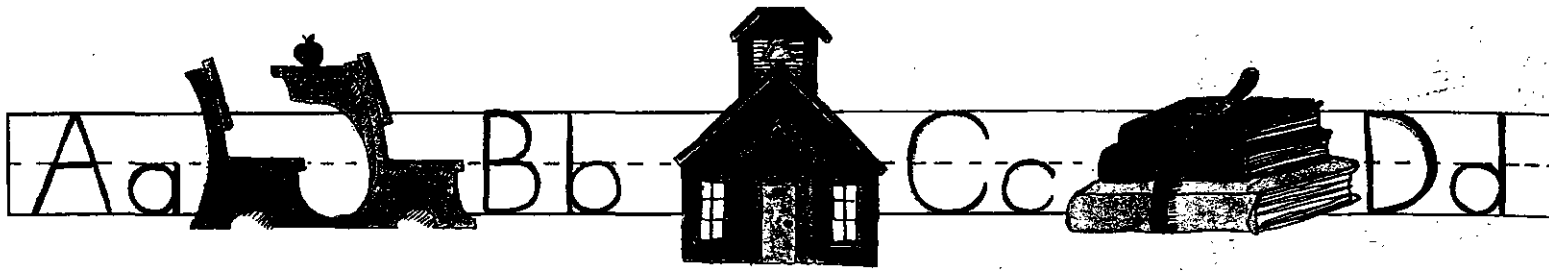
VERIFICATION

State of Florida
County of Miami-Dade

On this day, Kim Marie Guilarte, appeared before me the undersigned notary public and deposed that she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 12th day of December 2005.

A handwritten signature in cursive script, appearing to read "Carmelle M. [unclear]", written over a horizontal line.



Kim M. Guilarte
2830 Southwest 110th Avenue
Miami, Florida 33165
(305) 553-4268

OBJECTIVE: To obtain a position as an administrator where my teaching skills can be effectively utilized.

EDUCATION: Florida International University
Miami, Florida
Degree: Bachelor of Science - May 1994
Major: Elementary Education
Area of Concentration: ESOL
Grade Point Average: 3.6

Florida International University
Miami, Florida
Degree: Master of Science - December 1995
Major: Elementary Education
Grade Point Average: 3.9

Certification: Gifted Endorsement

Certification in ESOL to be completed: June 1998

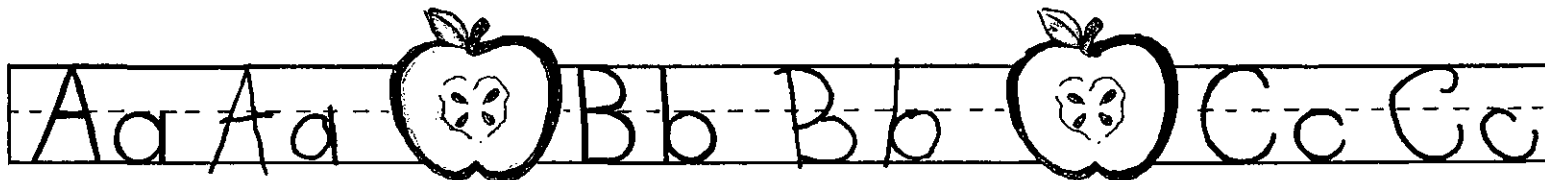
Certification in Administration to be completed: December 1998

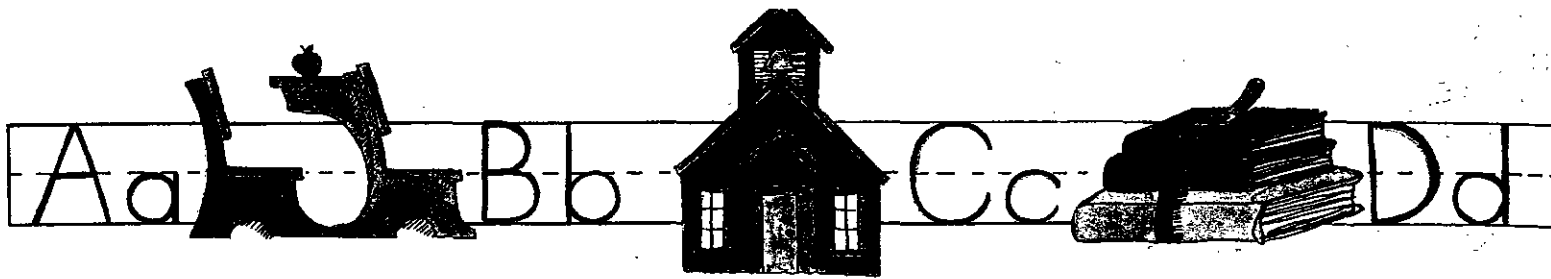
EXPERIENCE:

10/94 - Present
5/97

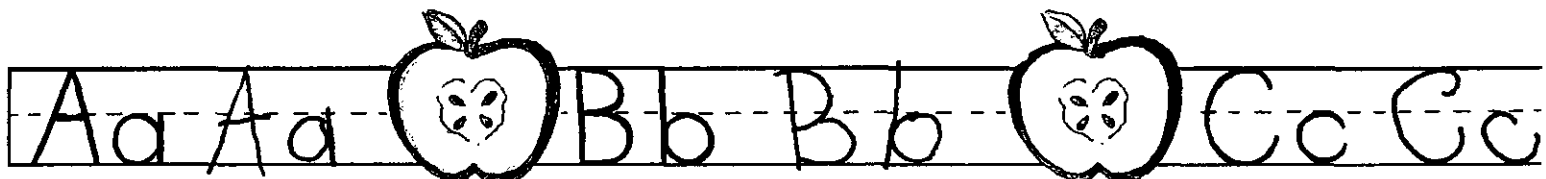
Elementary Teacher
Dade County Public School System
Grade Level: Primary Gifted Teacher

Future Educators of America (FEA) Advisor
Assumed responsibility to introduce elementary students to teaching.





- 05/94 - 10/94** **Substitute Teacher**
Dade County Public School System
Grade Level: Pre-kindergarten - Fifth
- 01/94 - 4/94** **Student Teacher**
Charles R. Hadley Elementary, Miami, Florida.
Grade Level: First
- 09/93 - 12/93** **Substitute Teacher**
Dade County Public School System
- 09/92 - 09/93** **After School Care Leader**
Charles R. Hadley Elementary
Grade Level: Third
- 06/92 -08/92** **Summer Camp Counselor**
Kendall Boys and Girls Club of Miami
- 09/91 - 08/92** **YMCA After School Care Leader**
South Miami Elementary
Grade Level: Kindergarten
- 06/91 - 08/91** **Summer Camp Counselor**
Westwood Park and Recreation
- HONORS:** **Outstanding Teacher Award (1996 - 1997)**
Awarded by school principal.
- KAPPA DELTA PHI**
Education Honor Society
- DEAN'S LIST**
Florida International University (1992-1994)
- REFERENCES:** Available upon request.



**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Cynthia Anne Hanson
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
Divorce
Maiden Name (if female):
Miller
Other names used at any time:
Cynthia Anne McBurnett
3. State your current home address:
2755 CR 5710, Devine TX 78016
4. State your current home telephone number:
830-665-4873
5. Education: Dates, Names, Locations and Degrees

College:
Aug 1994 – Palo Alto College, San Antonio, Texas – Associate of Arts
May 1996 – University of Texas, San Antonio, Texas – BBA Information Systems

Graduate Studies:
Aug 1999 – Our Lady of the Lake University, San Antonio, Texas – MBA Electronic Commerce

Others:

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
2003 – Pres.	Brooks Development Authority	8030 Challenger Dr. San Antonio TX 78235	Marketing & External Relations Director
2002-2003	Texas Engineering Experiment Station (TEES)	2509 Kennedy Cir, B-125 San Antonio TX 78235	Business Manager
1997-2001	Bearing Point, Inc. (Formerly KPMG Consulting, Inc.)	14100 San Pedro, Suite 700 San Antonio, TX 78232	Senior Consultant
1996-1997	Builders Square (out of business)	Datapoint San Antonio, TX	Computer Programmer
1994-1997	University of Texas at San Antonio	6900 Loop 1604W San Antonio, TX 78249	Student

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
<u>None</u>			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
<u>None</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this _____ day of _____, 200____.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

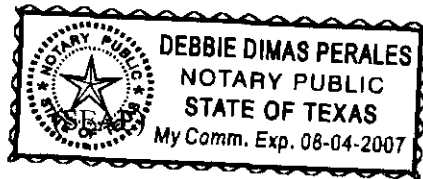
Cynthia A. Hanson
(Signature of Affiant)

VERIFICATION

State of Texas
County of Bexar

On this day, Cynthia Hanson (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 15th day of December,
2005.



Debbie Dimas Perales
(Notary Public)

My commission expires 08-04-2007

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity: Somerset Academy, Inc.

Full Name of Proposed Charter School: Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable): Carlos Resendez

2. Have you ever had your name changed or used another name?

No

If yes, give reason for the change:

Maiden Name (if female): _____

Other names used at any time: _____

3. State your current home address: 4835 East Beverly Mae Drive, San Antonio TX 78229

4. State your current home telephone number: (210) 614-7360

5. Education: Dates, Names, Locations and Degrees

College:

1977, UTSA, San Antonio, TX, BBA

Graduate Studies:

1980, St. Mary's Law School, San Antonio, TX, JD

Others:

6. List membership(s) in professional societies and associations:

Texas BAR Association

National Association of Public Pension Attorneys (NAPPA)

National Conference on Public Employee Retirement Systems (NCPERS)

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

DATES	EMPLOYER	ADDRESS	POSITION
2000-Pres.	Presidio Asset Management LLC	4414 Centerview Dr., Ste 226 San Antonio TX 78228	Chairman/CEO
1997-2000	The Resendez Group	4414 Centerview Dr., Ste 226 San Antonio TX 78229	Chairman/CEO
1995-1996	Nat'l Conference of Public Employee Retirement System	4414 Centerview Dr., Ste 226 San Antonio TX 78229	Executive Director
1993-1996	Texas Permanent School Fund	Austin, TX	Executive Administrator

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Presidio Asset Management LLC

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
None			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
None			

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

State BAR Association, Issued November 1980 – Active
NASD Series 65, Issued September 2000 – Active

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

No If yes, give details:

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. N/A

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:
-

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:
-

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:
-

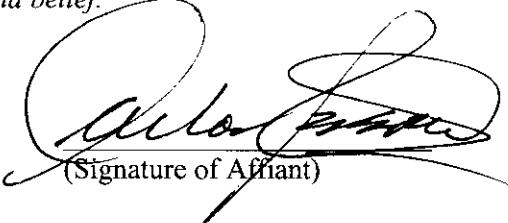
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:
-

20. Have you ever been adjudged bankrupt? No If so, give details:
-

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:
-

Dated and signed this 29th day of November, 2005.

