

# Application Coversheet

BASIS San Antonio

BTX Schools, Inc.

**Proposed Seventeenth Generation Charter School Name**

**Name of Sponsoring Entity**

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: Nick Fleege

CEO of Sponsoring Entity: N/A

CEO/Superintendent of Proposed Charter School: Undecided

Board Member Who Attended an Applicant Conference: Nick Fleege

Date of Conference: 12/8/2011

Applicant Mailing Address (This address will be used for contact regarding this application.): 11485 N. 136th Street, Suite 109  
Scottsdale, AZ, 85259

Physical Address of Proposed Administrative Offices (if different from above): \_\_\_\_\_

Number of Campuses Being Requested: 1

Physical Address of Each Proposed Campus (Please include street address, city, state, zip, and county.). If the specific address is unknown at this time, please provide the county and general location of the proposed campus:

San Antonio, Texas

Contact Name: Nick Fleege

Contact E-mail Address: nick.fleege@basisschools.org

Contact Phone #: 480-767-7696

Contact Fax #: 480-289-2089

State maximum enrollment and check all grade levels to be served for each school year.

By Year 3, at least one grade in which the state assessments are administered must be offered.

Year 1: Maximum Enrollment: 465

☐ Pre-K3 ☐ Pre-K4 ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12

Year 2: Maximum Enrollment: 556

☐ Pre-K3 ☐ Pre-K4 ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☐ 10 ☐ 11 ☐ 12

Year 3: Maximum Enrollment: 604

☐ Pre-K3 ☐ Pre-K4 ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☒ 11 ☐ 12

Year 4: Maximum Enrollment: 657

☐ Pre-K3 ☐ Pre-K4 ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☒ 11 ☒ 12

Year 5: Maximum Enrollment: 709

☐ Pre-K3 ☐ Pre-K4 ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 10 ☒ 11 ☒ 12

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 or 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.

Nick Fleege  
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity

2/15/12  
Date

Nick Fleege  
Printed Name

Nick Fleege  
(BLUE INK) Signature of Application Preparer

2/15/12  
Date

Nick Fleege  
Printed Name

With what company is the application preparer associated? BTX Schools, Inc.

Was preparer paid? ☐ Yes ☒ No

SAS 536-12  
RFA 701-11-108

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# Applicant Checklist

BASIS San Antonio

BTX Schools, Inc.

Proposed Seventeenth Generation Charter School Name

Name of Sponsoring Entity

This checklist **MUST** be completed and submitted as part of the application to ensure that the applicant has provided all of the information required by the RFA.

## Application

- ☒ Attended Applicant Conference: Date: 12/8/11 Board Member Who Attended: Nick Fleege
- ☒ Application Coversheet
- ☒ Table of Contents
- ☒ Applicant Checklist (this document)

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Statement of Need                   | <input checked="" type="checkbox"/> 7. Geographic Boundary                |
| <input checked="" type="checkbox"/> 2. Vision of the School                | <input checked="" type="checkbox"/> 8. Admissions and Enrollment Policies |
| <input checked="" type="checkbox"/> 3. Community Support                   | <input checked="" type="checkbox"/> 9. Governance                         |
| <input checked="" type="checkbox"/> 4. Student Goals                       | <input checked="" type="checkbox"/> 10. Human Resources Information       |
| <input checked="" type="checkbox"/> 5. Educational Plan                    | <input checked="" type="checkbox"/> 11. Business Plan                     |
| <input checked="" type="checkbox"/> 6. Special Needs Students and Programs |   |

## Attachments A - R

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> A. Published Notice of Public Hearing                 | <input checked="" type="checkbox"/> J. Audit Report  |
| <input checked="" type="checkbox"/> B. Synopsis of Public Hearing                         | <input checked="" type="checkbox"/> K. Credit Report   |
| <input checked="" type="checkbox"/> C. Signed Certified Mail Receipt Cards                | <input checked="" type="checkbox"/> L. IRS 990 Filing  |
| <input checked="" type="checkbox"/> D. Notarized Biographical Affidavits                  | <input checked="" type="checkbox"/> M. Documentation Verifying All Sources of Funding  |
| <input checked="" type="checkbox"/> E. 501(c)(3) Determination Letter from IRS            | <input checked="" type="checkbox"/> N. Start-Up Budget   |
| <input checked="" type="checkbox"/> F. Articles of Incorporation and All Amendments       | <input checked="" type="checkbox"/> O. Budget for Year One of Operation  |
| <input checked="" type="checkbox"/> G. Bylaws of the Sponsoring Entity and All Amendments | <input checked="" type="checkbox"/> P. Negotiated Service Agreement(s)   |
| <input checked="" type="checkbox"/> H. Organizational Chart                               | <input checked="" type="checkbox"/> Q. Certificate of Occupancy or Equivalent Certificate  |
| <input checked="" type="checkbox"/> I. Supplemental Human Resources Information Forms     | <input checked="" type="checkbox"/> R. Negotiated Lease Agreement(s), Deed(s) to Property, Earnest Money Contract(s), or Purchase Agreement(s) |

## Assurance Documents and Required Campaign Contribution Form - Completed and Signed

- ☒ 1. Special Education Assurances and Development of Policies and Procedures
- ☒ 2. Bilingual Education/ESL, Section 504, and Dyslexia Assurances
- ☒ 3. General Application of Assurances for Federal Programs
- ☒ 4. Special Assurances Document
- ☒ 5. State Board of Education Disclosure of Campaign Contributions form

## The CEO of the sponsoring entity acknowledges the following:

- ☒ 1. The application and 13 copies submitted are printed single-sided and at least one copy has been retained for the organization's records.
- ☒ 2. Applications must be received by Document Control at the Texas Education Agency by the stated deadline in the Request for Application in order to be considered.
- ☒ 3. All submissions become the property of the Texas Education Agency and will not be returned.

Nick Fleege

Nick Fleege

Name of Application Preparer (Typed)

Name of CEO of Sponsoring Entity (Typed)

Signature of Application Preparer

Date

Signature of CEO of Sponsoring Entity

Date

## 1. Statement of Need

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

BASIS San Antonio will open in August 2013 and serve grades 5-8 in the first year. Each year thereafter we will add a grade level, until the fifth year of operation when we will serve grades 5-12. In the first year of operation, we expect to enroll five 5<sup>th</sup> grade classes, four 6<sup>th</sup> grade classes, four 7<sup>th</sup> grade classes, and three 8<sup>th</sup> grade classes. We will serve students of all demographics who want to learn at a world-class, internationally benchmarked level. The success of our schools in Arizona proves that this curricular philosophy is effective in helping any student succeed, irrespective of background, so long as the student is willing to work hard and takes advantage of the comprehensive support we offer.

It is no secret that in today's economy an outstanding education is of paramount importance. Yet, most children's high school careers last only about two million minutes, a relatively short period of time in which to lay the educational groundwork for a successful future. For many students, secondary schooling does not even last this long, as dropout rates are high across the country. BASIS's goal is to use the precious minutes we have to guide our students toward the highest possible academic achievement. The first step on this path to success is to maximize the amount of time students spend preparing for their academic futures. By starting in 5<sup>th</sup> grade and ensuring our entire curriculum is aligned to college preparatory standards, BASIS introduces students to intellectual material much earlier than most schools. Since our educational philosophy is also based around a spiraling method of content practice and mastery, in which material from lessons and years past is continually practiced alongside new material, our students are exposed to high level concepts frequently throughout the years.

As of the writing of this application, we do not have any direct ties to the local San Antonio community, besides the overwhelming support the people of San Antonio have shown for bringing a BASIS school to the city. We do, however, have strong ties to the education reform movement, and we believe the tenets of this movement ring true everywhere: American students need educational choice and the bar needs to be raised in the classrooms and communities nationwide if our children want to compete in the global marketplace. The need for a BASIS school in the San Antonio is the same need we see in all cities across America. We believe there is the possibility to provide a better caliber of school— a world-class education—for the students of San Antonio, and we pledge to provide that service to the community.

The BASIS educational model is simple in concept but complex in practice. It is not hard to imagine a school where the students are held to the highest possible academic standards, where they are asked to take responsibility for their own work, and where the teachers are both highly qualified and motivated to help students in any way possible. Yet imagining this kind of school is not enough. At BASIS, we bring these ideas to life every day. We understand that a student's time to prepare for college is exceedingly short; it is our goal to make the most of their two million minutes with us by providing the students of San Antonio the most focused and best college preparatory education possible.



**Statement of Need: P. 4**

Choose to Succeed, a movement to bring school choice to the families of San Antonio, approached BASIS along with five other charter management organizations to open campuses in the San Antonio area. Two of the six total CMOs, KIPP and IDEA, already have campuses in San Antonio and have pledged to support bringing increased choice to the area. We have also had many families, eager for increased choice, invite us into their homes to hold information sessions for their family and friends to hear about what BASIS has to offer.

BASIS schools perform at an internationally competitive level. BASIS Tucson and BASIS Scottsdale have been incredibly successful in raising the bar for what constitutes a “good public high school.” BASIS Tucson's top national ranking in *Newsweek's* and *US News & World Report's* lists of America's Best High Schools has brought a school in Tucson, AZ – an area with limited reach in the national media market – to the forefront of the national debate about education reform. Not only did the rankings prompt a visit from documentary filmmaker, Robert Compton, who later produced a film about the schools entitled “Two Million Minutes: The 21<sup>st</sup> Century Solution,” they also launched BASIS into the national media spotlight, provoking visits from Newt Gingrich and Rev. Al Sharpton and news stories by the *Economist*, the *Washington Post*, *CNN Tonight*, *Education Week*, *NPR*, *Meet the Press*, *eSchool News*, *World Magazine*, the *Russian American Journal*, and *Telemundo* in addition to coverage by local and state media outlets.

The increase in national attention did not come without merit. Founded in 1998, BASIS Tucson is BASIS Schools' flagship campus. Its rigorous curriculum, student and teacher accountability mechanisms, knowledgeable and effective teachers, and competent managers has resulted in outstanding academic achievement results which lead to the school's #1 ranking in *Newsweek's* list of America's Best High Schools just ten years after the school's founding. In fact, BASIS Tucson has ranked in *Newsweek's* top ten list of America's Best High Schools for six years running and *US News & World Report's* top 20 list of Best High Schools since the ranking's inception, earning the #9 spot in 2010. In 2011, the *Washington Post* rated BASIS Tucson the 4<sup>th</sup> best academic program in the country and *Us News and World Report* named it 2<sup>nd</sup> in the nation in their “Best High School for Math and Science” ranking. In 2009, *BusinessWeek* named BASIS Scottsdale the “Top Arizona School for Overall Academic Performance.”

Along with these accolades and news stories came an explanation of the BASIS philosophy. Perhaps *CNN* reporter, Casey Wian, put it best when he described BASIS as “A charter school with a modest goal: revolutionizing the American education system.” The news segments generally focused on BASIS's rigorous curriculum, which seeks to prepare all students, regardless of race, gender or family income, to compete with their international peers in top performing educational systems around the world, teachers who are knowledgeable in their discipline, and teacher and student accountability mechanisms implemented through external benchmarking (i.e. Board Examination Systems). These innovations in the BASIS curriculum have garnered attention for the simple fact that they are exactly what the American education system needs right now: a refocusing on excellence and accountability.



***b) Explain how the charter school model will enhance the academic outcomes for students.***

Our targeted population includes students who desire an intensive, internationally-benchmarked, college preparatory education. In order to give them the education they need to thrive in college and beyond, we must ensure that the students are well prepared in all aspects of academic and social life. To that end, the BASIS mission rests on three pillars: a rigorous curriculum, student accountability, and knowledgeable and effective teachers. Walk into any BASIS classroom at any grade level and you will see the three pillars of the BASIS educational philosophy at work. We believe strongly that all students are capable of producing high quality scholarship, but only if they are asked and expected to do so. The standard BASIS curriculum, successful in all of its incarnations in Arizona, asks students to wrestle with interesting and challenging problems every day as they explore their world deeply. We believe that, in order to become great scholars, students need highly qualified, expert mentors to show them the way. We ask students to take responsibility for their work, to become resilient and creative thinkers, to commit to memory an extensive cache of core knowledge about which to think, and to develop confidence in their ability to consistently produce high quality work.

BASIS offers an accelerated liberal arts curriculum that is among the most rigorous and reliable in the country; a curriculum that asks students to work hard to reach their academic potential and offers them the assurance of comprehensive benchmarking and expert teaching; a curriculum in which students are held accountable for their own success, where they cultivate deep reservoirs of knowledge and think deeply and creatively, and which arouses their confidence to intelligently engage in the world around them.

BASIS students take a full load of rigorous academic classes beginning as early as fifth grade, where they study Latin, Classics, and Physical Geography among other courses. In sixth grade, students begin taking Biology, Chemistry and Physics as separate courses—each three times per week, for a total of nine hours of laboratory science per week—and in 7<sup>th</sup> grade they get to choose a Foreign Language and take Rhetoric. By eighth grade, all students are required to take a full year of Economics, all students must be ready for at least Algebra II, and all students are in their third year of Biology, Chemistry and Physics. In the High School, students are required to take 6 AP exams before they graduate, at least one each in English, Math, Science, and Social Sciences. They must also reach at least AP Calculus AB and pass at least one of the AP exams they take. As these highlights of the program suggest, BASIS students are among the best prepared students in the world.