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

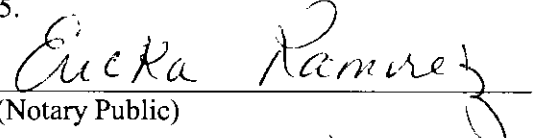

(Signature of Affiant)

VERIFICATION

State of Texas
County of Bexar

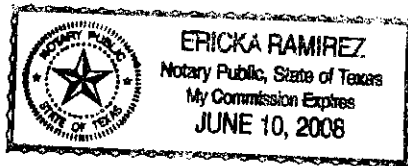
On this day, Carlos Resendez, appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 29th day of November, 2005.


(Notary Public)

My commission expires June 10, 2008

(SEAL)



Application Cover Sheet

**Brooks Academy of Science &
Engineering
(BASE)**

Application Coversheet (Please type)

Name of Proposed School to open in Fall 2006: Brooks Academy of Science and Engineering (BASE)

Name of Sponsoring Entity: Somerset Academy, Inc.

Note: If the sponsoring entity is a 501(c)(3) nonprofit organization, the name must appear exactly as it appears in the Articles of Incorporation or any amendments thereto.

The sponsoring entity is a (Check only one.):

501(c)(3) nonprofit organization Governmental Entity College or University

Chairperson of Governing Body of Sponsoring Entity: **Victor Barroso**

Chief Executive Officer of Sponsoring Entity: **Victor Barroso**

CEO/Superintendent of Proposed Charter School: **Not yet selected**

Name of Governing Body of Sponsoring Entity Member Who Attended an Applicant Conference:

Ruth Jacoby, Ed. D Date of Conference: **December 3, 2004**

Cynthia A. Hanson Date of Conference: **October 21, 2004**

Applicant Mailing Address (Not a P.O. Box):

Cynthia A. Hanson, Brooks City-Base Foundation, 8030 Challenger Dr., B-1156, San Antonio, TX 78235

Physical Address of Proposed Administrative Offices, if different from above:

8030 Challenger Dr., San Antonio, TX 78235

Physical Address of the Main Campus: **Brooks City-Base, San Antonio, TX 78235 (street address not available until final site is selected)**

Physical Address(es) of any Additional Campus(es): **NA**

Contact Name: **Cyndy Hanson** Contact Email address: **cyndy.hanson@bc-b.com**

Contact Phone #: **210-536-9082** Contact Fax #: **210-536-2018**

Circle Grade Levels to be served: Maximum Enrollment: _____

(must include, by Year 3, at least one grade level where TAKS is administered)

Year 1: 6 7 8 9 Maximum Enrollment: 400

Year 2: 6 7 8 9 10 Maximum Enrollment: 500

Year 3: 6 7 8 9 10 11 12 Maximum Enrollment: 700

Will all teachers at the school be required to be certified by the State Board for Educator Certification (SBEC)? Yes No

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify that no members of the governing body of the sponsoring entity or of the proposed charter school nor any officers or employees of the proposed school have been convicted of a misdemeanor involving moral turpitude or of any felony. I understand that incomplete applications will not be considered.

(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Victor Barroso 12/15/05 Date Printed Name

(BLUE INK) Signature of Application Preparer Cynthia A. Hanson 12/15/05 Date Printed Name

With what company is the application preparer associated? Brooks City-Base Foundation

Was preparer paid? Yes No

FORMS

Generation 11 Application

**Brooks Academy of Science & Engineering
(BASE)**

APPLICATION REVIEW/CONTINGENCIES

Division of Financial Audits Generation 11 Application

**Brooks Academy of Science & Engineering
(BASE)**

**DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 11 APPLICANT**

DIVISION OF FINANCIAL AUDITS

RE: Brooks Academy of Science and Engineering (BASE)

Application Review #701/04/034/039

Governance

Question #1.

We will address this inconsistency with the IRS and take all required legal actions. The BASE school will use a June 30 year-end.

Question #2.

B.A.S.E. will **not** be offering before and after care programs.

Business Plan

Question #3.

There is no debt service payment included in the start up budget because the first payment for the facility would come due after school starts in August of 2006. The construction loan would be structured to come due when the school is completed in August of 2006 and the first payment would come due in September or October so the payment will occur in fiscal year 2006-2007 not 2005-2006.

The price has been agreed upon for the purchase of land from Brooks Development Authority. The purchase is scheduled to close in mid December. The architectural firm of Carter Burgess has been retained to complete plans for the facility and they will be completed by the end of November. The firm of Lyda Swinerton has been retained to build the facility.

The rental payment for the first year of operation is projected to be \$325,000. Since the school has 400 students in the first year and the facility is built for 500 students, the first year payment has less principal. The full payment of \$425,000 occurs in year 2007-2008 as the school grows to 500 students.

The facility is projected to cost \$3.8 million. Investors will contribute \$450,000 bringing the loan amount to \$3.35 million. The loan amortized over 20 years at 8% based upon a 1.25 X's coverage is about \$425,000 annually after the first year.

The loan has been approved by Sterling Bank of San Antonio and the school should be able to break ground around February 1. The facility will be ready by August. As a contingency plan, the school is negotiating with Brooks Development Authority for 20 classrooms just in case the project is delayed.

Attachment C) 501(c)(3) Determination Letter from IRS

Question #4.

Charter applicant is Somerset Academy, Inc. Documentation supporting Somerset Academy of Texas has been removed from this application.

Attachment C) 501(c)(3) Determination Letter from IRS

Question #5.

The School had implemented measures to improve the ratio of current assets to current liabilities. Those measures have resulted in an improved financial position for the school for the '04-'05 fiscal year compared to prior years. The School's budgets for coming years also forecasts continuing improved ratios of current assets to current liabilities. Please note that "salaries & wages payable" is a payroll accrual entry, which is necessary to record in order to accurately report those current year expenses.

Question #6.

During 2002-2003, the School expanded the Pembroke Pines campus substantially to accommodate growing enrollment. That required the School to incur an extraordinary facilities expense during the expansion year. By gradually increasing student enrollment, the School has been able to subsequently operate at a surplus as planned. Please see attached 2005 audited financial statements.

Question #7.

As of June 30, 2005, the outstanding balance due is \$134,514.65. The outstanding balance will be fully paid by June 30, 2006.

Attachment K) Credit Report

Question #8.

Page "8 of 8" from the credit report was blank and therefore discarded. The credit report should consist of 7 pages.

Attachment N) State-Up Budget

Question #9.

5700 - The \$50,000 is estimated support services that Academica Corporation will donate to help the school get started.

5900 - The \$100,000 is the assumed payment of the federal start up grant once the school's charter is approved.

6100 - Estimated cost of hiring a principal for the first year. The assumption is the principal would be hired from the first of January and work for eight months before the

school starts at a salary cost of \$55,000 and benefits of \$16,500. The salary was based upon average high school salaries for San Antonio districts.

6200 – Based upon the experience of other start up charter schools in Texas over an eight-month period for supplies and materials.

6400 – Rent payment for space for principal for eight months. Based upon rental per square foot at Brook's Air Force Base.

6500 – Other expenses. \$15,500 – based upon similar charter schools start up experience in Texas.

Attachment O) Budget for Year One Operation

Question #10.

Net asset beginning of year, based upon assumption in section O.

5800 – Assumed \$5,000 per student times 400 students. Based upon charter schools with similar demographics in San Antonio. The figures were taken from TEA's website for school finance. This was based upon school funding for 2004-2005.

5900 – Based upon the assumption of \$100,000 of the federal grant being paid in the second year. Based upon historical experience of charter schools in Texas.

6100 – Includes 17 teachers at \$40,000 per teacher for \$680,000. The principal salary of \$70,000. Teachers' assistants for \$107,000, substitute days of 10 days for \$12,300, clerical help \$40,000 for total overhead of \$857,000 with benefits run at 21% for a total par \$188,370. The salaries were based upon average teacher salaries posted for San Antonio ISD. The principal is based upon posted average salaries for principals at Bexar County schools districts. Twenty-one percent for benefits was based upon historical charter school experience in Texas.

6200 – The contract services include \$180,000 which represents \$450 per student for 400 students, to pay for Academica Corporation educational services. Audit services for \$11,000, maintenance and repair of \$50,000, utilities of \$34,500 and miscellaneous services of \$9,500. The costs after Academica were based upon commercial buildings in the San Antonio area with the same square footage.

6300 – Based upon supplies of \$52,000 and text books of \$100,000. This was based on the historical experience of charter schools with 400 students in the Texas market.

6400 – The major expense in the category is the expense of \$30,750. That was based on a commercial building in the same market with the same square footage.

6500 – The rental payment for the first year of operation is projected to be \$325,000. Since the school has 400 students in the first year and the facility is built for 500 students,

the first year payment has less principal. The full payment of \$425,000 occurs in year 2007-2008 as the school grows to 500 students.

The facility is projected to cost \$3.8 million. Investors will contribute \$450,000 bringing the loan amount to \$3.35 million. The loan amortized over 20 years at 8% based upon a 1.25 X's coverage is about \$425,000 annually after the first year.

The \$141,000 estimated expenses consist mostly of \$80,000 in furniture and equipment, technology of \$40,000, and staff development of \$15,000. This was based on the experience of similar start up in the Bexar County area.

6500 Other – This category was based on what it took to equip schools of similar square footage and student count. These figures were based on historical figures of other charter schools of similar size and square footage in the Texas market.

Attachment P) Negotiated Service Agreement

Question #11.

An updated management agreement is attached to these contingency corrections.

Attachment Q) Negotiated Lease Agreement

Question #12.

The school has a group of investors who will build a facility to meet the school's requirements. The group has located a 10-acre site on the south-east corner of Brooks Air Force Base. The building will be about 30,000 to 35,000 sq. ft. (map included to show the site). The site works because it is adjacent to the base and serves the students in the southern portion of San Antonio, the targeted student area.

The building will meet all current building codes which will take into account the needs of disabled students.

A copy of the land sale contract will be provided.

The lease will be negotiated directly between the board of directors and the group of investors.

At this time, the facility will be used specifically for the school.

For information on the specific cost of the facility, please refer to questions #3.

See attached Somerset Academy Inc. audit for June 30, 2005

See attached Somerset Academy Inc. audit for June 30, 2005

Management Agreement

**Brooks Academy of Science & Engineering
(BASE)**

CHARTER SCHOOL MANAGEMENT AGREEMENT
BETWEEN
BROOKS ACADEMY OF SCIENCE AND ENGINEERING
(BASE)
AND
ACADEMICA MANAGEMENT SW LLC

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CHARTER SCHOOL MANAGEMENT AGREEMENT

This is an Agreement for the Management and Administration of a Charter School by and between **BROOKS ACADEMY OF SCIENCE AND ENGINEERING** (“Brooks Academy”) and **ACADEMICA MANAGEMENT SW LLC** (“Academica”)

WHEREAS, Brooks Academy has a contract with Texas Education Agency (also referred to as the “Sponsor”) to operate a charter school, Brooks Academy (the “School”);

WHEREAS, the School is governed by its Board of Directors (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Brooks Academy desires to ensure that its School is professionally managed and operated in accordance with the requirements of its contract with Texas Education Agency and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Academica has been established to provide professional management and consulting services to Charter Schools;

WHEREAS, it is Academica’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

WHEREAS, officials of Academica are familiar with the governmental agencies and requirements needed to establish and operate a Charter School as well as the

requirements of all State and Federal authorities and of the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, officials of Academica are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for Charter School programs in other states;

WHEREAS, officials of Academica have attended and will continue to attend the numerous local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Academica manages a network of charter schools and believes that there are benefits to be obtained from having a uniform system-wide reporting, record-keeping and accountability system and benefits to having a wide variety of employment opportunities and options available to the employees of Charter Schools managed by Academica; and

WHEREAS, Brooks Academy and Academica desire to enter into agreements for the purpose of having Academica manage and administer the School;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF ACADEMICA:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

The School engages Academica to provide management services to the School. Academica accepts such engagement pursuant to the terms of this Agreement.

3. Management and Administrative Duties

Academica will coordinate the management and administrative duties required to operate the School. In connection with this, Academica will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. In providing services, Academica will comply with all Board and School policies and procedures, and with all applicable state and federal rules and regulations. Academica's services will include, but not limited to, facility design, staffing recommendations, and human resource coordination. In addition, Academica's services shall include the day to day administration of the School such as regulatory compliance, legal and corporate upkeep, and the maintenance of the books and records of the School as well as the bookkeeping, budgeting and financial forecasting that is provided to the governing Board for its oversight. The Board will review the recommendations made by Academica and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Academica will attend the meetings of the Board and the staff of the School. Unless otherwise instructed by the Board, Academica shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of State law regarding such meetings and record keeping.

5. Record Keeping

Academica will maintain the records of the School at the location designated by the Board. Academica will ensure compliance with the State requirements for record keeping. In addition, Academica will ensure that designated on site staff receives proper training.

6. **Bookkeeping**

Academica will coordinate with the accounting firms selected by the Board and serve as liaison with them to ensure the accuracy and timeliness of financial reporting and record keeping as may be required by the Sponsor and State law.

7. **Staff Administration**

Academica will identify and propose qualified teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed by the School will be certified as required by Texas state law. The School may employ or contract with skilled selected non-certified personnel to assist instructional staff members as teachers' aides.

Academica will coordinate with the Board or the Hiring Committee established by the Board to select individuals for School based positions.

Employees selected will be hired as School employees. Academica will prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

Academica will propose a professional employee management company to the Board which can perform the human resource services for the School. Once the Board approves a human resource provider Academica will coordinate such services.

The Board will have complete discretion to decide which professional employee management company and its method of human resource management to use, if any. Academica agrees to act as the liaison for the School vis-à-vis the human resource services provider.

All School-based employees will be assigned to the School and may only be removed, dismissed, or transferred by Board approval.

8. Financial Projections

Academica will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Texas Schools, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified accounting firm, will adopt accounting policies and procedures.

Academica will prepare, with the review and approval of the Board, regular financial statements to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principals. These statements will be provided in advance of the deadline for submission of such reports to the Sponsor.

The School will provide the Sponsor with annual audited financial reports as designated by the Sponsor. These reports will be prepared by an independent and certified accounting firm. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with generally accepted accounting principals for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object.

9. Designated Contact Person

The designed contact person at Academica shall be Fernando Zulueta. An alternate contact person shall be Maggie Fresen.

10. Grant Solicitation

In consultation and with Board approval, Academica will solicit grants available for the funding of charter schools from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to; federal grants programs and various continuation grants for charter schools.

11. Financing Solicitation and Coordination

Academica will coordinate obtaining financing from private and public sources for loans desired by the Board.

12. Other Funding Sources

Academica will coordinate the solicitation of funds from the appropriate state or local agencies. Similarly, Academica will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to Charter Schools from time to time.

13. Annual Reporting

Academica will coordinate the preparation of the Annual Report required by the Charter School Legislation for the School.

The Report will be submitted to the Board for approval, and Academica will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

14. Student Assessment

Academica will coordinate a student assessment methodology and retain on behalf of the School professionals to administer and evaluate results. Academica will

provide the Board with proposals from professionals offering to provide assessment and student evaluation services for the Board either to approve or reject.

15. School Board Representation

Academica will serve as primary liaison with the Texas Education Agency and its officials on behalf of the School. In connection therewith, Academica representatives will attend required meetings and public hearings.

16. Governmental Compliance

Academica will ensure compliance with state regulations and reporting requirements of the Charter School.

17. Charter Renewal Coordination

Academica will work with the Board and coordinate with the Sponsor for the renewal of the School's Charter on a timely basis.

18. Curriculum Development

Academica shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations.

19. Pre-School, After-Care, Early Drop-Off

Academica shall identify and or develop Pre-School, After-Care, Early Drop-Off programs to be offered as services ancillary but separate from the operations of the School. These are programs that are not encompassed by the Charter School Agreement between the School and the Sponsor. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Academica to do so. In furtherance of that, Academica will retain the necessary operators to provide the underlying services to the parents and students desiring them. Academica will coordinate the provision of those

services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Academica and/or the selected service providers shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the School for any liability resulting from them.

20. Facilities Identification Expansion, Design and Development

Academica shall coordinate with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Academica shall assist the School in planning the design of new facilities or in the expansion of existing ones. Further, Academica shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

21. Systems Development

Academica will identify and develop school information system to be used in connection with the administration and reporting system for the school. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

22. Initial Term

The term of the Agreement shall commence on the start of the 2005-2006 school year. The commencement date shall be deemed to be July 1, 2005.

The maximum length of this Agreement shall be five (5) years. The first three (3) years this Agreement shall be automatically renewed at the end of the school year unless the Board for cause terminates this Agreement. The subsequent two (2) years of this Agreement shall be automatically renewed at the end of the school year unless the Board for any reason terminates this Agreement. At the conclusion of the five terms the School shall have the option to renew this contract with Academica. Academica agrees to renew the agreement at the School's option unless the School breaches the contract.

23. Renewal

Unless terminated by the Board, the terms of this Agreement shall be renewed along with any renewals to the Charter Agreement.

24. Termination

The Board shall have the right to terminate this Agreement for cause by providing sixty (60) days notice to Academica. "Cause" shall be defined to include, but not limited to, a material breach of this Agreement by Academica, the failure of Academica to provide educational support and management services sufficient to operate the School in a manner that complies with the standards of the Sponsor, any debarment of or similar action against Academica by any governmental entity or any action or conduct by Academica or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the safety of students. If the Sponsor terminates or materially changes its Charter Agreement with the School or Board for the operation of the School, the School or Board and Academica may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party.

COMPENSATION

25. Base Compensation

The School shall pay Academica a Charter School Management fee of \$450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided the School receives such funds. The School or the Board shall have no obligation to pay such fee before receiving the funds from the State of Texas. The fee shall be payable in equal monthly installments. The fee shall be adjusted annually at each anniversary based on the change in the prior year's Consumer Price Index or on the basis of the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less.

26. Additional Services

Academica will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the school, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement of other professionals or consultants who may be independent from Academica or part of Academica's network of consulting professionals.

27. Reimbursement of Costs

Academica shall be reimbursed for actual costs it incurs in connection with travel, lodging, and food required attending conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

28. Incurred Expenses

At the Board's and Academica's discretion, the base compensation, additional services, and reimbursable costs incurred for the current fiscal year may be realized for the following fiscal year.

OTHER MATTERS

29. Conflicts of Interest

No officer, shareholder, employee or director of Academica may serve on the Board.

30. Insurance and Indemnification

Academica shall carry liability insurance and indemnify the School for acts or omissions of Academica. Academica agrees to provide, upon request of the Board, certificates of insurance with carriers, in amount and for terms reasonably acceptable to the Board. Academica hereby agrees to indemnify, hold harmless and protect the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which the School and/or Board may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Academica, its employees or agents.

31. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or

otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any substantial amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party; such consent shall not be unreasonably withheld.

(4) No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Texas and shall be interpreted according to the laws of that state. If a dispute arises the venue shall be the State of Texas, County of Bexar.

(8) In the event of a dispute, the prevailing party shall be awarded attorney's fees.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica Management SW LLC
6255 Bird Road
Miami, FL 33155
Attn: Maggie Fresen

Brooks Academy of Science and Engineering
8030 Challenger Drive
San Antonio, TX 78235
Attn: Cyndy Hanson

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of BROOKS ACADEMY OF SCIENCE AND ENGINEERING held on the _____

day of _____ 2005. At that meeting, the undersigned Director of
BROOKS ACADEMY OF SCIENCE AND ENGINEERING was authorized by the
Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
the day and year first above written.

BROOKS ACADEMY OF SCIENCE AND ENGINEERING

By: _____
President

Name: Victor Berro

ACADEMICA MANAGEMENT SW LLC

By: _____
Member

Name: Fernando Zuleta

Somerset Academy, Inc. Financial Audit

June 30, 2005

**Brooks Academy of Science & Engineering
(BASE)**

SOMERSET ACADEMY, INC.
MIRAMAR, FLORIDA

SPECIAL-PURPOSE
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT

JUNE 30, 2005

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VERDEJA, GRAVIER & DE ARMAS

PEDRO M. DE ARMAS, C.P.A.
ALEJANDRO D. GRAVIER, C.P.A.
LEONARDO GRAVIER, C.P.A.
LEONARDO D. GRAVIER, C.P.A.
OCTAVIO A. VERDEJA, C.P.A.
OCTAVIO F. VERDEJA, C.P.A.

INDEPENDENT AUDITORS' REPORT

Board of Directors
Somerset Academy, Inc.
Miramar, Florida

JOSE M. IGLESIAS, C.P.A.
CARMEN LIANO-GOMEZ, C.P.A.
REGINO RODRIGUEZ, C.P.A.

We have audited the accompanying special-purpose statements of financial position of Somerset Academy, Inc. (the "Organization") as of June 30, 2005, and the related special-purpose statements of activities and cash flows for the year then ended. These special-purpose financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these special-purpose financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the special-purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the special-purpose financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall special-purpose financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The accompanying special-purpose financial statements were prepared for the purpose of complying with lease agreements with Zions Bank.