BASIS was founded to raise academic expectations for student achievement and academic accountability. This model, proven successful by countless measures, demonstrates that true academic innovation is possible, that educational excellence can be replicated to fit the diverse needs of students, and that international benchmarking helps students achieve academic greatness. Much like our European and Asian counterparts, the BASIS academic program requires students to master material before taking more rigorous courses. We have adopted AP exams as a means by which our students are able to demonstrate this mastery, and our AP exam system holds both teachers and students responsible for progress at every point along

the BASIS educational continuum. We believe that every student is capable of greatness if greatness is expected at every step along the way and when the student is given comprehensive academic support. As our AP exam results prove, this program of instruction is thriving.



**Statement of Need: PP. 6-7**

BASIS San Antonio confirms its understanding that requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. BASIS San Antonio confirms its understanding that the charter school will offer a full continuum of special education services.

If a passing score is not achieved or if the academic level of achievement does not reach the level required to be successful in AP Calculus AB, the student will fail the course and have to retake it the following school year.

APPROVED DURING CONTINGENCY PROCESS

## 2. Vision of the School

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

BASIS San Antonio will educate students at an internationally competitive level. The school will serve grades 5 through 12 (opening with grades 5-8), and we will address the diverse backgrounds and needs of Texas students. BASIS prepares middle and high school students to compete with their peers in countries with highly esteemed educational systems, such as Finland, Canada, Japan and India. In the early years teachers and student support staff will work with students to build a sense of personal responsibility for their education. As BASIS students progress through the grade levels, they become models for younger students and help create a culture of positive peer support which reinforces personal responsibility, good study habits, organization, work ethic, and an overall sense that learning is exciting, rewarding, and worthwhile.

At BASIS, we hire highly qualified teachers who have mastered their particular field and are capable of conveying advanced concepts and content to all students: chemists teach chemistry, mathematicians teach mathematics, historians teach history, and so on and so forth. The result is a classroom where the teacher really is the voice of authority on a matter, and one where students feel comfortable asking questions and delving deeply into interesting material, unafraid of being misled.

Yet, subject knowledge alone is not enough to make a good teacher. It takes passion for students and a firm grasp of classroom dynamics. To that end, all new BASIS teachers take part in an intensive teacher-training course before they ever step foot in the classroom. It does not matter how long the person has been teaching before coming to BASIS; all new hires are required to attend the sessions. During this time, teachers are introduced to methodology and pedagogy that have proven successful in BASIS classrooms, covering a wide variety of subjects such as teaching techniques, classroom management, assessment creation, and classroom personality.

Once they have been trained in the BASIS tradition, teachers are given a fair amount of autonomy in their individual classrooms. They are able to lead a classroom in Socratic discussion or lecture or any other instructional method they feel best fits their subject and their personality. The success BASIS has experienced thus far comes from allowing intelligent teachers to teach material they love in a manner with which they feel comfortable. Yet, the BASIS administration remains a strong presence in every class. Not only do we train the teachers before they begin teaching at BASIS, we also ensure they are on track to reach their goal of providing students with a world-class education by monitoring their progress throughout the school year. Every teacher is required to participate in professional development opportunities such as regular in-year training sessions, mentoring, and ongoing collaborative efforts at the school level.



The best way to describe the pedagogy at BASIS schools, then, is that we strive for excellence and we take every possible step to ensure our teachers are providing our students with a world-class, internationally benchmarked education.

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

The essential innovation in our curriculum is that we set the exit standards first and then work backwards through the student's school years to set rigorous but attainable checkpoints along the way. If the material tested at these checkpoints is mastered, the student will reach the preset exit goal, irrespective of baseline knowledge or abilities. In this way, the BASIS curriculum can be conceptualized as a pyramid, where 5<sup>th</sup> grade acts as the base and the exit standards act as the apex. Near the top of the pyramid are AP courses for which the syllabi have been audited and deemed "college-level" by the College Board. Because this auditing system makes it clear exactly what material needs to be mastered, the advanced standards can be dispersed downwards throughout the entirety of the curriculum, with all teachers of that academic subject sharing the burden of preparation throughout the years and grade levels. The only two limiting factors are that students need to master all material by the time they reach the AP course, and the 5<sup>th</sup> grade curriculum begins at state level standards.

Beginning at the 5<sup>th</sup> grade level, BASIS endeavors to teach substantially more than one year of content each academic year. In other words, 5<sup>th</sup> grade students at BASIS not only master the content required in the state's 5<sup>th</sup> grade standards, but they also master much of what a typical 6<sup>th</sup> grade student learns. By starting at a modest 5<sup>th</sup> grade level and requiring students to learn more than a year's worth of standards every year, we prepare our students to take International General Certificate of Education (IGCSE) subject matter exams in the 8<sup>th</sup> grade, enter Honors and AP courses beginning in the 9<sup>th</sup> grade and eventually post-AP advanced college level courses like Linear Algebra, Category Theory, Organic Chemistry, and Quantum Mechanics.

In many ways, the BASIS educational model reflects the power of compound interest; students learn more than grade level standards each year throughout Lower School, which ensures they are ready for advanced work in High School. In fact, the *raison d'être* of the BASIS Lower School is to prepare all students for high school work at the level of the world's best schools. Likewise, the philosophy of the BASIS high school program is to prepare students to enter college ready to be valuable members of their academic communities immediately upon matriculation. Many colleges lament the state of America's secondary education system because students arrive to campuses unprepared for high-level, independent work and thus require remediation just to get started in freshman courses. Taking high level courses in high school and passing difficult, internationally recognized standardized tests is an effective method for students to prepare for the rigors of college education.

BASIS's rigorous academic curriculum and strong support system ensure that all of our students have mastered the material they need to know to excel on a variety of academic assessments. We use our own, internally created Pre-Comprehensive and Comprehensive exams, as well as externally created tests like the International General Certificate of Secondary Education (IGCSE) exams and Advanced Placement (AP) exams to ensure our students are all mastering essential academic material. By adopting these external benchmarks as an integral component of our curriculum, BASIS has adopted standards that are internationally competitive and more rigorous than any American state's requirements. Importantly, BASIS has crafted an internal

benchmarking system that integrates these external exams into the core academic program for all students and incorporates their exam scores into their final course grades. Because the students' exam scores count towards their grades, and because teachers are held responsible for their students' scores, both students and teachers have an inherent interest in working together to achieve excellence. This cohesion has led to tremendous results.

For example, our mature BASIS schools have successfully implemented a requirement that all students take AP Calculus AB. Keeping in mind the optional senior year at BASIS, this means students must complete AP Calculus AB by the end of 11<sup>th</sup> grade. If that is the case, all students must be ready for Pre-Calculus by the beginning of 9<sup>th</sup> grade, in order to account for any student who may need two years of Pre-Calculus work to prepare for AP Calculus AB (the ultimate goal is content mastery). Therefore, the goal of the Lower School program is to ensure all students are prepared for Algebra II by 8<sup>th</sup> grade, Algebra I by 7<sup>th</sup> grade, and Pre-Algebra by 6<sup>th</sup> grade. In order to do so, BASIS starts all incoming 5<sup>th</sup> graders at Math 8/7 level and helps them master more than one year's worth of content each year.

Similarly, in English, the ultimate goal is for all students to be prepared enough to take AP English Language or AP English Literature by the time they graduate. In order to do so, students must be familiar with both of these subjects early on in their high school careers. Therefore, all students are enrolled in both Honors Language and Honors Literature in 9<sup>th</sup> grade. They are prepared to succeed in these classes because our Lower School program teaches more than one year of content per school year in preparation for our rigorous High School program. Keeping in mind that BASIS allows students to move forward if they are prepared for higher level work, 10<sup>th</sup> graders may choose to go directly from the 9<sup>th</sup> grade courses to either AP English Language or AP English Literature if they feel prepared. Yet, the option also exists for students to take another year of Honors level English in 10<sup>th</sup> grade if they feel they need more practice before the AP course, reinforcing BASIS's commitment to content mastery. Because the students have all taken Honors Literature and Honors Language in 9<sup>th</sup> grade, they are able to complete the AP English requirement by 11<sup>th</sup> grade, even if they need two years of preparation for content mastery.

For the sciences, students have more options, and the BASIS Lower School program makes sure students have mastered enough material by the end of their 8<sup>th</sup> grade year to be well prepared for the rigors of an AP-centric High School program. In 5<sup>th</sup> grade, all students take an Intro to Science course and a Physical Geography course, which prepare them to take biology, chemistry, and physics as separate courses in the 6<sup>th</sup> grade, far earlier than normal public schools. By the time students are in 8<sup>th</sup> grade, they are in their third year of each of the hard science courses, giving them a tremendous base of knowledge from which to work. Students are then able to take courses at the honors, AP, and eventually, Post-AP level throughout high school. As the examples above indicate, AP exams play a central role in the BASIS curriculum. These tests are widely accepted as the most rigorous exams a high school student can take, they are proven indicators of students' success in college, and they are very flexible. Our students are allowed a reasonable amount of choice in which tests they take, so long as they take the prescribed number per year. (Some disciplines like Social Science require students to take certain exams during certain years, but most do not.) We are able to require AP exams as

### **Vision of the School: PP. 10-11**

BASIS San Antonio confirms its understanding that requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. BASIS San Antonio confirms its understanding that the charter school will offer a full continuum of special education services.

BASIS San Antonio Confirms its understanding that incorporating external exam scores into the core academic program for all students and into final course grade may not always be possible as one or more students could have IEPs that specifies a variety of achievement modifications.

Typically, students must take Honors English Language and Honors English Literature. However, requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee.

Typically, students are required to follow our AP science course sequence throughout high school. However, requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee.

*APPROVED DURING CONTINGENCY PROCESS*



early as 9<sup>th</sup> grade because the College Board provides a course auditing service that ensures our classes are teaching some of the AP standards as early as Lower School. Every BASIS student is required to: 1) Complete at least 8 AP courses and 6 AP exams; 2) Take at least 1 AP exam in each core subject (English, Math, Science, Social Science); and 3) Receive a score of 3 or higher on at least one AP exam.

The BASIS AP Program is unique in American secondary education. At many schools, AP courses are reserved for the oldest, highest performing students—usually juniors and seniors—but at BASIS all students take their first required AP course in 9<sup>th</sup> grade, a full three years before most of their peers. This is only possible because students learn more than grade level standards each year throughout Lower School, which ensures they are ready for advanced work in Upper School. Historically, high school academic sequences have ended at the AP level; after all, these courses are meant to be proxies for introductory level college courses. However, the advanced nature of the BASIS curriculum and the complexity of AP courses and exams allow us to increase the rigor and variety of classes we offer our students. Because we have a comprehensive benchmarking system in place, the zenith of academic challenge at BASIS is no longer just AP courses. Instead, students are able to enroll in post-AP Capstone courses.

Essentially, 12<sup>th</sup> grade Capstone classes are bridges between high school-style learning and college scholarship. Capstone students study subjects like Linear Algebra, Category Theory, Organic Chemistry, and Quantum Mechanics. These courses delve deeply into advanced material and are roughly equivalent to college courses. The result is that BASIS students enter college prepared to excel in at least intermediate level college work. This is no mean feat, especially considering many of their peers enter college woefully unprepared to complete even introductory level college material.

The BASIS education model has met with great success in all of its incarnations in Arizona. This year, 124 BASIS Scottsdale students took 390 AP exams. 94% of those 390 exams earned a passing score of 3 or higher. At BASIS Tucson the numbers are similar: 83% of the 449 AP exams taken there earned a score of 3 or higher. Both of these schools also maintained a near-perfect record in all subjects on the Arizona Instrument for Measuring Standards (AIMS) tests, and both schools ensured every graduate passed at least one AP exam during high school. BASIS Oro Valley, in its first year of operation, earned a pass rate on the AIMS test that exceeded 90%, and far exceeded the state average in every subject. The numbers tell the story: BASIS students are reaching and exceeding all of the goals we set for them, and their standardized test scores far outpace their peers at most other schools.

**Vision of the School: P. 12**

The sentence "Every BASIS student is required to: 1) Complete at least 8 AP courses and 6 AP exams; 2) Take at least 1 AP exam in each core subject (English, Math, Science, Social Science); and 3) Receive a score of 3 or higher on at least one AP exam." is revised as follows:

A typical BASIS student is required to: 1) Complete at least 8 AP courses and 6 AP exams; 2) Take at least 1 AP exam in each core subject (English, Math, Science, Social Science); and 3) Receive a score of 3 or higher on at least one AP exam. However, requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee.

BASIS San Antonio confirms its understanding that the charter school will offer a full continuum of special education services.