In our opinion, the special-purpose financial statements referred to above present fairly, in all material respects the financial position of the Organization, as of June 30, 2005 and the changes in its net assets and cash flows for the year then ended, on the basis of accounting indicated in Note 1 to these special-purpose financial statements.

This report is intended solely for the information and use of the boards of directors and management of the Organization and Zions Bank and should not be used for any other purpose.

Verdeja Gravier & De Armas
CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 23, 2005

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

201 ALHAMBRA CIRCLE, SUITE 901, CORAL GABLES, FL 33134

OFFICE: 305.446.3177 • FAX: 305.446.6319

SOMERSET ACADEMY, INC.
SPECIAL-PURPOSE STATEMENT OF FINANCIAL POSITION
JUNE 30, 2005

ASSETS

CURRENT ASSETS

Cash	\$ 879,625
Accounts receivable	36,746
Prepaid expense	169,261
Due from charter schools	149,692
Due from agencies	171,291
Total Current Assets	<u>1,406,615</u>

Deposits	61,481
Property & Equipment, Net	850,258
Due from related party	134,515
Total Assets	<u>\$ 2,452,869</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Salaries and wages payable	\$ 335,149
Accounts payable	1,166,456
Deferred revenue	435,287
Due to other charter schools	183,216
Leases payable - current portion	2,596
Total Current Liabilities	<u>2,122,704</u>

NET ASSETS

Unrestricted	<u>330,165</u>
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TOTAL NET ASSETS	<u>330,165</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,452,869</u>
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The accompanying notes are an integral part of this special-purpose financial statement.

SOMERSET ACADEMY, INC.
SPECIAL-PURPOSE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2005

SUPPORT AND REVENUE	
Capital outlay funding	\$ 541,610
Other grants	202,855
County funding	7,693,253
Start-up grants	302,074
Pre-K and Leap program fees	502,119
Lunch program fees	12,366
Fundraising and other revenue	274,959
TOTAL SUPPORT AND REVENUE	<u>9,529,236</u>
OPERATING EXPENSES	
Instruction	4,468,443
Instructional Media Services	60
Instructional staff training services	2,795
Pupil Personnel Services	412
Board	42,113
General Administration	1,338
School Administration	937,696
TOTAL OPERATING EXPENSES	<u>5,452,857</u>
EXCESS SUPPORT AND REVENUE OVER OPERATING EXPENSES AND BEFORE FACILITY EXPENSES	<u>4,076,379</u>
FACILITY EXPENSES	
Facilities Acquisition and Construction	8,494
Fiscal Services	242,245
Food Services	105,079
Central Services	253,457
Operation of Plant	2,518,110
Plant Improvement and Maintenance	147,879
Community Services	313,257
TOTAL FACILITY EXPENSES	<u>3,588,521</u>
CHANGE IN NET ASSETS	487,858
Net deficit at beginning of year	<u>(157,693)</u>
Net assets at end of year	<u>\$ 330,165</u>

The accompanying notes are an integral part
of this special-purpose financial statement.

SOMERSET ACADEMY, INC.
SPECIAL-PURPOSE STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2005

Cash Flows from Operating Activities	
Change in net assets	\$ 487,858
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	217,516
Change in Assets and Liabilities:	
Increase in accounts receivable and due from agencies	(56,735)
Increase in prepaid expenses	(147,224)
Increase in deposits	(1,593)
Decrease in due from related party	505,485
Increase in salaries payable	9,156
Increase in accounts payable	148,003
Increase in defferred revenue	435,287
Decrease in due to other charter schools	(282,227)
Total adjustments	<u>827,668</u>
Net Cash Provided by Operating Activities	1,315,526
 Cash Flows from Investing Activities	
Acquisition of property and equipment	(370,741)
Net Cash Used in Investing Activities	<u>(370,741)</u>
 Cash Flows used by Financing Activities	
Payment of line of credit, net	(165,934)
Payments on leases payable	(24,139)
Net Cash Used in Financing Activities	<u>(190,073)</u>
 Net increase in cash and equivalents	754,712
 Cash, at beginning of year	<u>124,913</u>
 Cash, at end of year	<u>\$ 879,625</u>

The accompanying notes are an integral part
of this special-purpose financial statement.

SOMERSET ACADEMY, INC.
NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENTS
JUNE 30, 2005

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations:

Somerset Academy, Inc. (the "Organization"), is a not-for-profit organization composed of six charter schools educating children from kindergarten through the twelfth grade. The six charter schools are Somerset Academy (f/k/a Somerset Neighborhood School), Somerset Academy High School, Somerset Academy Davie, Somerset Academy (Miami-Dade County), Somerset Academy High School (Miami-Dade County), Somerset Academy Middle School, collectively the "Schools." The Schools operate under a charter of the District School Board of Broward and Miami-Dade Counties in the state of Florida and are considered a component unit of such boards. The Organization has various charter expirations through June 30, 2014. They are all renewable for terms of five to fifteen years. The Organization is funded by the Broward and Miami-Dade County School Systems and in addition, receives government grants.

These special-purpose financial statements are for the year ended June 30, 2005, when the Organization's enrollment amounted to 1508 students.

Basis of Accounting and Presentation:

The individual charter schools under the Organization are required to report as component units of the District School Board of Broward and Miami-Dade County under GASB 34 and have done so in separately issued financial statements. These special-purpose financial statements are prepared in accordance with accounting principles generally accepted in the United States of America for non-governmental, not-for-profit organizations.

For purposes of these special-purpose financial statements, the Organization has adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made" and SFAS No. 117, "Financial Statements of Not-for-Profit Organizations". SFAS No. 116 requires the recognition of unconditional promises. SFAS No. 117 establishes external financial reporting for not-for-profit organizations which includes three basic financial statements and the classification of resources into three separate classes of net assets, Unrestricted, Temporarily Restricted and Permanently Restricted.

The net assets categories as reflected in the accompanying special-purpose financial statements are as follows:

Unrestricted

Net assets which are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in permanently or temporarily restricted net assets.

Temporarily Restricted

Net assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of the Organization pursuant to those stipulations. There were no temporarily restricted net assets as of June 30, 2005.

Permanently Restricted Fund

Net assets whose use by the Organization is limited by donor-imposed stipulations that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Organization. There are no permanently restricted funds.

Restricted Contributions whose Restrictions Are Met in the Same Reporting Period

Donor restricted contributions whose restrictions are met in the same reporting period are reported initially as temporarily restricted and later reclassified to the unrestricted fund once the restrictions expire.

SOMERSET ACADEMY, INC.
NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENTS
JUNE 30, 2005

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash Equivalents:

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when purchased.

Accounts Receivable and Due from Agencies:

Substantially all of the accounts receivable and due from agencies are for programs under which the services have been provided by the Organization.

Property and Equipment, Depreciation and Amortization

The Organization's property, plant and equipment with useful lives of more than one year are stated at historical cost. Donated assets are stated at fair value on the date donated. The Organization generally capitalizes assets with cost of \$500 or more. Building improvements, additions and other capital outlays that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. Estimated useful lives, in years, for depreciable assets are as follows:

Building and Improvements	10-20 Years
Furniture, Fixtures and Equipment	5 Years
Audiovisual Materials	5 Years
Computer Software	3 Years

Allocation of Administrative & Indirect Costs:

Professional and Allocated Support Services are allocated based on amounts budgeted by senior management and by way of analysis as to time expended for each program. Excess supporting services, if any, are allocated between the Restricted and Unrestricted Funds to the extent allowed by the various programs and grants.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Sources:

Revenues for current operations are received primarily from the Miami-Dade and Broward County District School Boards (the "Districts") pursuant to the funding provisions included in the School's charters. In accordance with the funding provisions of the charters and Section 1002.33, Florida Statutes, the Schools report the number of full-time equivalent (FTE) students and related data to the Districts. Under the provisions of Section 1011.62, Florida Statutes, the Districts report the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program. Funding for the Schools is adjusted during the year to reflect the revised calculations by the FDOE under the Florida Education Finance Program and the actual weighted full-time equivalent students reported by the Schools during the designated full-time equivalent student survey periods. In addition, the Schools receive an annual allocation of charter school capital outlay funds for leasing of school facilities.

SOMERSET ACADEMY, INC.
NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENTS
JUNE 30, 2005

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes:

The Organization qualifies as a tax-exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State income tax is required.

NOTE 2 – DUE FROM AGENCIES

Due from other agencies is comprised of amounts due from the Broward County School Board as follows:

School Recognition Award	\$ 117,251
FTE	<u>54,040</u>
	<u>\$ 171,291</u>

In 2004, The Organization (Somerset Academy Charter High School), recorded an estimated receivable in the amount of \$50,000 due to underpayment of FTE revenues. The Broward County District School Board is in the process of appealing the underpayment to the Florida Department of Education. Management expects to collect this receivable in full.

NOTE 3 – ORGANIZATION’S MANAGEMENT

The Organization has entered into an agreement with Academica Corporation, a professional charter school management company, to provide management and administrative services to the Schools. In providing management services to the Schools, officers of the management company also serve as officers of the School, however none serve as members of the Board of Directors. The contract calls for a fee of \$450 per student per year and is renewable annually. During the year ended June 30, 2005, the Schools incurred approximately \$694,315 in management fees, of which \$907,200 were due to the management company at year end and are included in accounts payable.

NOTE 4 – PROPERTY AND EQUIPMENT

The following is a summary of property and equipment as of June 30, 2005:

Property and Equipment	
Building and Fixed Equipment	\$ 87,353
Furniture, Equipment and Textbooks	1,189,174
Audiovisual Materials	12,938
Property Under Capital Leases	51,449
Computer Software	<u>41,816</u>
Total	1,382,730
Less Accumulated Depreciation	(532,472)
Property and Equipment, net	<u>\$ 850,258</u>

Depreciation expense for the year ended June 30, 2005 was \$217,516 and is allocated to the various functions in the Special-purpose Statement of Activities.

SOMERSET ACADEMY, INC.
NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENTS
JUNE 30, 2005

NOTE 5 ~ LINES OF CREDIT AND RELATED PARTIES

Various Schools under the Organization have lines of credit provided by the management company for their use on an as needed basis. There were no outstanding balances as of June 30, 2005.

During 2005, the Organization rented space for its school facilities from Doral Academy High School (a component unit of the District School Board of Miami-Dade County). Total amounts charged by Doral Academy High School for reimbursement for the use of facilities were \$48,633. In addition, the Organization reimbursed Doral Academy High School \$74,959 for salaries and benefits. As of June 30, 2005, the balance due from Doral Academy High School was \$108,081.