**APPROVED DURING CONTINGENCY PROCESS**



### 3. Community Support

*a) Describe the community where the school will be located and explain why this location was selected. Include the types of resources available in the community.*

San Antonio is the first city that BASIS seeks to serve in Texas because San Antonio has demonstrated overwhelming community support for BASIS. San Antonio is a large city, but it retains the charms and personality of a close-knit community. By introducing an academically rigorous college preparatory school to the city, we will serve students and parents who seek the challenge of a world-class education. San Antonio is not alone in struggling with low high school graduation rates. BASIS aims to change this distressing trend. We will build a school in San Antonio in the model of the highly successful, rigorous liberal arts high schools we operate in Arizona. The school will be open enrollment, and we will enroll students from across the city and state, offering the academic guidance that Texas students need to thrive in the college admissions process and the ever-changing global marketplace. We have maintained a 100% graduation rate at all of our campuses for the fourteen years we have been in operation, and we expect the same results at BASIS San Antonio. Not only will we offer our own students a world-class education, but we will also raise the expectations for academic rigor and student support at schools across the city and state.

In 2011, the George W. Brackenridge Foundation, a San Antonio education funder, contacted BASIS about the possibility of expanding into the San Antonio area. It approached BASIS because of its ranking as one of the top ten high school programs nationally. Throughout the fall of 2011, Brackenridge Foundation gathered extensive data about the projected impact for San Antonio students and the philanthropic costs of bring BASIS to San Antonio. Together with Philanthropy Roundtable, the Brackenridge Foundation held a conference in December 2011 to introduce BASIS to the San Antonio funding community and other community leaders, among other things.

In early 2012, the Brackenridge Foundation pledged \$1,000,000 and the Ewing Halsell Foundation pledged \$2,000,000 toward the expansion of the BASIS School model in San Antonio. The Chairman of Jefferson Bank, board members of the Brackenridge and Ewing Halsell Foundations, and various members of the San Antonio Area Foundation board and staff have traveled to Arizona to visit BASIS schools in the Phoenix area. An additional site visit with more San Antonio community leaders is scheduled for March 7<sup>th</sup>.

In addition to the grant pledges, the philanthropic community has provided logistical support. For example, the San Antonio Area Foundation volunteered to extend its group 501(c)(3) exemption to cover BTX Schools, Inc. during any gap between the February 23<sup>rd</sup> filing deadline and the arrival of IRS's expedited determination of BTX Schools, Inc.'s 501(c)(3), thereby providing BTX Schools, Inc. continual 501(c)(3) exemption for the filing deadline. The Brackenridge Foundation and its attorneys and accountants have assisted the Arizona BASIS team in navigating the Texas legal requirements for charter schools, and the chairwoman of the Brackenridge Foundation will serve on the initial BASIS board. In short, there is a robust team of organizations and community leaders committed to doing whatever it takes to make BASIS a success in San Antonio.

However, the support of community leaders and the philanthropic community are only part of the equation in San Antonio. Perhaps even more importantly, since the February 6<sup>th</sup> parent information session, BTX Schools, Inc. has received overwhelming evidence of parent interest. Over 20 parents have emailed Nick Fleege expressing their excitement about BASIS coming to San Antonio. Laura Moore, a parent in San Antonio wrote, "In Central San Antonio we are desperately in need of a viable option in public education." Mary Stanchak of Discoveryschool wrote, "Our Parents are always searching for high-quality educational options, and they are very excited about the prospect of BASIS Schools coming to San Antonio."

An important aspect of our school mission is that we provide all students with an academically excellent education, regardless of educational, ethnic, racial, or socioeconomic background. Thus, we have targeted a student population that accurately reflects the demographics of the state of Texas and the city of San Antonio. Since we expect to enroll students from all school districts in the city, as well as from outside city limits, we expect the student population to be diverse. As an open-enrollment public charter school, BASIS San Antonio will adhere to all applicable federal, state, and local rules and guidelines regarding enrollment. We will make public an open enrollment period followed by a lottery, should the demand for registration exceed the number of spaces we have available. The only priority admission will be given to siblings of students currently enrolled in BASIS San Antonio, children of faculty, and children of Board members, which adheres to Texas charter school code.



**Community Support: PP. 13-14**

BASIS San Antonio will be located on the north side of the city. Our preliminary property search is between 281 and 151 above NW Loop 410. We would ideally like to be located between Castle Hills and Leon Valley as this area is underserved with schooling choice options and there are currently no charter schools within these boundaries.

**APPROVED DURING CONTINGENCY PROCESS**

*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. Include the type of community groups and the type of services they will provide.*

*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 at 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. Publication in electronic media may not take the place of publication in a newspaper of general distribution, but may be done in addition to publication in a traditional newspaper.*

Beyond our relationship with the Brackenridge Foundation and the Ewing Halsell Foundation, and besides the parents and community members who have reached out to us to pledge their support for bringing BASIS to San Antonio, we have not yet begun our community outreach process. In our initial examination of the area, we have found San Antonio to be a progressive, informed, and tight-knit community, and we plan to use the familiarity of San Antonio residents as a means of disseminating information about BASIS across the city. We will meet with established school leaders in an effort to explain our program and to build support for academic innovation in Texas. We will also make every effort to attend PTA meetings, principals' coffees, Open Houses and other events. We have learned through experience that community support is essential to successfully opening charter schools. Our analysis of the San Antonio community coupled with the tremendous demand for enrollment at our six existing campuses leaves us confident that we will generate strong support for our internationally benchmarked program.

**Community Support: P. 15**

We have received numerous phone calls and emails from community members expressing their interest in BASIS San Antonio. Since the application was submitted we were approached by Choose to Succeed, as previously mentioned, to bring choice to the families of San Antonio. We have continued to nurture this relationship and are working together in continuing to spread the word about charter schools in San Antonio. This has been done by word of mouth, sending emails, posting fliers, handing out post cards and holding information meetings. We are also looking into advertising in local magazines and hanging street banners. Since the middle of October we have held four information meetings and have another four scheduled before the end of January, 2013. We are committed to holding at least fifty information sessions before BASIS San Antonio opens in the fall of 2013.

***APPROVED DURING CONTINGENCY PROCESS***

***c) Submit as Attachment A, a copy of the published notice of public hearing clearly showing the name of the newspaper and the date of publication. The notice should include the proposed school name, the sponsoring entity name, date, time, place of meeting and the names of sponsoring entity board members.***

Please see **Attachment A** for a copy of the notice of public hearing we posted for BASIS San Antonio.



***d) Provide the number of community members, not affiliated in any way with the sponsoring entity or the proposed charter school, who attended the public hearing.***

25 community members attended the public hearing.

*e) Submit, as Attachment B, a synopsis of the public hearing held to discuss the proposed charter school plan. The synopsis must identify presenters, provide a summary of their comments, and a list of questions from participants with responses provided by the presenters. Do not provide slides of the presentation or a transcript of the proceedings.*

Please see Attachment B for a synopsis of the public hearing.

#### 4. Student Goals

*Charter schools are subject to the state accountability rating system to the same extent as other public schools. The 2011 Accountability Manual may be viewed online at <http://ritter.tea.state.tx.us/perfreport/account/2011/manual/index.html>.*

*Charters are also assigned accreditation statuses. For information on accreditation, see the following: <http://ritter.tea.state.tx.us/accredstatus/>.*

*a) Other than the indicators of the state accountability rating and accreditation systems, outline and discuss specific measurable student goals in each of the following areas:*

- Student progress over time; student engagement (i.e., attendance, continuous enrollment in school); and readiness for postsecondary success.*

With the BASIS San Antonio mission in mind, we have established unique goals and objectives for our Lower and Upper School students by which we can measure the school's success:

Goals	Assessment Measures
Upper School – college readiness	College Acceptance rate
Upper School – internationally competitive	AP exam scores
Lower School – prepared for Upper School	(Pre)-Comprehensive Exams
Lower School – internationally competitive	IGSCE exam scores

##### Student goals: Upper School

- 1) Students will be prepared to enter college without need of remediation. Most students will enter in advanced standing and all will be prepared to take intermediate college course work; and
- 2) Students will be prepared to compete against their International peers in highly performing education systems.

##### Student goals: Lower School

- 1) Students will be prepared for successful completion of the demanding BASIS Upper School program.
- 2) Students will be prepared to compete against their international peers in highly performing education systems by demonstrating subject matter competence at international levels.

These mission-specific goals are the impetus behind the assessment framework at BASIS San Antonio. These goals guide teachers, administrators, education support staff, the BASIS

**Student Goals: P. 19**

In order to measure student progress over time, BASIS San Antonio will administer and monitor student performance on pre comprehensive exams at the middle of the school year and the comprehensive exams at the end of the school year. The goal is for all students to pass each of these exams every year.

BASIS San Antonio will measure student engagement and reengagement based on a combination of attendance and participation in extracurricular activities. Starting in the first year of operation we expect a 95% attendance rate and the majority of students to participate in one or more extracurricular activities.

We will use the college acceptance rate and Advanced Placement exam scores to measure readiness for postsecondary success. As referenced on page 26 of this application, our goal is a 100% college acceptance rate among our graduates and AP scores to be as follows:

1. AP exam pass rate in the core courses at or above 60%, 65% and 70% respectively during years two, three and four of operation;
2. AP exam pass rate in the elective courses at or above 60%, 65% and 70% respectively during years two, three and four of operation; and
3. AP exam pass rate above the national average in a majority of AP subject exams administered by the third year in operation.

***APPROVED DURING CONTINGENCY PROCESS***



Curriculum Director, the BASIS Data Director, the BASIS San Antonio Board of Directors, and the authorizer in evaluating the success of the BASIS academic program and the success of the BASIS San Antonio faculty and staff in ensuring the school is attaining its mission.

Throughout the academic year, BASIS faculty and staff engage in weekly meetings and workshops to ensure the mission is being accomplished. These meetings may take the form of joint meetings of both Lower and Upper Schools, separate meetings for each school, meetings organized based on grade level, or meetings organized by departments (based on subjects) or by other specific groups (e.g., Capstone teachers, Senior Project advisors, elective subject teachers). In the course of these meetings, faculty and staff engage in ongoing collaborative efforts to ensure BASIS students are prepared for the next stage of their academic career (be that high school or college) and that they are prepared to compete against their international peers in highly performing educational systems. Faculty and staff present, evaluate, and analyze student achievement data related to the school's mission as it becomes available. They also discuss ways to improve teaching techniques and classroom management skills, and they reflect on the achievement of individual students and offer ideas for furthering their academic progress. Through sharing experiences, both successful and unsuccessful, BASIS faculty and staff ensure they are all adequately preparing students for state-mandated exams, Comprehensive exams, IGCSE exams and AP exams. This ongoing process of reflection, evaluation, and collaboration ensures all BASIS faculty are intimately aware of the school's mission and goals, are knowledgeable and up to date on student achievement data, and constantly reflect on and reevaluate students' academic progress in terms of the school's mission and performance management.

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

**Assessment Measures**

Student goals: Upper School – Students will be prepared to enter college without need of remediation and will be well prepared for the successful completion of college level work.

**Assessment Measure: College Acceptance Rate**

Collecting and analyzing data on college acceptance among BASIS San Antonio graduates will provide one measure of the school's success in achieving the goal of preparing students to enter college without need of remediation and preparing them well for the successful completion of college level work. We will collect and analyze the following data pertaining to college acceptance among BASIS San Antonio graduates.

1. The percentage of BASIS San Antonio graduates who are accepted to a 2 or 4 year college or university;
2. The percentage of BASIS San Antonio graduates within each subgroup who are accepted to a 2 or 4 year college or university:
  - a. Female, Male, White, Hispanic, Asian / Pacific Islander, African American, Native American, and Homeless;
3. The percentage of BASIS San Antonio graduates who are accepted to a 4 year college or university;
4. The percentage of BASIS San Antonio graduates within each subgroup who are accepted to a 4 year college or university:
  - a. Female, Male, White, Hispanic, Asian / Pacific Islander, African American, Native American, and Homeless.

Detailed data pertaining to college acceptance rates will be presented to BASIS staff, the BASIS San Antonio Board of Trustees, the authorizer, and any other essential personnel. College acceptance rates for BASIS San Antonio students will be available to the public through the school's website and school publications such as brochures and annual reports.

Student goals: Upper School – Students will be prepared to compete against their international peers in highly performing education systems.

**Assessment Measure: Advanced Placement Exams**

In addition to aligning well with the expectations of colleges and college professors, AP courses and exams are also well-aligned with international standards. At Oxford and Cambridge Universities, entrance requirements are stated both in terms of A-levels and AP Exams. The College Board Advanced Placement International Diploma Brochure outlines the following demonstrations of world-wide recognition for the AP program:

- Universities in more than 60 countries outside the United States recognize the AP Program in the admissions process;
- All universities in Canada offer credit for AP courses and examinations;
- Every university in Germany and Austria recognizes the AP Program;
- AP has been mapped against the British A-Level Exams, providing universities a familiar benchmark to evaluate AP Grade Reports;
- AP Program recognition has spread throughout Latin America. Prominent universities in Bolivia, Chile, Colombia, Guatemala, Mexico and Uruguay have recently developed strong AP policies;
- The Dominican Republic's National Council on Higher Education has a system wide policy for the acceptance of the AP Program; and
- Several universities in China and Taiwan encourage AP Grade Report submissions. Initiatives are under way in other Asian countries, including India, Japan and South Korea.<sup>1</sup>

Because AP courses and exams are well aligned both with international and domestic standards, BASIS San Antonio's success in accomplishing the goal to prepare students to compete against their international peers in highly performing education systems will be measured using AP Exams.

Requirement for BASIS San Antonio students (upon full implementation of BASIS Program):

1. Complete at least 8 AP courses and 6 AP exams
2. Take at least 1 AP exam in each core subject (English, Math, Social Science, Science)
3. Receive a score of 3 or higher on at least one AP exam

School-wide AP results data will be available to the public through the school's website and school publications such as brochures and annual reports. School-wide AP results data could be presented either as average scores for every subject tested or as a percent of students scoring 3 or higher for every subject tested.

Student goals: Lower School: Students will be prepared for successful completion of the demanding BASIS Upper School program.

Assessment Measures: Pre-Comprehensive and Comprehensive Exams

Our goal is to offer students opportunities throughout their high school careers that will facilitate their enrollment in and success at the college or university of their choice. The BASIS academic

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<sup>1</sup> [http://www.collegeboard.com/prod\\_downloads/student/testing/ap/APID\\_brochure.pdf](http://www.collegeboard.com/prod_downloads/student/testing/ap/APID_brochure.pdf)

program is especially demanding in the high school grades and a student's success depends largely on his or her performance, and the knowledge gained, in the lower school grades.

The curriculum for grades 5 through 8 is consistent with the highest international academic standards and is specially designed to help students develop academic and organizational skills, as well as a deep knowledge base, which will prepare them for the demanding BASIS upper school curriculum. In a very real sense the BASIS Lower School curriculum is the key factor behind the success of the BASIS high school program. By introducing high-level academic skills and content standards in lower grade levels, we ensure students are exposed to these concepts early and often and have mastered the material by the time they enroll in honors and AP level courses in high school.

Pre-Comprehensive and Comprehensive Exams provide an assessment tool which ensures students have mastered the necessary material before being promoted to the next grade level. In order to earn promotion to the next grade, students in grades 6 and 7 must pass a Comprehensive Examination in each of the core subjects: English, mathematics, history, chemistry, physics, biology and foreign language. The intent of these examinations is to ensure each student achieves and maintains mastery of the curriculum content in the core subjects taught at BASIS. Students who fail any Comprehensive Exam will be offered the opportunity to retake the failed exam on a specified date over the summer. Students who retake and pass all failed comprehensive examinations will be promoted to the next grade level, provided they have completed all other conditions for promotion.

Comprehensive Examinations will be given at the conclusion of the Review Term. Students prepare for these examinations by taking Pre-Comprehensive Exams in the middle of the school year and by completing review units incorporated into each subject. The purpose of the Pre-Comprehensive Exam, given in January, is to provide students with the experience of taking a cumulative examination. It will also provide teachers with invaluable information about each student's progress. Results of Pre-Comprehensive Exams will also give students and their parents/guardians as different means of assessing academic standing.

Comprehensive exams for 6<sup>th</sup> and 7<sup>th</sup> grade students will be developed by course teachers and approved via the BASIS curricula audit process. In order to provide some external benchmarking measures, BASIS has developed policies and procedures to include Common Questions and AP Preparatory Questions on Comprehensive Exams at all BASIS locations.

1. Common Questions: Teachers of 6<sup>th</sup> and 7<sup>th</sup> grade core subjects write their own Comprehensive Exam for their course with the proviso that the exams are audited by the Curriculum Director to ensure compliance to State requirements and consistency with the BASIS curriculum and educational philosophy. The BASIS Curriculum Director selects various questions from each teacher's exams and includes these questions on the final exam for all students in the same grade level who are taking the same subject at any BASIS school. The inclusion of common questions allows BASIS teachers a large degree of autonomy in designing their curriculum and course syllabi while still providing an external benchmark on teaching and learning. It also helps key administrative



personnel make determinations about best practices used by teachers whose students had the most success on the Common Questions.

We will collect and analyze the following data pertaining to Comprehensive Exam Common Questions:

- a. The percentage of correct answers for each question;
- b. The average percentage of questions answered correctly by BASIS San Antonio students;
- c. The percentage of questions answered correctly by each BASIS San Antonio student; and
- d. The average percentage of questions answered correctly by BASIS San Antonio students in each subgroup:
  - i. Female, Male, White, Hispanic, Asian / Pacific Islander, African American, Native American, and Homeless.

Detailed data pertaining to Common exam questions will be presented to BASIS San Antonio staff, the BASIS San Antonio Board of Directors, the authorizer, and any other essential personnel.

2. AP Prep Questions: The BASIS Curriculum Director will select 15 questions from AP exams given in the relevant subject in previous years. Course teachers will not be made aware of content of the questions prior to the distribution of the exams. This will allow school administrators to accurately determine the level of student preparation.

The selected AP preparatory questions will be inserted into the students' comprehensive exams. While students' scores on these AP preparatory questions will not be factored into comprehensive exam grade, they will provide a measure for the BASIS key administrative personnel to help them determine whether students are receiving suitable preparation for AP exams and best practices used by teachers whose students had the most success on the AP prep questions.

We will collect and analyze the following data pertaining to Comprehensive Exam AP Prep Questions:

- a. The percentage of correct answers for each question;
- b. The average percentage of questions answered correctly by BASIS San Antonio students;
- c. The percentage of questions answered correctly by each BASIS San Antonio student; and
- d. The average percentage of questions answered correctly by BASIS San Antonio students in each subgroup:



- i. Female, Male, White, Hispanic, Asian / Pacific Islander, African American, Native American, and Homeless.

Detailed data pertaining to Comprehensive Exam AP Prep Questions will be presented to BASIS San Antonio staff, the BASIS San Antonio Board of Directors, the authorizer, and any other essential personnel.

Student goals: Lower School: Students will be prepared to compete against their international peers in highly performing education systems.

Assessment Measure: Cambridge International General Certificate of Secondary Education (IGCSE)

The Cambridge International General Certificate of Secondary Education (IGCSE) is a lower secondary school subject-specific exam program used in the UK and throughout the world. It is designed to be taken by students aged 14-16, with their precise age and grade depending on the school system or school in which the students are enrolled. In the UK, the IGCSE provides preparation for the Cambridge Advanced stage including Cambridge A/AS Levels and Cambridge Pre-U.

BASIS San Antonio will adopt the IGCSE program as an externally benchmarked exit exam for 8<sup>th</sup> grade students (who are generally 14 years of age) when the first cohort of 5<sup>th</sup> grade students reaches the 8<sup>th</sup> grade (2015-16 school year). The BASIS San Antonio Lower School program will be designed in such a way that all BASIS students will be ready to take IGCSE board exams in most core subjects by the end of their 8th grade year. In a few cases, such as with foreign language courses, the exams will be deferred to the following year to ensure students are prepared to meet the international benchmark.

The IGCSE exams enable BASIS to benchmark its curriculum to the highest international standards and determine how BASIS students compare to their international peers. Equally important, the IGCSE exams provide an opportunity for schools to evaluate student learning while still allowing for teacher autonomy in curricula design.

#### Performance Indicators

Student goals: Upper School: Students will be prepared to enter college without need of remediation and well prepared for successful completion of college level work.

Assessment Mechanism: College Acceptance

BASIS San Antonio's goal is to ensure that 100 percent of its graduates are accepted to a 4 year college or university. The implementation of a strong college counseling program is vital to achieving this goal.

Our Upper School will employ a full-time College Counselor who will also act as the Assistant Upper School Director. The College Counselor will communicate regularly with the BASIS Research Director and the BASIS Communications Director and will keep them apprised of the various college acceptances among BASIS San Antonio students. Information about college

acceptance will be published on the BASIS San Antonio website and input into the student information database. Each year, the Research Director will collect and analyze college acceptance data to ensure every student has gained admission to at least one four year college or university. Success in achieving this goal will be measured by BASIS as our ability to achieve a 100% college acceptance rate among our graduates.

Student goals: Upper School: Students will be prepared to compete against their international peers in highly performing education systems.

Assessment Mechanism: Advanced Placement Exams

School wide goals: Since we will open operations as a 5-8 school, we will not begin offering AP exams until the second year BASIS San Antonio is open. Nevertheless, we expect very strong results from our students.

1. AP exam pass rate in the core courses at or above 60%, 65% and 70% respectively during years two, three and four of operation;
2. AP exam pass rate in the elective courses at or above 60%, 65% and 70% respectively during years two, three and four of operation; and
3. AP exam pass rate above the national average in a majority of AP subject exams administered by the third year in operation.

Detailed data pertaining to AP course and exam participation and AP exam results will be presented to BASIS San Antonio staff, the BASIS San Antonio Board of Directors, the authorizer, and any other essential personnel.

Student goals: Lower School: Students will be prepared for successful completion of the demanding BASIS Upper School program.

Assessment Mechanism: Pre-Comprehensive and Comprehensive Exams

Our success in accomplishing our mission will be measured, in part, on BASIS San Antonio 6<sup>th</sup> and 7<sup>th</sup> grade students' ability to answer an average of 60 percent of the Common Questions correctly on their comprehensive exams and on their ability to answer an average of 30 percent of AP Prep Questions correctly in the 6<sup>th</sup> grade and answer an average of 40 percent of AP Prep Questions correctly in the 7<sup>th</sup> grade. Each year, BASIS teachers will be required to grade pre-comprehensive and comprehensive exams for each student and send data on Common Questions and AP Questions to the BASIS Curriculum Director and the BASIS Research Director.

The BASIS Research Director will collect and analyze comprehensive exam data to determine whether BASIS San Antonio students were able to answer an average of 60 percent of Common Questions correctly, answer an average of 30 percent of AP Prep Questions correctly in the 6<sup>th</sup> grade and answer an average of 40 percent of AP Prep Questions correctly in the 7<sup>th</sup> grade.

Student goals: Lower School: Students will be prepared to compete against their international peers in highly performing education systems.

Assessment Mechanism: International General Certificate of Secondary Education (IGCSE) from University of Cambridge

Because the program just completed its first year of full implementation at the existing BASIS campuses, and because BASIS students will take the Cambridge IGCSEs one to two years ahead of their international peers, determinations regarding performance goals and the measurement of student progress are still being finalized. Upon receiving baseline scores from students at BASIS Tucson and BASIS Scottsdale this school year, teachers and administrators were reassured that the results of BASIS 8<sup>th</sup> grade students outpaced the international 10<sup>th</sup> grade student performance in three of four areas measured. Although not yet finalized, we are working toward a “passing” requirement (as scored A\* through G on the IGCSEs) in math and English for all 8<sup>th</sup> grade students. The further determination of performance goals at the existing BASIS campuses will provide us with information regarding how success in accomplishing the school's mission will be further measured through students' results on the Cambridge IGCSE exams.

***c) Describe the ways in which the school and community members will work together to ensure continuous academic growth for all students.***

The BASIS school culture makes high academic achievement and intellectual engagement the norm and allows students to realize and fulfill their own great academic potential.

Teachers play an instrumental role in this high-achieving community. BASIS hires teachers who hold academic degrees in the discipline they teach, who are passionate about their subject, and who can convey their passion in a way which gives students an overall sense that learning is exciting, rewarding, and worthwhile.

BASIS focuses on teaching students to take responsibility for their education beginning in 5<sup>th</sup> grade. Rather than post homework assignments online, BASIS teachers announce assignments during class. This teaches students to be responsible for knowing due dates, understanding assignments, and completing homework on time.

Beginning in 6<sup>th</sup> grade, students are required to pass Comprehensive Exams in each core subject in order to progress to the next grade level. Comprehensive Exams ensure students are prepared to advance to more difficult material; they also perpetuate a school culture grounded in personal responsibility. Knowing they will be held accountable for information presented in class or assigned for homework ensures students take their education seriously and reinforces the idea that each student is responsible for his or her own education.

As students progress through the grade levels and build a sense of personal responsibility for their education, they become models for younger students and help create a culture of positive peer support.

While support and encouragement from parents can play a large role in students' success, those students who rely on micromanagement and supervision from their parents are far more likely to struggle in college than students who learn to hold themselves accountable for setting and meeting their own academic goals. BASIS focuses on striking the correct balance by encouraging parents to support their children's education while still allowing them enough autonomy to build the skills and sense of personal responsibility they will need to succeed in college and beyond.

The academic curriculum at BASIS is among the most accelerated in the country. Yet, our exit standards remain attainable for any student, so long as the student is willing to work hard and learns to take advantage of the support systems we offer. This is the culture we cultivate: one of high academic and social expectations, tempered by extensive support and an understanding that hard work is worthwhile. Our students' success is inextricably linked to good study habits, which is why our teachers focus on teaching study and organizational skills that will facilitate student learning and an appreciation of what it truly means to be a student.