During 2005, the Organization rented space for its school facilities from Doral Academy Middle School (a component unit of the District School Board of Miami-Dade County). Total amounts paid to Doral Academy Middle School were approximately \$65,000 from inception through June 30, 2005 for rent, utilities, insurance and maintenance. In addition, the Organization reimbursed Doral Academy Middle School for salaries and benefits expense of approximately \$88,000. Finally as of June 30, 2005, amounts due from Doral Academy Middle School were \$29,856.

As of June 30, 2005, the Organization had a due to Somerset Academy Middle School and Mater Academy Middle School in the amount of \$33,216 and \$150,000, respectively.

NOTE 6 ~ COMMITMENTS AND OPERATING LEASES

The Organization leases its facilities under lease agreements with terms expiring through August 2024. Total lease payments paid by the Organization were approximately \$1,500,000. Lease payments are subject to annual increases based on the Consumer Price Index. During the lease term, the Organization has the option to renew the lease for a five-year term.

The Organization also leases various office equipment for approximately \$28,500 a month with various expirations through August 2009.

Rent Expense for the year ended June 30, 2005 was approximately \$ 1,863,000.

Future payments under operating leases are as follows:

<u>Fiscal Year</u>	
2006	\$ 1,559,310
2007	1,524,234
2008	1,461,240
2009	1,390,608
2010	1,387,445
Thereafter in prorata five year terms	\$ 17,758,319

SOMERSET ACADEMY, INC.
NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENTS
JUNE 30, 2005

NOTE 7 – DEPOSITORY POLICY AND CREDIT RISK

It is the Organization's policy to maintain cash and cash equivalents in major banks and in high grade investments. The Organization's bank accounts are covered by the Federal Depository Insurance Corporation (FDIC) up to \$100,000 per account. With this policy, the Organization limits its amount of credit exposure by maintaining bank accounts under this amount. Any balance over \$100,000 is mostly collateralized by U.S. Governmental Obligations under a repurchase agreement with Wachovia Bank. However, as of June 30, 2005 the Organization had deposits which exceeded the federally insured limits by \$151,072.

NOTE 8 – GRANTS

In the normal course of operations, the Organization receives grant funds from various federal, state and local agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not reflected in these special-purpose financial statements.

NOTE 9 – COMPENSATED ABSENCES

The Organization grants a specific number of days of vacation/sick/personal leave. Full time instructional employees are eligible for ten days per year. Employees, excluding administrators, wishing carry forward unused days, at year-end, may only carry forward a maximum number of five days. The remaining number of unused days must be cashed out at a rate of \$50.00 per day. A full time instructional employee may only have a maximum number of fifteen vacation/sick/personal days at the beginning of any school year, ten for the current year and five carried over from previous years.

SUPPLEMENTARY INFORMATION



VERDEJA, GRAVIER & DE ARMAS

PEDRO M. DE ARMAS, C.P.A.
ALEJANDRO D. GRAVIER, C.P.A.
LEONARDO GRAVIER, C.P.A.
LEONARDO D. GRAVIER, C.P.A.
OCTAVIO A. VERDEJA, C.P.A.
OCTAVIO F. VERDEJA, C.P.A.

JOSE M. IGLESIAS, C.P.A.
CARMEN LLANO-GOMEZ, C.P.A.
REGINO RODRIGUEZ, C.P.A.

INDEPENDENT AUDITORS' REPORT ON
SUPPLEMENTARY INFORMATION

Board of Directors
Somerset Academy, Inc.
Miramar, Florida

Our audit was made for the purpose of forming an opinion on the special-purpose financial statements of Somerset Academy, Inc. taken as a whole. The accompanying special-purpose statement of financial position by charter school and special-purpose statement of activities by charter school for the year ended June 30, 2005, which are also the responsibility of the Organization's management, is presented for purposes of additional analysis and are not a required part of the special-purpose financial statements. Such schedules have been subjected to the auditing procedures applied in our audit of the special-purpose financial statements and, in our opinion, are fairly stated in all material respects when considered in relation to the special-purpose financial statements taken as a whole.

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
September 23, 2005

CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

201 ALHAMBRA CIRCLE, SUITE 901, CORAL GABLES, FL 33134

OFFICE: 305.446.3177 • FAX: 305.446.6319

SOMERSET ACADEMY, INC.
SPECIAL-PURPOSE STATEMENT OF FINANCIAL POSITION BY CHARTER SCHOOL
JUNE 30, 2005

	Somerset Academy School	Somerset Academy High School	Somerset Academy Davie Charter School	Somerset Academy (Dade Campus)	Somerset Academy Middle School (Dade Campus)	Somerset Academy High School (Dade Campus)	Eliminations	TOTAL
CURRENT ASSETS								
Cash	\$ 332,734	\$ 31,456	\$ 85,345	\$ 84,496	\$ 215,659	\$ 129,935	\$ -	\$ 879,625
Accounts receivable	28,515	8,231	-	-	-	-	-	36,746
Prepaid Expense	54,932	53,035	-	55,369	1,950	3,975	-	169,261
Due from other charter schools	-	159,444	-	-	29,856	108,081	(147,689)	149,692
Due from agencies	87,344	79,907	-	-	-	4,040	-	171,291
Total Current Assets	503,525	332,073	85,345	139,865	247,465	246,031	(147,689)	1,406,615
Deposits	45,301	6,027	8,198	1,955	-	-	-	61,481
Property & Equipment, Net	511,439	225,724	82,791	29,821	483	-	-	850,258
Due from Related Party	134,515	-	-	-	-	-	-	134,515
Total Assets	\$ 1,194,780	\$ 563,824	\$ 176,334	\$ 171,641	\$ 247,948	\$ 246,031	\$ (147,689)	\$ 2,452,869
LIABILITIES								
Salaries and wages payable	\$ 231,540	\$ 62,301	\$ 33,947	\$ 7,361	\$ -	\$ -	\$ -	\$ 335,149
Accounts payable	830,956	236,260	35,994	63,129	55	62	-	1,166,456
Deferred revenue	-	-	22,600	58,373	172,500	181,814	-	435,287
Due to other charter schools	297,689	33,216	-	-	-	-	(147,689)	183,216
Leases payable - current portion	-	2,596	-	-	-	-	-	2,596
Total Current Liabilities	1,360,185	334,373	92,541	128,863	172,555	181,876	(147,689)	2,122,704
NET ASSETS (DEFICIT)								
Unrestricted	(165,405)	229,451	83,793	42,778	75,393	64,155	-	330,165
Total Net Assets (Deficit)	(165,405)	229,451	83,793	42,778	75,393	64,155	-	330,165
Total Liabilities and Net Assets	\$ 1,194,780	\$ 563,824	\$ 176,334	\$ 171,641	\$ 247,948	\$ 246,031	\$ (147,689)	\$ 2,452,869

The accompanying notes are an integral part
of this special-purpose financial statement.

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SOMERSET ACADEMY, INC.
SPECIAL-PURPOSE STATEMENT OF ACTIVITIES BY CHARTER SCHOOL
FOR THE YEAR ENDED JUNE 30, 2005

	Somerset Academy School	Somerset Academy High School	Somerset Academy Davie Charter School	Somerset Academy (Dade Campus)	Somerset Academy Middle School (Dade Campus)	Somerset Academy High School (Dade Campus)	TOTAL
SUPPORT AND REVENUE							
Capital outlay funding	\$ 367,238	\$ 174,372	\$ -	\$ -	\$ -	\$ -	\$ 541,610
Other grants	-	-	202,855	-	-	-	202,855
County funding	4,782,024	1,594,027	765,173	208,781	194,596	148,652	7,693,253
Start-up grants	-	-	-	179,880	65,754	56,440	302,074
Pre-K and Leap program fees	502,119	-	-	-	-	-	502,119
Lunch program fees	12,366	-	-	-	-	-	12,366
Fundraising and other revenue	150,044	4,607	101,386	18,730	156	36	274,959
TOTAL SUPPORT AND REVENUE	5,813,791	1,773,006	1,069,414	407,391	260,506	205,128	9,529,236
OPERATING EXPENSES							
Instruction	2,947,647	921,692	407,382	102,316	84,643	4,763	4,468,443
Instructional Media Services	-	-	60	-	-	-	60
Instructional Staff Training Services	1,325	-	-	1,470	-	-	2,795
Pupil Personnel Services	-	-	412	-	-	-	412
Board	16,810	10,330	10,330	1,571	1,572	1,500	42,113
General Administration	1,338	-	-	-	-	-	1,338
School Administration	427,729	217,877	136,931	72,449	10,095	72,615	937,696
TOTAL OPERATING EXPENSES	3,394,849	1,149,899	555,115	177,806	96,310	78,878	5,452,857
EXCESS SUPPORT AND REVENUE OVER OPERATING EXPENSES AND BEFORE FACILITY EXPENSES							
	2,418,942	623,107	514,299	229,585	164,196	126,250	4,076,379
FACILITY EXPENSES							
Facilities Acquisition and Construction	4,324	-	4,170	-	-	-	8,494
Fiscal Services	148,150	46,575	25,208	9,312	6,875	6,125	242,245
Food Services	70,626	12,436	11,282	10,735	-	-	105,079
Central Services	152,166	49,563	27,248	11,480	6,875	6,125	253,457
Operation of Plant	1,617,037	443,911	188,300	143,964	75,053	49,845	2,518,110
Plant Improvement and Maintenance	91,722	31,057	19,444	5,656	-	-	147,879
Community Services	270,035	-	37,562	5,660	-	-	313,257
TOTAL FACILITY EXPENSES	2,354,060	583,542	313,214	186,807	88,803	62,095	3,588,521
CHANGE IN NET ASSETS							
	64,882	39,565	201,085	42,778	75,393	64,155	487,858
Net assets (deficit) at beginning of year	(230,287)	189,886	(117,292)	-	-	-	(157,693)
Net assets (deficit) at end of year	\$ (165,405)	\$ 229,451	\$ 83,793	\$ 42,778	\$ 75,393	\$ 64,155	\$ 330,165

The accompanying notes are an integral part of this special-purpose financial statement.

8/1

Special Education

11th Generation

Application Review

Brooks Academy of Science & Engineering
(BASE)

BROOKS ACADEMY OF SCIENCE AND ENGINEERING (BASE) CHARTER SCHOOL

SPECIAL EDUCATION 11TH GENERATION APPLICATION REVIEW

Grade Levels: 6-12
Enrollment: 700
Region: 20

A review of the Open-Enrollment Charter Application resulted in the following concerns and contingencies. Submit the required responses in the order and with the section heading presented below.