In the early Lower School grades, teachers demonstrate study techniques in class and assign study practice as homework to provide students with the tools they will need throughout their academic careers. Teachers actively oversee student progress and identify students who they believe would benefit from additional support. These students meet with Student Support Staff



before and after school to develop study skills and organizational skills, and schedule times to attend Student-Teacher Hours and Peer Tutoring.

Through this system, BASIS aims to build a culture where students understand that success is a function of hard work. Whether they are at the top of their class or struggling to keep pace with the demands of the BASIS curriculum, every BASIS student is encouraged to improve and to reach for his or her highest academic potential.

**Student Goals: PP. 28-29**

Parents of BASIS students contribute to our extracurricular program by donating their time and helping to transport students to and from events. In the past, for example, robotics was such a successful extracurricular activity and liked by both students and parents that we created a robotics elective option as well.

BASIS partners with local YMCAs, Boys and Girls Clubs, recreation centers, etc. to help increase opportunities for students to attend various informative events and activities. We have an ongoing relationship with the DC chess center in which we have a shared space agreement for our Chess Club. Each campus also works with local recreation centers to schedule their extracurricular events that may not be able to be held on campus.

APPROVED DURING CONTINGENCY PROCESS

## 5. Educational Plan

*TEA's website contains information that may assist in the development of an educational plan. Some of the links that an applicant may want to review are as follows:*

*Texas Administrative Code <http://ritter.tea.state.tx.us/rules/tac/index.html>;*

*Texas Essential Knowledge and Skills <http://www.tea.state.tx.us/index2.aspx?id=6148>;*

*Special Education <http://ritter.tea.state.tx.us/special.ed/>;*

*Bilingual Education [http://www.tea.state.tx.us/index2.aspx?id=4098&menu\\_id=720](http://www.tea.state.tx.us/index2.aspx?id=4098&menu_id=720); and Curriculum*

*[http://www.tea.state.tx.us/index.aspx?id=2147484904&menu\\_id=720&menu\\_id2=785&cid=2147483654](http://www.tea.state.tx.us/index.aspx?id=2147484904&menu_id=720&menu_id2=785&cid=2147483654).*

*To be awarded a charter, a sponsoring entity must propose a program that by the third year of operation serves at least one grade in which state assessment tests are administered (i.e., grades 3-11) and in which a minimum of 30 students are enrolled.*

*a) Describe the educational program to be offered, including special education and bilingual education/English as a second language (BE/ESL). Clearly state that each grade level will incorporate the Texas Essential Knowledge and Skills (TEKS). Describe the connection between the TEKS, classroom instruction, and assessment of student progress and provide three specific examples of the ways that the TEKS and the assessment of the TEKS will be incorporated into classroom instruction.*

*In addition, specifically address each of the following:*

- Describe the manner in which the science curriculum will meet the 40% laboratory and field investigation requirement for middle and high school courses.*
- Describe the educational program and the setting that will be used to offer courses to meet the requirements for physical education.*

*Describe the educational program and the setting that will be used to offer courses to meet the requirements in fine arts.*

### Curriculum at a Glance

- Students must pass classes and end-of-year comprehensive exams to be promoted
- College Preparatory education starting in the Lower School
- Comprehensive benchmarking system beginning in 6<sup>th</sup> grade including IGCSE and AP exams in Upper School
- Taught at international standards, while ensuring students cover standards at or (often) before grade level
- BASIS Tucson has consistently been ranked among *Newsweek*, *US News & World Report*, *The Washington Post* and *BusinessWeek's* top-ranked academic programs

### Curriculum and Instructional Design

BASIS San Antonio is a classroom-based school which offers a rigorous liberal arts college preparatory education to all students. We expect our class sizes to range from 25 to 30

## **Other**

BASIS San Antonio confirms its understanding that special education teachers must be certified.

BASIS San Antonio confirms its understanding that placement of requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. BASIS San Antonio will offer a full continuum of special education services.

BASIS San Antonio confirms its understanding that bilingual/ESL teachers must be certified.

BASIS San Antonio confirms its understanding that it will follow state law concerning bilingual/ESL and may be required to offer bilingual classes in accordance with TEC, Chapter 29.

*APPROVED DURING CONTINGENCY PROCESS*



students, depending on the course and the grade-level. Our teachers are trained on a number of successful teaching methods, but we do not strictly adhere to one way of instructing students. We believe that teachers must be free to discover which instructional methods work best for their particular class. Our curriculum is aligned to the highest international standards, yet we ensure that our classes cover the Texas Academic Standards and Common Core Standards at or before grade level. We have found that allowing our teachers to perform the standards alignment is a very effective way for them to take ownership over their classes and what is taught, and a full standards alignment will be completed for each subject and grade level. This will be done by the teachers after BASIS Texas is awarded a charter and before the school year begins.

Our comprehensive course auditing process ensures that all of our classes are aligned to the minimum state standards, while simultaneously ensuring the classes teach enough material for the students to be successful on the rigorous exit standards.

The BASIS educational program includes the adoption of AP classes and tests as exit standards. We have chosen AP exams because they are widely accepted as the most rigorous exams a high school student can take, they are proven indicators of students' success in college, and they are very flexible. All BASIS students are required to take one AP exam in 9<sup>th</sup> grade, two AP exams in 10<sup>th</sup> grade, and three AP exams in 11<sup>th</sup> grade. Our students are allowed a reasonable amount of choice in which tests they take, so long as they take the prescribed number per year. (Some disciplines like Social Science require students to take certain exams during certain years, but most do not.) We are able to require AP exams as early as 9<sup>th</sup> grade because the College Board provides a course auditing service that ensures our classes are teaching some of the AP standards as early as Lower School. We anticipate our population of students to reflect the demographics of San Antonio, and because we expect our school to attract those students who want a college preparatory education, we believe the AP exams are a reasonable exit standard. Students at operational BASIS schools produce AP results that far outpace their peers at most other schools.

#### *BASIS: Innovation in American Education*

BASIS offers an accelerated liberal arts curriculum that is among the most rigorous and reliable in the country; a curriculum that asks students to work hard to reach their academic potential and offers them the assurance of comprehensive benchmarking and expert teaching; a curriculum where students are held accountable for their own success, where they cultivate deep reservoirs of knowledge and think deeply and creatively about that knowledge, and which arouses their confidence to intelligently engage in the world around them.

Our benchmarking system, which uses AP exams as an externally generated and externally graded marker of our students' progress, is one of the keys to our program. By adopting AP exams as an integral component of our curriculum, we adopted standards that are internationally competitive and more rigorous than any American state's requirements. This added demand meant we needed to come up with a way to ensure our students were able to reach our goals for them. In the BASIS spirit of innovation, we created a benchmarking system that integrates AP exams into the core academic program for all students and incorporates their AP exam scores into their final course grades. Because the students' AP exam scores count towards their grades, and because teachers are held responsible for their students' scores, both students and teachers have an inherent interest in working together to achieve excellence. This cohesion has led to tremendous results.

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Educational Plan: P. 31**

BASIS San Antonio confirms its understanding that "requiring all students to take AP classes" is not allowable as requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. BASIS San Antonio confirms its understanding that the charter school will offer a full continuum of special education services.

APPROVED DURING CONTINGENCY PROCESS

### *Vertical connections:*

Vertical connections are the link between classes in the same subject from one year to the next. They are the way a class fits with the class that comes before it and the class that comes after it in that same academic discipline and they are vital to the success of the BASIS educational program. Each class must build on the class that came before it so that students are actively using and supplementing the knowledge they gain from year to year. What follows is an explanation of how several vertical connections work within our curriculum.

Passing AP Calculus AB is required of all students at mature BASIS campuses. Keeping in mind the optional senior year at BASIS, this means students must complete AP Calculus AB by the end of 11<sup>th</sup> grade. If that is the case, all students must be ready for Pre-Calculus by the beginning of 9<sup>th</sup> grade, in order to account for any student who may need two years of Pre-Calculus work to prepare for AP Calculus AB (the ultimate goal is content mastery). Therefore, the goal of the Lower School program is to ensure all students are prepared for Algebra II by 8<sup>th</sup> grade, Algebra I by 7<sup>th</sup> grade, and Pre-Algebra by 6<sup>th</sup> grade. In order to do so, BASIS starts all incoming 5<sup>th</sup> graders at Math 8/7 level and helps them master more than one year's worth of content each year.

In English, the ultimate goal is for all students to be prepared enough to take AP English Language or AP English Literature by the time they graduate. In order to do so, students must be familiar with both of these subjects early on in their high school careers. Therefore, all students are enrolled in both Honors Language and Honors Literature in 9<sup>th</sup> grade. They are prepared to succeed in these classes because our Lower School program teaches more than one year of content per school year in preparation for our rigorous High School program. Keeping in mind that BASIS allows students to move forward if they are prepared for higher level work, 10<sup>th</sup> graders may choose to go directly from the 9<sup>th</sup> grade courses to either AP English Language or AP English Literature if they feel prepared. Yet, the option also exists for students to take another year of Honors level English in 10<sup>th</sup> grade if they feel they need more practice before the AP course, reinforcing BASIS's commitment to content mastery. Because the students have all taken Honors Literature and Honors Language in 9<sup>th</sup> grade they are able to complete the AP English requirement by 11<sup>th</sup> grade, even if they need two years of preparation for content mastery.

It is the responsibility of the BASIS Lower School program to make sure students have mastered enough material by the end of their 8<sup>th</sup> grade year to be well prepared for the rigors of an AP-centric High School program. One example of how this is done is in the teaching of sciences. In 5<sup>th</sup> grade, all students take an Intro to Science course and a Physical Geography course. These courses prepare the students to take biology, chemistry, and physics as separate courses, which they start doing in 6<sup>th</sup> grade, far earlier than normal public schools. By the time students are in 8<sup>th</sup> grade, they are in their third year of each of the hard science courses, giving them a tremendous base of knowledge from which to work. This would be a rigorous *high school* science program at other schools. As such, the biology, chemistry, and physics classes our students take from 6<sup>th</sup> grade to 8<sup>th</sup> grade are the reason they can take those courses at the honors, AP, and eventually, Post-AP level throughout high school.

### *Horizontal connections:*

Equally as important as vertical connections between classes are horizontal connections between classes within each grade level. The following examples demonstrate how we recognize the importance of horizontal connections when developing our curriculum:



In 5<sup>th</sup> grade, students are required to take a Latin course and a Classics course. Since these two courses are so thematically similar, it benefits the students for us to teach them simultaneously. These courses also act as foundational knowledge for the history and foreign language courses students will take in subsequent years. 5<sup>th</sup> grade students also take both Introduction to Science and Physical Geography at the same time, which not only complement each other, but also act as foundational knowledge for the Biology, Chemistry, and Physics courses students take starting in 6<sup>th</sup> grade.

Another example of how the BASIS curriculum is horizontally connected is in the teaching of Economics. The goal of the economics program is to prepare students for college level economics courses by the time they reach high school; therefore, it is essential that all BASIS 8<sup>th</sup> grade students take a full year of entry-level economics in 8<sup>th</sup> grade. However, in order to be successful in entry-level economics, students need to be able to manipulate linear Algebraic functions, a concept taught in a typical Algebra I course, and they need to be familiar with how to solve simultaneous equations to find points of intersection on a graph, a concept taught in a typical Algebra II course. With these prerequisites in mind, students need to be in at least Algebra II by the time they take 8<sup>th</sup> grade Economics at BASIS.

Both the vertical and horizontal connections between classes are made stronger by our teachers' commitment to collaboration and discussion. The teachers of each class work together to ensure all of the courses in the BASIS curriculum are interconnected. This concerted effort to make both vertical connections between classes from year to year and horizontal connections between classes during the same year is the most essential way we achieve our mission of providing students with a world-class college preparatory education.

## Special Education and ESL

BASIS uses certified Special Education providers at all campuses to ensure special student populations get the services they require and to ensure that the school follows all state and federal laws regarding Special Education procedures.

During the registration process, parents are asked to inform the school if their child receives services from a special education program. With this information, the school is able to request the records for the child and provide the services seamlessly upon a child's enrollment. If at any time a teacher or parent alerts the school to potential exceptional needs, the School Director works with the Special Education Teacher and Student Support person to create a study team to meet and discuss the child's performance. Following the conclusion of the Child Study team meeting, one of the following outcomes may occur:

- No further action is required because the teachers feel that the characteristic is typical of students in that grade level. The teachers provide individual direction in the classroom on their own to help the child.
- Recommendation to the School Director to seek an evaluation by the School Psychologist, Speech Therapist or Special Education teacher. The School Director contacts the parent and coordinates testing.
- Recommendation to the School Director that the student be placed on the Student Support program.

If a student has an Individual Education Plan (IEP) or 504 plan, the student is provided differentiated instruction by either the regular classroom teacher or a combination of the classroom teacher and special education teacher. If the student is to receive speech or occupational therapy services, the services are scheduled so that there is minimal loss of



instructional time in the core subjects. The child's progress is monitored closely and a summary of the student's progress toward each of the measureable goals is completed by the therapist or special education teacher. Since the BASIS Progress Grade Reports provide very detailed statistics on a student's performance, a School Director, teacher, or parent can quickly assess the student's progress toward the defined measureable goals and can ask that the IEP team meet again to review the accommodations, modifications, or recommendations in the IEP. BASIS complies with all rules and provisions related to working with students with special needs. Specifically detailing the curriculum, modification, and accommodations before assessing the needs of each student is in direct violation of IDEA and is against the spirit of an Individual Education Plan. We will hire one or more case managers depending on the number of students who enroll with IEPs and 504s. Required services are administered within the regular education classroom (the LRE) whenever possible. All required services that cannot be provided in-house are contracted out to special education service providers.

### *Bilingual Education and English as a Second Language (BE/ESL)*

During the registration process, parents are asked to indicate their child's primary language or language most used. If the primary language is something other than English, the student's file is given to the Student Support person who communicates with the parent to have their child tested for English Language Proficiency using the assessment recommended by the state of Indiana.

In the case of English Language Learners, we anticipate using Content-Based English as a Second Language Programs to help students achieve language proficiency. We will hire an ESL-certified teacher if the number of students needing this service is relatively high. If a relatively small number of students need ESL service, a BASIS teacher will undergo ESL certification. We will contract out any services that cannot be provided in-house.

Our program is carefully calibrated to ensure every student, at-risk or not, is able to learn at a world class level. We believe that one of the failures of the American education system is in the insistence on setting the bar too low for our students, especially for at-risk and underserved students. We expect the same results from all of our students, no matter what their background, and our comprehensive student support system ensures that all students have the same opportunity to thrive in our program, so long as they take advantage of the myriad opportunities for help that we make available to them. Instead of modifying our standards based on a student's educational or socioeconomic background, we take it upon ourselves to work with that student to ensure he or she is able to reach our standards every step of the way. This system of student support has proven very successful in our operational schools, and it helps all of our students build the self-confidence they need to thrive in the world beyond secondary school.

We are currently planning a Bilingual Education program at our BASIS-affiliated school in Washington, DC due to the cosmopolitan nature of that city. The program is in its creation phase right now, but the plan is to provide bilingual students with a rich literary and writing program in their non-English language as well as in their English language. Students will read primary texts in the native language and will work on their writing and rhetorical skills in the same way students do in typical English classes. Once this program is implemented in DC, we will assess the results. Due to the similarities in the populations of the two cities, we envision possibly running a similar bilingual option in San Antonio.

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Educational Plan: P. 34**

BASIS San Antonio confirms its understanding that the charter will follow state law concerning bilingual/ESL and may be required to offer bilingual classes in accordance with Texas Education Code (TEC), Chapter 29.

***APPROVED DURING CONTINGENCY PROCESS***

## Student Support Program

The Student Support program at BASIS is meaningful, comprehensive and timely, and designed to proactively identify and assist all student educational, emotional, and motivational needs. The program begins before students are enrolled in the school and continues throughout their time at BASIS.

The Student Services Coordinator monitors individual student progress, monitors and assesses individual student discipline issues, and manages the Student Support program, which provides support to struggling students or students who may benefit from early intervention techniques. The BASIS support program consists of peer tutoring, teachers' student hours, homework buddies, parent appointments, an Academic Support program, communication journals, and frequent feedback home.

*Peer tutoring:* The Peer Tutoring Program gives students additional opportunities to review or catch up on school assignments. Because we are a 5<sup>th</sup> grade through 12<sup>th</sup> grade program, our Upper School students act as mentors for the Lower School. Students who excel in certain subjects are selected as Peer Tutors and make themselves available before or after school to help struggling students.

*Teacher-student hours:* Each teacher is available at least one hour per week for students to come to class for extra help. This hour is on the same day and at the same time every week. As is often the case in college settings, no appointment is necessary; students may stop in at any time.

*Homework Buddies:* When a student is absent, he/she is given a homework buddy packet, which outlines all of the material covered in class and any homework due next class. This prevents work from piling up over the course of absences.

*Parent appointments:* Each teacher is available one hour per week for teacher-parent meetings. The meetings occur on the same day and at the same time every week.

*Academic Support Program:* Students who are identified as needing extra support or remediation are placed in the formal Academic Support Program. Details of this program differ depending on the student's individual needs, but they are required to meet with the Student Support Coordinator weekly in order to get extra help in certain academic, organizational, or social areas.

*Communication Journals:* All Lower School students are required to purchase and carry an assignment notebook called the Communication Journal (CJ). Students use the CJ to write down homework assignments, and teachers and parents use the CJ to communicate with each other about the student's performance. CJs are also available for Upper School students.

*Frequent Feedback Home:* Lower School students receive 5 progress grade reports per year. Upper School students receive 3 progress grade reports and 3 Mid-trimester reports per year. All students also receive an end-of-year grade report, reflecting the final grades they earned that year. Along with the CJ and Parent-teacher hours, these grade reports help BASIS keep in close contact with parents.

Besides working with students to develop study skills and organizational skills, the Student Support Specialist also coordinates peer tutoring, schedules times for the student to attend

teachers' office hours, and regularly communicates with the student's family regarding academic progress. Student Support services do not substitute for policies and procedures related to identifying or providing services to students with special needs. BASIS follows all State and Federal guidelines when identifying or assisting students with special needs.

### **The Learning Enrichment Acceleration Program (LEAP)**

LEAP was established as a direct response to feedback from the exceptional learning community and students with Advanced Learning Plans (ALPs). Although we provide a rigorous and accelerated program for all of our students at BASIS, there are some students who are ready to move even faster in certain disciplines. In order to give these students the chance to move ahead and be challenged, and in order to further develop the accelerated nature of the BASIS program, we provide LEAP courses in certain 8<sup>th</sup> grade core disciplines. To be eligible for a LEAP course, a student must apply for entry to the course and the application must be accepted by a LEAP teacher. In addition, to be eligible to continue enrollment in the LEAP subject during the school year, the student must maintain an acceptable overall academic record throughout the entire 8<sup>th</sup> grade in all subjects (a minimum of C level in all subjects on the first and second progress grade reports). There is only one modification of the regular BASIS 8<sup>th</sup> grade program when a LEAP course is taken: For classes that would normally meet fewer than five times per week, the LEAP courses meet during the elective period all five days a week.

LEAP courses allow our students who are particularly motivated in a certain academic discipline to move ahead and study that discipline at an even deeper, more rewarding level than the normal BASIS academic program allows. Depending upon a student's academic success, the LEAP program allows students to participate in AP courses in 9<sup>th</sup> grade, and eventually in Post-AP courses, which promote a deeper understanding of an interesting field (e.g., Organic Chemistry). The program creates an even more rigorous option for students and a new level of experience that helps them prepare for college and the workforce. However, we maintain that the rigor of our general education program is such that highly performing students will be challenged in the classroom every day. Students need not enter the LEAP program in order to find academic rigor at BASIS.

### **TEKS**

Our curriculum is aligned to the highest international standards, yet we ensure that our classes cover the TEKS Standards at or before grade level. We have found that allowing our teachers to perform the standards alignment is a very effective way for them to take ownership over their classes and what is taught, and a full standards alignment will be completed for each subject and grade level. This will be done by the teachers after BASIS San Antonio is awarded a charter and before the school year begins.

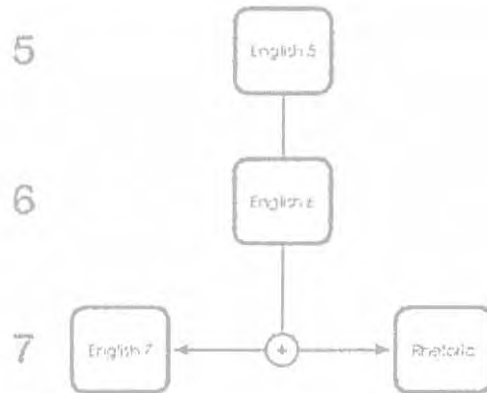
### **The BASIS San Antonio Curriculum**

What follows is a visual representation of the BASIS Academic Curriculum. We have chosen to show you the same information in two different ways. First, we have provided the course sequences from 5<sup>th</sup> grade through 12<sup>th</sup> grade for every major academic discipline at BASIS. These sequences represent the possible classes a student might take. Second, we grouped the classes by year, rather than by subject, with the hours they are taught per week. This is a good representation of what students study each year.



## BASIS ENGLISH COURSE SEQUENCE

### LOWER SCHOOL GRADES



#### Standard English Program

##### Graduation Requirements:

Students must complete four English courses, including English 5, English 6, English 7, and English 8. Students must also complete one of the following courses: English 9, English 10, English 11, or English 12.

#### English Capstone Courses

English 9, English 10, English 11, or English 12.

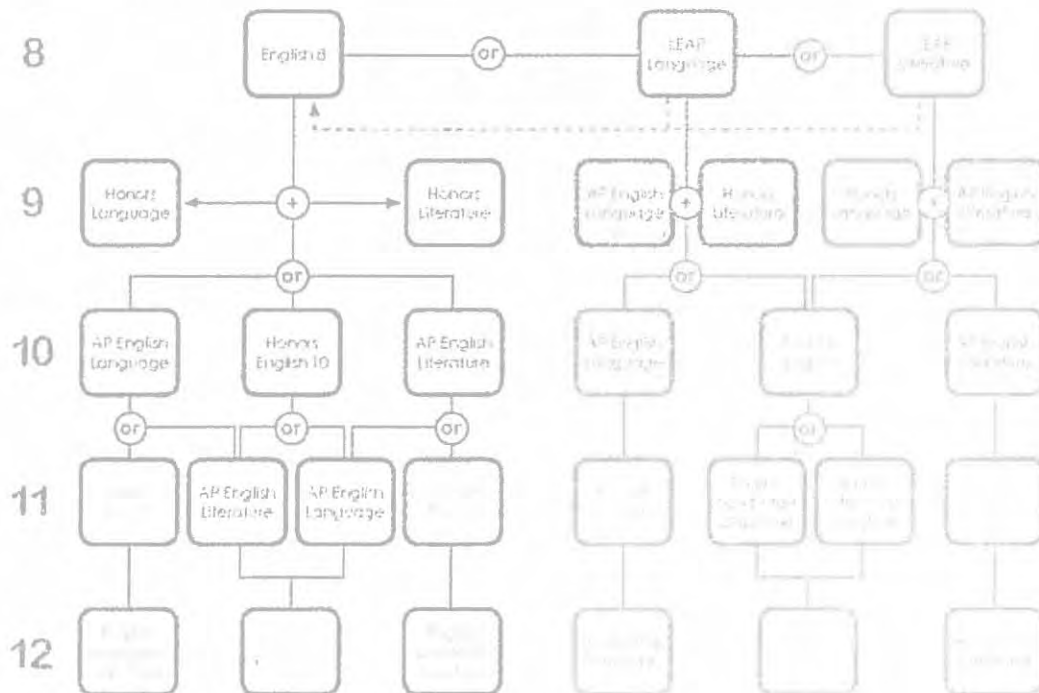
#### Post AP Courses

English 11, English 12, or English 13.

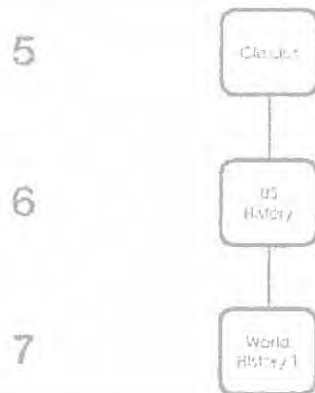
#### LEAP Program

The LEAP Program is a rigorous, college-level program designed for students who are academically gifted. Students in the LEAP Program will complete a sequence of four English courses: LEAP English 8, LEAP English 9, LEAP English 10, and LEAP English 11. Students in the LEAP Program will also complete one of the following courses: LEAP English 12, LEAP English 13, or LEAP English 14. Students in the LEAP Program will receive credit for all of these courses.