Acronyms:

ARD = admission, review, and dismissal
ECI = early childhood intervention

ESC = education service center
ESY = extended school year program

IEP = individualized education program
FAPE = free and appropriate public education

Column A	Col. B	Column C	Column D
SECTION	Page	CONCERNS	CONTINGENCIES A
10. Special Needs Students			
a. Projected Special Ed Enrollment	69	NA	NA
b. How staff will conduct Child-Find	70	Unclear who will conduct evaluations and involvement with Region 20 ESC and other agencies. Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.)
c. Accessing staff for evaluation	70	Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.)
d. Accessing staff for special education and related services	70	Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services

			evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.)
e. Ensuring a full continuum of placement options	71	Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.)
f. How staff will provide FAPE for expelled students	71	Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on <i>multi-disciplinary</i> teams. Insufficient explanation of where services will be provided and how to provide a free and appropriate education to expelled students.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.) Submit revisions that address/correct concerns described in column C.
g. Initial placement of transfer students	71	Insufficient information regarding transfer process and related issues.	Submit revisions that address/correct concerns described in column C.
h. How school will provide ESY services	72	Insufficient information regarding <i>where</i> services will be provided and by whom. Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.) Submit revisions that address/correct concerns described in column C.
i. How school will meet the needs of students meeting criteria for dyslexia	72	Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams. Insufficient explanation of where services will be provided and how services will be provided to students with dyslexia.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.) Submit revisions that address/correct

			concerns described in column C.
j. How school will meet the needs of students meeting criteria for Section 504 services		Insufficient explanation of how charter holder will access a sufficient variety of staff for conducting assessments and/or serving on multi-disciplinary teams. Insufficient explanation of where services will be provided and how services will be provided to students meeting criteria for Section 504 services.	Provide sufficient evidence that the proposed school will have the capacity to provide a wide range of appropriate personnel to conduct special education and related services evaluations and provide services (e.g. plans, contracts, agreements, resources, job descriptions/qualifications, administrative responsibilities, etc.) Submit revisions that address/correct concerns described in column C.

Important note: For assistance, please contact your Regional Education Service Center (ESC) Charter Schools representative. If you have contacted your ESC and have additional questions, you may contact the TEA Division of IDEA Coordination at 512-463-9414.

BROOKS ACADEMY OF SCIENCE & ENGINEERING (BASE)
Contingency corrections – Section 10

Correction 10 a. NA

Correction 10 b.

As written in IDEA 2004 Section 613, BASE Academy will serve children with disabilities in the same manner as the local educational agency serves children with disabilities, including providing supplementary and related services on site to the same extent to which the local agency has a policy or practice of providing such services.

BASE Academy will have in effect policies and procedures to ensure that all children with disabilities residing in BASE Academy's jurisdiction, regardless of the severity for their disability, and who are in the need of special education and related services, are identified, located, and evaluated.

Referral of students enrolled in BASE Academy for a full and individual initial evaluation for possible special education services will be a part of the school's overall, general education referral and screening system. Prior to referral, students experiencing difficulty in general classroom will be considered for all support services available to all students, such as tutorial, remedial, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, BASE Academy personnel will refer the student for a full and initial evaluation. This referral may be initiated by the school, parents or legal guardian, or another person involved in the education or care of the student.

BASE Academy will contact regional education service center (ESC) to train special education personnel. The school may also combine its system for identifying children in need of special education services with that of regional education service center if needed.

BASE Academy ensures that all the special education staff will be certified, endorsed, highly qualified, or licensed in the area of assignment.

BASE special education staff will have available the services of a special education supervisor that is highly qualified and state certified, and educational diagnostician, licensed specialist in school psychology, speech pathologist, counselor, physical therapist, occupational therapist, audiologist, and social worker whenever needed.

An SPECIAL NEEDS Specialist, who is highly qualified and state certified, will make sure that every teacher has a copy of their student's IEP, understands it, and is aware of what his or her responsibilities are in full order to fully implement the IEP. Among the many duties of the SPECIAL NEEDS Specialist, most important is to make sure each student's IEP is reviewed and updated annually. Data is collected annually on the student's progress in the area of instruction, social/emotional behavior, independent functioning, and communication in order to develop new IEP that is data driven and with the individual needs of the student in mind.

Correction to 10 C

BASE Academy will be able to access the multidisciplinary evaluation team members including licensed specialist in school psychology, speech pathologist, educational diagnostician, counselor, physical therapist, occupational therapist, audiologist, and social worker when needed. An educational diagnostician or school psychologist will be responsible for coordinating the full and individual process except in the case of speech referrals. For speech referrals, a speech pathologist will head the multidisciplinary team.

Corrections to 10 d

BASE Academy will provide special education services to eligible students as the disability condition is described and documented in the full and individual evaluation report and ARD documents. As described in 10 c (above) , BASE Academy special education staff will have available the services of a special education supervisor (certified and highly qualified), an educational diagnostician, licensed specialist in school psychology, speech pathologist, counselor, physical therapist, occupational therapist, audiologist, and social worker when needed.

Correction 10 e

Special education services will be provided in a variety of educational settings. Instructional settings will be based on the percentage of time or number of periods that the student receives direct, regularly special education services as required by the IEP and not on the student's disability.

Instructional arrangements will include the following but not limited to:

- No Instructional Setting: When a special educational setting is not appropriate, but special services are required, such as speech therapy or occupational therapy
- Mainstream: For students whose instruction and related services are provided in the regular education classroom with special education support
- Resource Room: For eligible students who need special education and related services in a setting other than the regular classroom for less than 50% of the day.
- For our middle school students requiring direct instruction in certain subject areas, we will have a State certified, highly qualified SPECIAL NEEDS teacher who will offer the following classes: SPECIAL NEEDS Reading, SPECIAL NEEDS Language Arts, and SPECIAL NEEDS Math.
- For our high school students, we will offer an SPECIAL NEEDS Learning Strategies class which counts as an elective credit and can be taken as often as needed during the high school years.
- For our middle and high school students that can function in a general education class (the least restrictive environment), we can offer consultative services, support facilitation, and collaboration with parents and teachers to insure that the students' needs are being met. We will also implement accommodations, as listed on the IEP, to make sure that the student can be successful within the general education classroom.

- For our students in need of speech and language services and/or any other area (i.e. physical therapy, occupational therapy), those needs are met through specialized direct (small group) instruction in a weekly pull out program with a licensed speech therapist and/or independent contractor.. Sometimes these needs can be met through consultative services between the speech therapist and the general education teacher and/or the student.
- Self-Contained Classroom: For students who need special education instruction and related services for 50% or more of the school's day on the regular school campus
- Vocational Adjustment Class: For students who are placed on a job with regularly scheduled supervision by special education teachers. This applies to full or part time job training/employment, as documented in a student's IEP
- Homebound: For eligible students who are served at home on hospital bedside. Students served on homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician. Other possible instructional arrangements included in the IEP continuum of placements will be included
- Hospital Class: For students in a classroom in a hospital facility or an approved residential care and treatment facility not operated by the school district
- State School for Persons with Mental Retardation: For students who currently reside at a state school
- Residential Care and Treatment Facility: For students who reside in approved care and treatment facilities within the school boundaries, but whose parents do not reside within the boundaries of the school. This includes students living in licensed foster homes

Correction 10 f

Need answer to provide a free and appropriate education (FAPE) for expelled students who are eligible for special education services

BASE Academy will develop and implement written procedures and policies that set forth the necessary steps to be followed when taking disciplinary actions with respect to students with disabilities:

- For short term removals totaling more than 10 school days in a school year which do not constitute a change of placement; and
- For short term removals totaling more than 10 school days in a school year which do constitute a change in placement: and
- For long term removals of more than 10 consecutive school days

For removals not constituting a change of placement, an ARD committee meeting will be convened either before or no later than 10 business days after first removing the student for more than 10 school days in a school year. A behavioral intervention plan should be implemented and agreed to by all parties attending this meeting.

For removals constituting a change of placement, not later than the date on which the decision to take action made, the parents must be notified of that decision and provided with the most current procedural safeguards notice and immediately, a review by the ARD committee and other

qualified personnel will be conducted of the relationship between the student's disability and the behavior subject to disciplinary action.

After a child has been removed from his or her current placement for more than 10 school days in the same school year BASE Academy will provide services to the extent required by 300.121(d)

Correction to 10 g.

Initial placement of transfer students

BASE Academy will determine the initial placement of new students eligible of special education services by:

- Verification of previous school in writing or telephone that the student was receiving services at that school
- Verification from parents that the student was receiving special education services in the previous school district

For a new student to BASE Academy, the ARD committee does not have to meet, if the following conditions are met:

- Previous district in Texas
- A copy of the current IEP is available
- The parents indicate in writing that they are satisfied with the current IEP and all data is up-to-date
- BASE Academy determines that the current IEP is appropriate and can be implemented as written

If the conditions above are not met, then an ARD meeting will be held. In this case, the ARD committee will provide temporary special education services until valid data from the previous school is received or the collection of new data is reviewed. In this case, another ARD meeting will be held to develop a new IEP based on current information.

Correction 10 h. Check if ESY can be done at home school

Extended school year (ESY) is defined as individualized instructional program beyond the regular school year for students enrolled in BASE Academy special education program. The need for ESY will be determined on an individual student basis by the ARD/IEP committee. The need for ESY will be documented from formal and informal evaluations. The documentation should demonstrate that in one or more critical areas addressed in the current IEP objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable time period. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired skills because of the absence or ESY.

The reasonable period of time for recoupment of acquired critical skills is to be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment will not exceed eight weeks.

A skill is critical when a loss of that skill results, or is reasonably expected to result, in any of the following unplanned occurrences during the first eight weeks of the next regular school year:

- Placement in a more restrictive instructional arrangement
- Significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services
- Loss of access to community-based independent living skills instruction or an independent living environment provided by non-educational sources as a result of regression in skills: or
- Loss of access to on-the-job training or productive employment as a result of regression in skills

Correction to 10 i. on dyslexia

BASE Academy personnel will ensure that procedures for identifying a student with dyslexia or related disorder and for providing appropriate instructional services to the student are implemented in the charter school.

The school will administer all state tests and book exams, and review teacher observations on all students. If, on the basis of the reading instrument's results, students are determined to be at risk for dyslexia or other reading difficulties, BASE Academy will notify the student's parents/guardians.

BASE Academy will implement an intensive reading program that appropriately addresses students' reading difficulties and enables them to "catch up" with their typically performing peers. If students during this intensive reading program demonstrate the characteristics of dyslexia or continue to struggle with skills, BASE Academy will initiate procedures to recommend these students for assessment. The information from testing, instructional personnel's observations and work samples will be a source for such recommendations.

BASE Academy will provide parents through individual conferences a parent education program or guidelines that stress characteristics of dyslexia, effective strategies for teaching dyslexic students, and awareness of information on modification, especially modifications allowed on standardized testing.

BASE Academy will establish written procedures for recommending and assessing students for dyslexia within the general education population. In addition to following state and federal guidelines, BASE Academy will also develop procedures that address the needs of its students.

The procedures will begin for students when they continue to struggle with reading skills. School personnel will use all information gathered to assist in the evaluation of the student's academic progress and determine what actions are needed to ensure the student's improved academic performance.

Information gathered will include the results from some of the following, but not limited to:

- Vision and hearing screening
- Teacher observations of concerned areas
- Samples of reading assessments
- Accommodations and modifications provided by classroom teachers
- Report cards
- Samples of school work
- Parent conferences and concerns
- Testing for limited English proficiency
- Student concerns
- Speech and language screenings through a referral process
- State student assessment and standardized tests' results

Correction to 10 j Section 504

BASE Academy will provide a free appropriate education to students who qualify under Section 504. BASE Academy will ensure that the student has access to all programs offered at school and is not subject to discrimination. Instruction will be individually designed to meet the student's needs as adequately as the needs of non-handicapped students. Before the child can be placed and receive special services, the parents will be notified and the child will be evaluated using validated tests and trained certified personnel. Placement decisions will be made by a group of persons knowledgeable about the child, the evaluation dates, and placement options, and the child will be placed in the least restrictive environment appropriate. Periodic re-evaluations will be conducted by trained certified personnel, including prior to any significant change in placement.

ACADEMICA MANAGEMENT SW, LLC

May 1, 2006

Ms. Erika Pierce
Texas Education Agency
Division of Charter Schools
1701 N. Congress Ave
Austin, TX 78701

Re: Generation 11 Applicant, Somerset Academy, Inc.
Brooks Academy of Science and Engineering

Dear Ms. Pierce:

Enclosed please find responses to the additional contingencies raised in the last correspondence from the Texas Education Agency dated March 16, 2006. I discussed some of the issues with Ms. Margaret Baker and believe this submission addresses outstanding issues. Until we move into our permanent offices, correspondence can be sent to me c/o:

Brooks Academy of Science and Engineering
P.O. Box 35417
San Antonio, Texas 78235-0417

or:

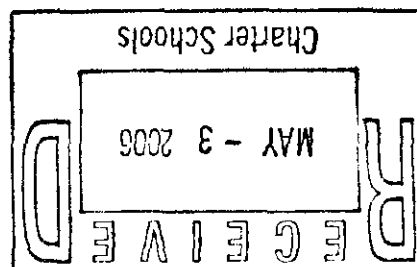
4835 Clemson Street
San Antonio, Texas 78249

If you have any questions, please do not hesitate to call me at 210.710.3823.

Sincerely,



Simon G. Salas
Chief Operating Officer
Academica Management SW, LLC, on behalf
of Somerset Academy, Inc.



**Contingency Corrections for Generation 11 Applicant
Dated May 1, 2006**

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1

LEGAL REVIEW OF GENERATION 11 APPLICATION
SUPPLEMENTARY INFORMATION, CORRECTIONS AND CLARIFICATION

May 1, 2006

1. REEXECUTED AND CORRECTED BIOGRAPHICAL AFFIDAVITS OF THE BOARD

- a. The information submitted in the contingency response dated February 28, 2006 regarding Dr. Ruth Jacoby is correct. Dr. Jacoby's resignation from the Board was previously submitted. She no longer has any connection to the Brooks Academy of Science and Engineering. Her affidavit is withdrawn.
- b. A newly executed and corrected biographical affidavit for Ms. Jacquinet is enclosed. Her prior affidavit was in error. She has never been employed by Academica.
- c. Newly executed affidavits for Mr. Pedraza and Ms. Hanson reflecting that they are only on the sponsoring entity board, are enclosed.

2. CORRECTIONS TO ADMISSIONS POLICY

Revised responses to 9(f) and 9(i) have been made. The admission policy with respect to applications received after the applications period has been revised. In addition, references to gender in 9(i) and the admissions document have been removed. Page 68 of the application as revised is attached. A revised admissions application is also attached.

3. UNIFORM POLICY

A copy of the Uniform Policy and Dress Code is attached. Compliance with TEC § 11.162 is noted.

4. CORRECTIONS TO FACILITIES

The property that the school is to be built on has been purchased. The occupancy certificate will be provided once the facility has been completed and approved for use as a school. In the meantime, a completed Instructional Facilities Form is attached.

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Alejandra Salima Jacquinet
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
Marriage
Maiden Name (if female):
Abello
Other names used at any time:
not applicable
3. State your current home address:
4475 Nautilus Drive Miami Beach, Fl 33140
4. State your current home telephone number:
(305) 538-3027
5. Education: Dates, Names, Locations and Degrees
College:
Fashion Institute of Technology NYC, NY
Graduate Studies:
University of Miami Coral Gables, FL
Others:
Not applicable

6. List membership(s) in professional societies and associations:

Governing board member of Doral Academy and Somerset Academy

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

DATES	EMPLOYER	ADDRESS	POSITION
Present-2000	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Lead Teacher
2000-1998	Mater Academy	7700 NW 98 St Hialeah Gardens, FL	Teacher
1998-1997	Somerset Academy	Miramar, FL	Teacher
1997-1996	Ethel Koger Beckham Elem.	Miami, FL	Teacher

8 Present employer may be contacted: Yes No

9 Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Not applicable

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
1998-1997	Somerset Academy	Miramar, FL	Teacher
Present	Somerset Academics	Broward County, FL	Board Member
Present-1998	Mater Academy	Hialeah Gardens, FL	Lead Teacher
Present	Doral Academics	Doral area, FL	Board Member

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
-------	--------------------	---------	----------

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

State of Florida Department of Education Professional Educator's Certificate Elementary Education (grades 1-6) English Speakers of other Languages Endorsement July 1, 2004-June 30, 2009

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. None
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. Not applicable

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 19th day of April, 2006.
I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

Alejandra Salima Jacquinet
(Signature of Affiant)

VERIFICATION

State of Florida
County of Miami-Dade

On this day, Alejandra Salima Jacquinet (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19 day of April, 2006.

Annette M Frances
(Notary Public)

(SEAL)



Annette M Frances
My Commission DD186870
Expires February 20, 2007

My commission expires 2/20/07

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
George Pedraza
2. Have you ever had your name changed or used another name?
No
If yes, give reason for the change:

Maiden Name (if female): _____
Other names used at any time: _____
3. State your current home address: 220 W. Mulberry Ave., San Antonio TX 78212
4. State your current home telephone number: 210-731-9868
5. Education: Dates, Names, Locations and Degrees
College:
1987, UTSA, San Antonio, TX, BA-Political Science
Graduate Studies:
1989, University of Pennsylvania, Philadelphia, PA, Master of City Planning
1990, Syracuse university, Syracuse, NY, Master of Public Administration
Others:

6. List membership(s) in professional societies and associations:

N/A

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

DATES	EMPLOYER	ADDRESS	POSITION
2001-Pres.	UBS Financial Services Inc.	200 Concorde Plaza, Ste 300 San Antonio TX 78216	Vice President
2001-Pres.	Re-Emerging markets of America, LLC., (self-employed)	220 W. Mulberry Ave. San Antonio TX 78212	President
19991-2001	City of San Antonio	P. O. Box 839966 San Antonio, TX 78283	Assistant to the City Manager
1993-1998	JP Morgan Chase Bank	1020 NE Loop 410 San Antonio, TX 78209	Senior Vice President

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

Re-Emerging Markets of America, LLC, 51% Partner
125 North San Marcos, LLC, 50% Partner

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
<u>None</u>			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
<u>None</u>			

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

Series 7 and 63, NASD, 1993, Currently Active

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.
-
16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:
-
17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:
-
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:
-
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:
-
20. Have you ever been adjudged bankrupt? No If so, give details:
-
21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:
-

Dated and signed this 19th day of April, 2006
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Affiant)

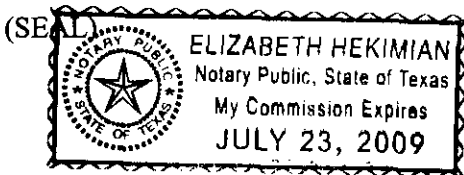
VERIFICATION

State of Texas
County of Bexar

On this day, George Pedraza (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of April, 2006.

[Signature]
(Notary Public)



My commission expires July 23, 2009

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Somerset Academy, Inc.

Full Name of Proposed Charter School Brooks Academy of Science and Engineering

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

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

1. Full Name (Initials Not Acceptable)
Cynthia Anne Hanson
2. Have you ever had your name changed or used another name?
Yes
If yes, give reason for the change:
Divorce
Maiden Name (if female):
Miller
Other names used at any time:
Cynthia Anne McBurnett
3. State your current home address:
2755 CR 5710, Devine TX 78016
4. State your current home telephone number:
830-665-4873
5. Education: Dates, Names, Locations and Degrees

College:
Aug 1994 - Palo Alto College, San Antonio, Texas - Associate of Arts
May 1996 - University of Texas, San Antonio, Texas - BBA Information Systems

Graduate Studies:
Aug 1999 - Our Lady of the Lake University, San Antonio, Texas - MBA Electronic Commerce

Others:

6. List membership(s) in professional societies and associations:

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

DATES	EMPLOYER	ADDRESS	POSITION
2003 – Pres.	Brooks Development Authority	8030 Challenger Dr. San Antonio TX 78235	Marketing & External Relations Director
2002-2003	Texas Engineering Experiment Station (TEES)	2509 Kennedy Cir, B-125 San Antonio TX 78235	Business Manager
1997-2001	Bearing Point, Inc. (Formerly KPMG Consulting, Inc.)	14100 San Pedro, Suite 700 San Antonio, TX 78232	Senior Consultant
1996-1997	Builders Square (out of business)	Datapoint San Antonio, TX	Computer Programmer
1994-1997	University of Texas at San Antonio	6900 Loop 1604W San Antonio, TX 78249	Student

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.

None

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
None			

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
None			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? No If so, please state the compensation you expect to receive. _____
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? No If so, give details:

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? No If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? No If so, give details:

20. Have you ever been adjudged bankrupt? No If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No If so, give details:

Dated and signed this 19th day of April, 2006.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Cynthia A. Hanson
(Signature of Affiant)

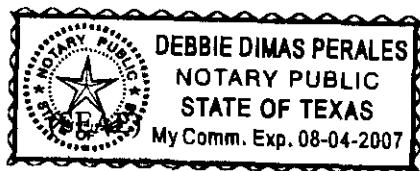
VERIFICATION

State of Texas
County of Bexar

On this day, Cynthia Hanson (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of April, 2006.

Debbie Dimas Perales
(Notary Public)



My commission expires 08-04-2007

The school will exempt from the lottery the siblings of returning students and the children of the school's founders (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.

- f) If the school will accept applications that are submitted outside of the designated application period, describe how the school will treat such applications.

Applications will be accepted outside the designated application period. Such students will be offered admission if there are vacancies. Once the number of applications submitted exceeds the number of seats available, student names will be added to a wait list, by grade in the order that they are received. As vacancies occur there will be a lottery as previously described. Students not selected in the lottery will be returned to the wait list and will participate in subsequent lotteries should admitted students leave during the school year. No other applications will be received until the following school year, unless the wait list is exhausted.

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

The school's non-discrimination statement is as follows: The BASE school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

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

- i) Describe the information that an applicant must provide in order to be considered for admission (not for enrollment, which occurs after an applicant has been offered admission and is registering). *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent/guardian or previous school.*

The application will request the following information:

- Address and parent/guardian relationship information and signatures
- Student name, date of birth, grade applying for and last school attended
- Telephone number, email address

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BROOKS ACADEMY OF SCIENCE AND ENGINEERING
APPLICATION FOR ADMISSION

Submit application to PO Box 35417, San Antonio TX 78235-0417 or fax to 210-494-4189

Parent/Guardian:
Last Name: _____ First Name: _____

Relationship: Mother _____ Father _____ Other _____ (check one)

Home Phone: () _____, Mobile Phone: () _____

Other Phone: () _____

E-mail Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Please Complete For Any Students You Wish To Enroll

Student #1
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #2
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #3
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

For School Use Only - Number: _____

Student #4
Last Name: _____, First Name: _____

Additional siblings submitting an application to BASE: (Student #2) (#3) (#4) (circle all that apply)

Birth date: Month: _____ Day: _____ Year: _____ Grade (as of Fall 2006): 6 7 8 9 (circle one)

Last School Attended: _____

Comments/Questions: _____

Are there any students not listed that may submit an application for admission at a later date?

Last Name: _____, First Name: _____

BROOKS ACADEMY OF SCIENCE AND ENGINEERING UNIFORM POLICY AND DRESS CODE

The appearance of the members of the Brooks Academy family is of paramount importance to us as we believe that pride in our appearance is fundamental to good character development and success.

The Board of Trustees believes that a uniform policy will improve the learning environment at the school. The following is the uniform policy that is endorsed by the Board. Students are required to follow this policy.

Please Note that the Uniform Policy will in all respects conform to TEC § 11.162. Should there be any inconsistency between this policy and any provision in TEC § 11.162, the TEC provision will control.

Moreover, students will be provided uniforms and science aprons free of charge upon a showing that they are economically disadvantaged. In addition, exemptions from the Uniform policy will be made for students if their parent or guardian provides a written statement that, as determined by the board of trustees, states a bona fide religious or philosophical objection to wearing uniforms. The Board will determine that a portion of the proceeds from the sale of school uniforms will be allocated to the "Uniform Fund". This fund will be used to purchase uniforms and science aprons for students that meet the criteria set forth in TEC § 11.162.

All Students

- 1) All students are required to wear straight cut, full length Khaki pants. These pants must not have cargo pockets, unusual tailoring and/or labels, may not be manufactured from jean material and must be fitted to the student correctly. Pants that are too big or too tight for the student are not acceptable and will be deemed in violation of the uniform code.
- 2) Belts must be worn at all times; these belts must be plain, black or brown leather belts and fastened securely at waist level. Pants must be worn at waist level. Loose or low pants will not be tolerated.
- 3) Shirts must be plain white polo shirts, bearing the Brooks Academy logo. Alternatively, a white button down shirt may be worn, again, bearing the school logo in the correct upper left front location. No other shirt colors or styles are permitted. All shirts must be correctly tucked into pants at all times and secured in place with the belt. A maximum of one (1) button may be left unfastened at the top of any shirt. If ties are worn with oxford shirts, all buttons must be fastened.

- 4) During cooler weather, a plain white long sleeved t-shirt may be worn underneath polo shirts. Additionally, classic cardigans or sweaters may be worn. These sweaters must be plain white or navy blue in color. Hooded sweatshirts, other hooded tops, and any sweater with a logo or design that is not the Brooks Academy logo are not permitted.
- 5) Coats may only be worn outside of the school, no outside jackets will be worn inside of school buildings. Coats must be solid school colors only.
- 6) Shoes must be closed, solid black or brown leather shoes. Matching laces must be worn and fastened tightly at all times. No other colors or stripes/logos may be on the shoes.
- 7) Socks must be plain conservative colors and are to be worn at mid-ankle length.
- 8) Jewelry is limited to one (1) watch, one (1) ring, and one (1) small chain. Chains must be worn inside of shirts and are not to be visible except at the back of the neck.
- 9) All uniforms must be clean and pressed at all times; good grooming of hair, skin and fingernails is expected at all times.
- 10) Hair must not be dyed with unnatural colors, worn unusually, or maintained in unacceptable condition.
- 11) All headgear (hats, scarves, bandanas etc.) is forbidden on school property. Hair ribbons and ties must be school colors.
- 12) No buttons, tags, or labels may be worn on the school uniform unless previously approved by the administration.

Boys Uniform

In addition to the above, boys may not:

- Wear earrings (real or clip-on) or have any other visible body piercing or tattoos
- Wear any additional jewelry or clothing except as specified above.

Girls Uniform

In addition to the above, girls may not:

- Wear make-up other than clear lip gloss and light powder. Make up that is found to be in students' possession in school will be confiscated.
- Wear dark nail polish – only light pastel colors are acceptable

- Wear more than one (1) pair of earrings. Earrings must be plain stud type, or small hoops (total size must be smaller than a dime). No other visible body piercing or tattoos are allowed.
- Wear headscarves (see item 11). Hair should be maintained with clips, bobbles or soft hair bands only. Hair ribbons must be school colors.

High School grades (9-12)

In addition to the uniform listed above, the high school students may wear:

- Navy blue polo shirts with the school logo on the upper left front side.
- Senior Class students only may wear professional business attire. For boys, "professional business attire" means a suit, or a shirt and tie with a jacket. For girls, "professional attire" is a pant suit or a skirt suit in which the skirt falls below knee length. Jackets are required except during the summer term, additionally, during hotter weather the administration may excuse the wearing of jackets.

Seniors who do not comply with the "professional business attire" dress code will be required to wear a standard school uniform during their senior year.

Important note for Science classes

Many brands of hair styling products contain highly flammable chemicals, even when they are dry. It is advised that these should not be worn in Science classrooms as there is a risk of ignition from open flames. Additionally, it is recommended that students purchase a plain apron for use in these classes during their time in school to protect their clothes from damage during lab work. The school cannot be held responsible for damage to students' person or property if they do not follow the safety guidelines above and those advised in their classrooms.

The following colors may not be worn on our campus at any time, unless designated for a special event by the administration:

- RED, PINK, PURPLE, BLACK*, BROWN*, or BLUE (OTHER THAN NAVY).
- Any other color that does not form part of the uniform policy, or is deemed inappropriate by the administration.

*BLACK AND BROWN ARE DESIGNATED SHOE COLORS ONLY

Information Regarding Instructional Facilities

Please provide the following information concerning the local agency that issues certificates of occupancy, or their equivalent, in the jurisdiction in which the new charter school(s) will be located.

Name of Local Agency: City of San Antonio, Development Services Department

Name of Contact Person at Local Agency: Ms. Maria Rodriguez

Telephone No. for Contact Person at Local Agency: 210-207-0154

Address of Local Agency: 1901 South Alamo Street, San Antonio, Texas 78205

If an occupancy certificate has not yet been received, please state the approximate wait time between the initial submission of forms and the final approval. 45 days

List any special requirements that the local agency has for instructional facilities.

N/A

List any other pertinent information.

N/A

**CONTRACT FOR
OPEN-ENROLLMENT CHARTER SCHOOL**

This contract is executed between the Texas State Board of Education (the "Board") and **Somerset Academy, Inc.** ("Charter Holder") to operate **Brooks Academy of Science and Engineering**, an Eleventh Generation open-enrollment charter school.

General

1. **Definitions.** As used in this contract: "Charter" means the Eleventh Generation open-enrollment charter as provided by, Chapter 12 Subchapter D, Texas Education Code, and granted by this contract.

"Charter Holder" means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

"Charter School" means the Eleventh Generation open-enrollment charter school. Charter School is part of the public school system of Texas and is a "charter school" within the meaning of 20 U.S.C. § 7221i.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.
2. **The Charter.** This contract grants to Charter Holder an Eleventh Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application (RFA) 701-04-034 (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; and (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d).
3. **Term of Charter.** The charter shall be in effect from the date of execution through July 31, 2010 unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period determined by the Commissioner.
4. **Revision by Agreement.** The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

Students

5. Open Enrollment. Admission and enrollment shall be open to any person who resides within the geographic boundary stated in the charter application and who is eligible for admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application.
6. Non-religious Instruction and Affiliation. Charter School shall not conduct religious instruction. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.
7. Children with Disabilities. A charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 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 (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws. Among Charter School's legal responsibilities in this area are the following:
 - (a) Child Find. Charter Holder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in Charter School or who contact Charter School regarding enrollment.
 - (b) Free Appropriate Public Education. Charter Holder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in Charter School. If the program, staff, or facilities of Charter School are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from Charter School's program, Charter Holder must, at its own expense, place the child at an appropriate school.
 - (c) Services to Expelled Students. Charter Holder 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.
8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, and G of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

Financial Management

9. Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

Governance and Operations

10. Indemnification. Charter Holder 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 Charter Holder, its agents, employees, and subcontractors.

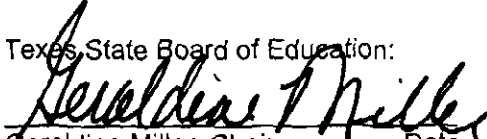
This Agreement


11. 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 superseded by this contract.
12. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
13. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA 701-04-034; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
14. 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.
15. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
16. Governing Law. In any suit arising under this contract, Texas law shall apply.
17. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon

legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Eleventh Generation open-enrollment charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its charter school(s) may modify this contract, as of the effective date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

18. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101(a), Texas Education Code. Charter Holder shall immediately notify the Commissioner 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 Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this _____ day of _____, 2006

Texas State Board of Education:	Somerset Academy, Inc.
	
Geraldine Miller, Chair	Victor Barroso, Chair
Date	Date
	6/20/2006

Brooks Academy of Science and Engineering:

Rufus Samkin, COO
Date
6/20/2006