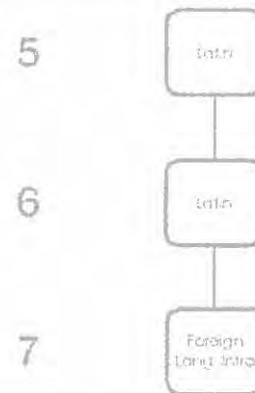
### UPPER SCHOOL GRADES



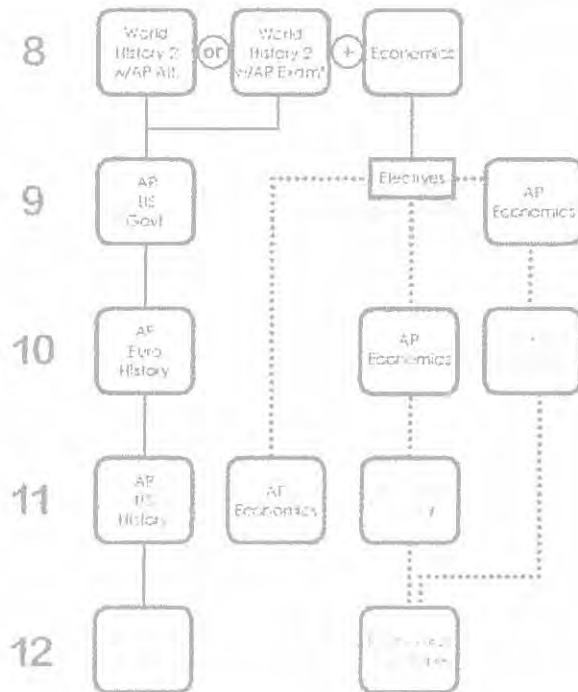
### LOWER SCHOOL GRADES



### LOW R9-HOI GRADES



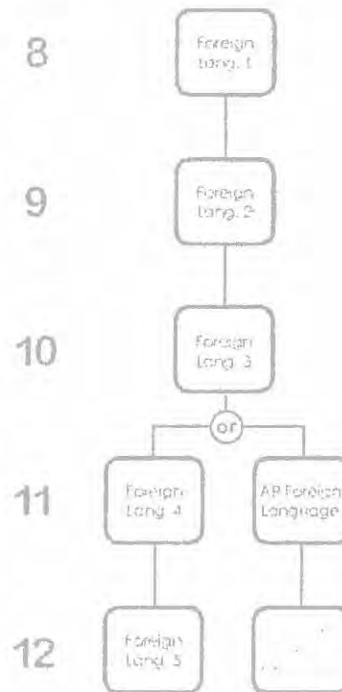
### UPPER SCHOOL GRADES



**Graduation Requirements:**

Post-AP Courses:		AP
1. Honors Chemistry	1. Honors Chemistry	1. Honors Chemistry
2. Honors Biology	2. Honors Biology	2. Honors Biology
3. Honors Physics	3. Honors Physics	3. Honors Physics
4. Honors Math	4. Honors Math	4. Honors Math
5. Honors English	5. Honors English	5. Honors English
6. Honors Social Studies	6. Honors Social Studies	6. Honors Social Studies
7. Honors Art	7. Honors Art	7. Honors Art
8. Honors Music	8. Honors Music	8. Honors Music
9. Honors Foreign Language	9. Honors Foreign Language	9. Honors Foreign Language
10. Honors Health	10. Honors Health	10. Honors Health
11. Honors Computer Science	11. Honors Computer Science	11. Honors Computer Science
12. Honors Economics	12. Honors Economics	12. Honors Economics
13. Honors Psychology	13. Honors Psychology	13. Honors Psychology
14. Honors History	14. Honors History	14. Honors History
15. Honors Government	15. Honors Government	15. Honors Government
16. Honors Law	16. Honors Law	16. Honors Law
17. Honors Medicine	17. Honors Medicine	17. Honors Medicine
18. Honors Engineering	18. Honors Engineering	18. Honors Engineering
19. Honors Architecture	19. Honors Architecture	19. Honors Architecture
20. Honors Design	20. Honors Design	20. Honors Design
21. Honors Journalism	21. Honors Journalism	21. Honors Journalism
22. Honors Public Relations	22. Honors Public Relations	22. Honors Public Relations
23. Honors Marketing	23. Honors Marketing	23. Honors Marketing
24. Honors Management	24. Honors Management	24. Honors Management
25. Honors Business	25. Honors Business	25. Honors Business
26. Honors Finance	26. Honors Finance	26. Honors Finance
27. Honors Accounting	27. Honors Accounting	27. Honors Accounting
28. Honors Statistics	28. Honors Statistics	28. Honors Statistics
29. Honors Data Science	29. Honors Data Science	29. Honors Data Science
30. Honors Artificial Intelligence	30. Honors Artificial Intelligence	30. Honors Artificial Intelligence
31. Honors Robotics	31. Honors Robotics	31. Honors Robotics
32. Honors Space Science	32. Honors Space Science	32. Honors Space Science
33. Honors Environmental Science	33. Honors Environmental Science	33. Honors Environmental Science
34. Honors Oceanography	34. Honors Oceanography	34. Honors Oceanography
35. Honors Geology	35. Honors Geology	35. Honors Geology
36. Honors Meteorology	36. Honors Meteorology	36. Honors Meteorology
37. Honors Climatology	37. Honors Climatology	37. Honors Climatology
38. Honors Earth Science	38. Honors Earth Science	38. Honors Earth Science
39. Honors Planetary Science	39. Honors Planetary Science	39. Honors Planetary Science
40. Honors Astrophysics	40. Honors Astrophysics	40. Honors Astrophysics
41. Honors Cosmology	41. Honors Cosmology	41. Honors Cosmology
42. Honors Particle Physics	42. Honors Particle Physics	42. Honors Particle Physics
43. Honors Quantum Mechanics	43. Honors Quantum Mechanics	43. Honors Quantum Mechanics
44. Honors Relativity	44. Honors Relativity	44. Honors Relativity
45. Honors String Theory	45. Honors String Theory	45. Honors String Theory
46. Honors Superstring Theory	46. Honors Superstring Theory	46. Honors Superstring Theory
47. Honors Loop Quantum Gravity	47. Honors Loop Quantum Gravity	47. Honors Loop Quantum Gravity
48. Honors M-Theory	48. Honors M-Theory	48. Honors M-Theory
49. Honors Unified Field Theory	49. Honors Unified Field Theory	49. Honors Unified Field Theory
50. Honors Grand Unified Theory	50. Honors Grand Unified Theory	50. Honors Grand Unified Theory
51. Honors Theory of Everything	51. Honors Theory of Everything	51. Honors Theory of Everything
52. Honors Quantum Gravity	52. Honors Quantum Gravity	52. Honors Quantum Gravity
53. Honors Quantum Cosmology	53. Honors Quantum Cosmology	53. Honors Quantum Cosmology
54. Honors Quantum Gravity	54. Honors Quantum Gravity	54. Honors Quantum Gravity
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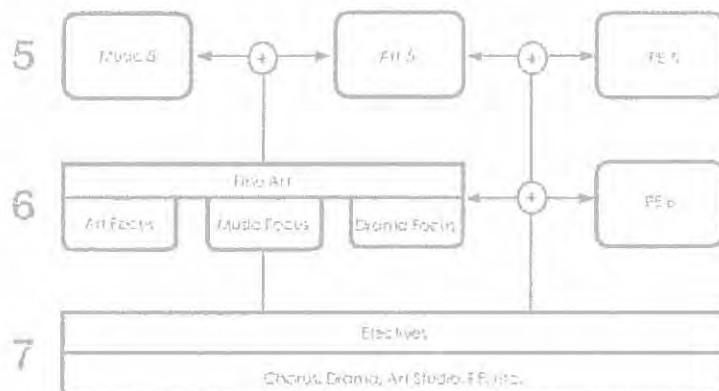
### UPPER SCHOOL GRADES



**Foreign languages:**

## BASIS FINE ARTS, PE & ELECTIVE COURSE SEQUENCE

### LOWER SCHOOL GRADES



#### Standard Fine Arts and PE Program

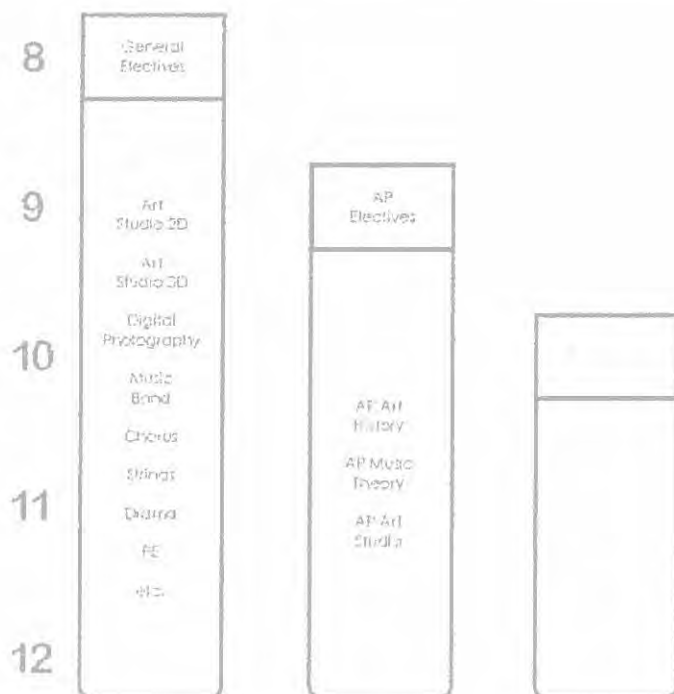
Graduation Requirements: 1.0 credit in each of the following categories:

- Visual Arts
- Music
- Physical Education

#### Partial AP Courses: 0.5 credit in each of the following categories:

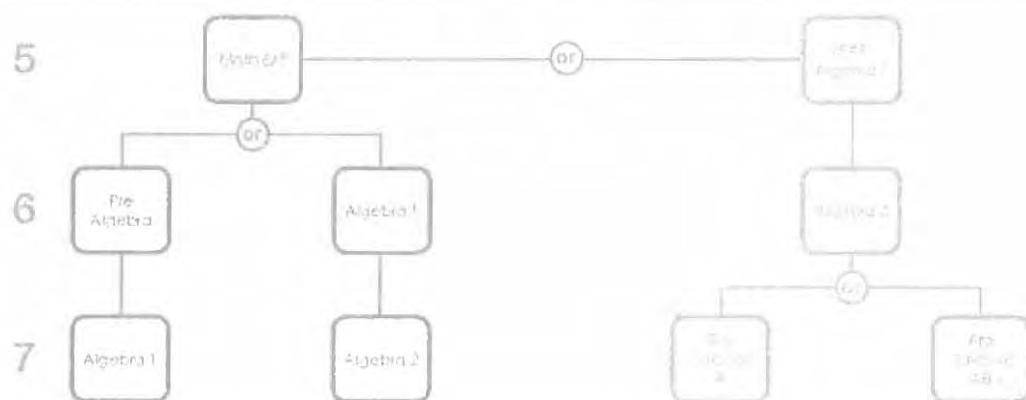
Visual Arts, Music, Physical Education

### UPPER SCHOOL GRADES

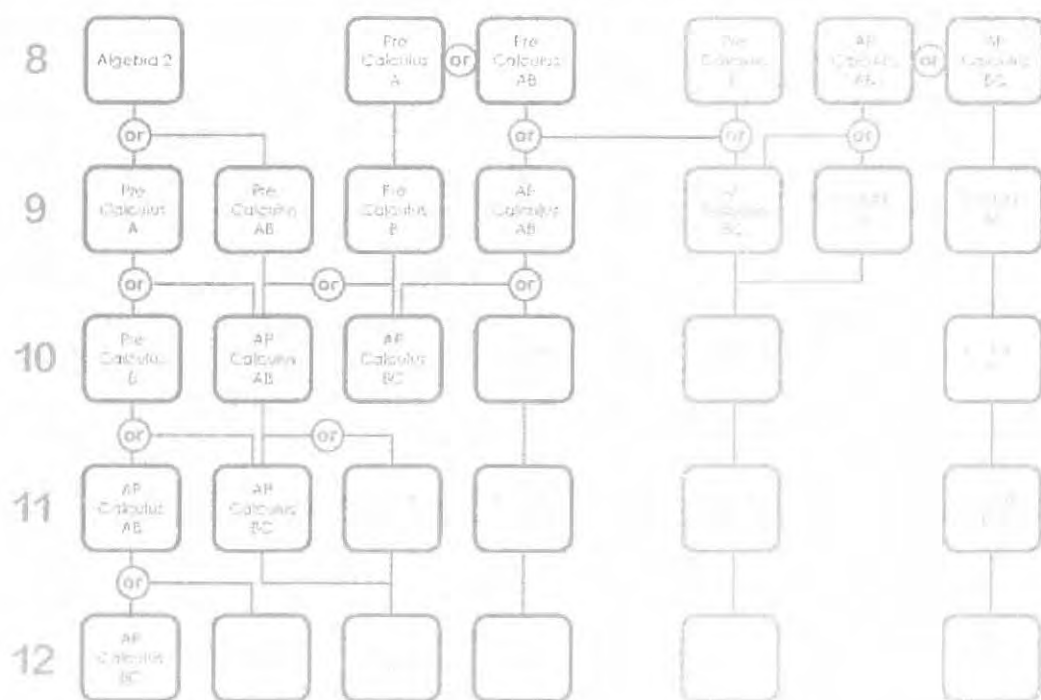


## BASIS MATH COURSE SEQUENCE

### LOWER SCHOOL GRADES



### UPPER SCHOOL GRADES



**Standard Math Program**

Graduation Requirements:

Algebra 1, 2, 3

Geometry

Calculus

**Post AP Courses**

Calculus

Statistics

Discrete Math

Mathematical Modeling

Mathematical Proofs

**STAR Program**

Calculus

Statistics

Discrete Math

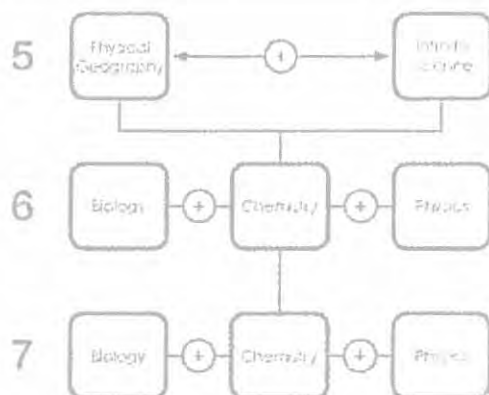
Mathematical Modeling

Mathematical Proofs

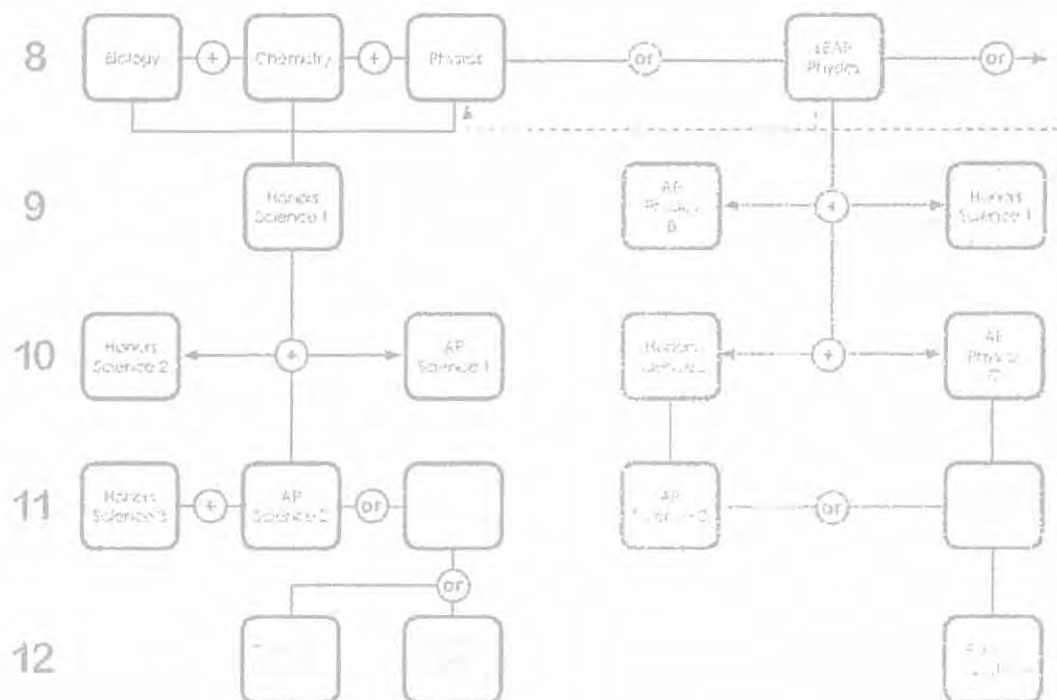


## BASIS SCIENCE COURSE SEQUENCE

### LOWER SCHOOL GRADES



### UPPER SCHOOL GRADES: REGULAR PROGRAM & LEAP PROGRAM



### Standard Science Program

#### Science Alternatives

Students may choose to take a science alternative course in place of a standard science course. The science alternative courses are designed to provide students with a more in-depth understanding of a specific science topic.

#### Graduation Requirements

Students must complete a minimum of three science courses, including one standard science course and two science alternative courses, to meet the graduation requirements.

### Capstone Courses

Capstone courses are designed to provide students with a comprehensive understanding of a specific science topic, including the application of knowledge and skills to real-world situations.

### Post AP Courses

Post AP courses are designed to provide students with a more in-depth understanding of a specific science topic, including the application of knowledge and skills to real-world situations.

### LEAP Program

The LEAP Program is a comprehensive science program that provides students with a more in-depth understanding of a specific science topic, including the application of knowledge and skills to real-world situations. The program includes a variety of courses, including standard science courses, science alternative courses, capstone courses, and post AP courses.

### UPPER SCHOOL GRADES: LEAP PROGRAM (CONT.)



The effect of the BASIS Course Sequences is a cohesive curriculum with a predetermined exit standard, one where every class builds on the previous year's knowledge and where the students learn more than a year's worth of material each academic year. As a result of this meticulous planning, BASIS students are able to take Honors and AP courses earlier than their peers in typical high schools. They are also much better prepared to do well on IGCSE and AP exams because each class they take from 5<sup>th</sup> grade on is constructed to help them achieve the ultimate exit goals, leading to students who are exceedingly well-prepared for college-level work.

**Lower School Course Breakdown, Year-by-Year**

**Grade 5:**

Subject	Course(s)	Hours
English	English 5	5
Mathematics	Math 8/7 Algebra 1 or Algebra 2	5
Science	Physical Geography and Intro to Science	5
Social Science	Classics	3
Foreign Language	Latin	2
Fine Art	Music 5 and Art 5	3
Other	Physical Education 5	4

Total Hours: 35

**Grade 6:**

Subject	Course(s)	Hours
English	English 6	5
Mathematics	Algebra 1 Algebra 2 or Pre-Calculus	5
Science	Biology 6 Chemistry 6 and Physics 6	3
Social Science	US History	5
Foreign Language	Latin	3
Fine Art	Art Focus Drama Focus or Music Focus	5
Other	Physical Education 6	3

Total Hours: 35

**Grade 7:**

Subject	Course(s)	Hours
<i>English</i>	English 7 and Rhetoric	5 2
<i>Mathematics</i>	Algebra 1 Algebra 2 Pre-Calculus or Advanced Calculus	5
<i>Science</i>	Biology 7 Chemistry 7 and Physics 7	3 3 3
<i>Social Science</i>	World History 1	5
<i>Foreign Language</i>	Latin French Intro Mandarin Intro or Spanish Intro	4
<i>Fine Art</i>	Art Studio Drama Music or Physical Education	5

Total Hours: 35

**Upper School Minimum Requirements by Subject Area (Grades 8-12)****Grade 8:**

Subject	Course(s)	Hours
<i>English</i>	English 8	5
<i>Mathematics</i>	Algebra 2 Pre-Calculus AP Calculus AB or AP Calculus BC	5
<i>Science</i>	Biology 8 Chemistry 8 and Physics 8	3 3 3
<i>Social Science</i>	Advanced World History Economics	5 3
<i>Foreign Language</i>	Latin Intro II French Intro II Mandarin Intro II or Spanish Intro II	3
<i>Elective</i>	Academic or Non-academic	5

Total Hours: 35



**Grade 9:**

Subject	Course(s)	Hours
<i>English</i>	Honors English Language	5
	Honors English Literature	5
<i>Mathematics</i>	Pre-Calculus	5
	AP Calculus AB	
	AP Calculus BC or	
	Post AP Math	
<i>Science</i>	Honors Biology	5
	Honors Chemistry or	
	Honors Physics	
<i>Social Science</i>	AP US Government and Politics	5
<i>Foreign Language</i>	Latin I	5
	French I	
	Mandarin I or	
	Spanish I	
<i>Elective</i>	Academic or Non-academic	5

Total Hours: 35

**Grade 10:**

Subject	Course(s)	Hours
<i>English</i>	Honors English	5
	AP English Language or	
	AP English Literature	
<i>Mathematics</i>	Pre-Calculus	5
	AP Calculus AB	
	AP Calculus BC or	
	Post-AP Math	
<i>Science</i>	Honors Science (Biology, Chemistry, or Physics) and	5
	AP Science (Biology, Chemistry, or Physics)	5
<i>Social Science</i>	AP European History	5
<i>Foreign Language</i>	Latin II	5
	French II	
	Mandarin II or	
	Spanish II	
<i>Elective</i>	Academic or Non-academic	5

Total Hours: 35

**Grade 11:**

Subject	Course(s)	Hours
<i>English</i>	AP English Language or AP English Literature	5
<i>Mathematics</i>	Pre-Calculus AP Calculus AB AP Calculus BC or Post-AP Math	5
<i>Science</i>	Honors Science (Biology, Chemistry, or Physics) AP Science (Biology, Chemistry, or Physics)	5 5
<i>Social Science</i>	AP US History	5
<i>Foreign Language</i>	Latin III French III Mandarin III or Spanish III (or AP Foreign Language)	5
<i>Elective</i>	Academic or Non-academic	5

Total Hours: 35

**Grade 12:**

Subject	Course(s)	Hours
<i>Humanities</i>	Capstone English or Capstone History	5
<i>Science</i>	Capstone Biology Capstone Chemistry or Capstone Physics	5
<i>Foreign Language</i>	Capstone Latin Capstone French Capstone Mandarin or Capstone Spanish	5
<i>Math</i>	Capstone Math or Game Theory	5
<i>Elective</i>	Academic or Non-academic	5
<i>Senior Seminar</i>	College Counseling	2

Total Hours: 27\*

\*Senior course load is completed over the first two trimesters, to be followed by the Senior Project, which encompasses the entirety of the third trimester.

All of our new campuses are built with seven science labs, two each for biology, chemistry, and physics and one for 5<sup>th</sup> grade Science. Because we adhere to the College Board's

requirements in many of our high school classes including the sciences, our courses tend to be very lab-intensive. According to the College Board website, AP science courses expect students to spend at least 31% of their time in labs. At BASIS San Antonio, we will ensure we over reach that goal by requiring our science teachers in Grade 5 and our biology, chemistry, and physics teachers in grades 6 through 12 to spend at least 40% of their time in labs, thus fulfilling the Texas requirement for laboratory work. Since it is a requirement that all Lower School students take three years each of biology, chemistry, and physics, and since it is a requirement that all Upper School students take all three Honors level courses (Honors Biology, Honors Chemistry, and Honors Physics) and at least one of them at the AP level, BASIS San Antonio students will perform an abundance of laboratory work in their time at school. Each syllabus will be audited by the BASIS' Curriculum Director to ensure compliance with this mandate.

## FINE ARTS

The BASIS fine arts program is an essential part of our students' academic experience. We believe a well-rounded education includes immersion in the arts and art history, and our students benefit from fine arts classes that help them develop their ability to think creatively and encourage them to understand, respect, and appreciate the arts. Our curriculum also prepares students for careers in the arts if they are so inclined. Our building will include two fine arts studios, two music rooms, and one theater.

The 5<sup>th</sup> grade fine arts program includes classes in both art and music. In their music classes, 5<sup>th</sup> grade students learn the basics of singing, music theory and history, listening skills, and teamwork. Each class performs two concerts per year, and the program acts as the baseline for future musical study. In their art classes, students build their drawing skills using both pencils and charcoal, learn the basics of painting with watercolors and oil paints, and begin creating pottery. The art classes teach students the value of creation and organization, while introducing them to working with their hands.

In 6<sup>th</sup> grade, BASIS students are introduced to the role of arts in society and how theater, art, and music help shape culture. Students have the choice to focus in any one of the three artistic disciplines, and they perform or create their own projects within that focus field. These projects are shared with the rest of the class and the BASIS community, which creates a community of artists sharing their work and knowledge.

7<sup>th</sup> grade students are able to choose from a wide array of elective options. These classes go beyond basic theater, art, and music courses, and include classes like Yearbook, Theater, PE, 2D Art, 3D Art, Choir, Piano, and academic electives. The strong artistic base that students build through the 5<sup>th</sup> and 6<sup>th</sup> grade art programs means they are very well prepared for these advanced classes. All 7<sup>th</sup> grade art students create or perform in at least two shows per year, thereby sharing their work with the entire BASIS community.

In the Upper School, students have the chance to choose from even more elective options, including 2D Art, 3D Art, Theater, Band, Choir, PE, piano, and many Advanced Placement electives. We offer advanced placement courses in Music Theory, Art Studio (2D, 3D, and Design Portfolio), and Art History.

## **PHYSICAL EDUCATION (PE)**

BASIS requires 5<sup>th</sup> and 6<sup>th</sup> grade students to enroll in a Physical Education course which focuses on teaching the value of sportsmanship and fair play, as well as cooperation, communication, creativity, and rhythm. Beginning in 7<sup>th</sup> grade, PE becomes an elective option for students. The PE programs vary from BASIS school to BASIS school, and may include sports, martial arts, or a combination of both.

BASIS schools generally offer Martial Arts as a PE option. We will have a multi-purpose exercise room which is well-suited for martial arts. At BASIS San Antonio, all High School students will be required to take a year of PE as part of their graduation requirements. Students may also earn this credit through their participation in athletics or JROTC.



***b) Describe how the teaching methods to be used will provide a rigorous and relevant academic program and state the reasons for choosing them, explaining how the methods enhance student learning and promote high expectations for all students. 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 BE/ESL services, and clearly state the number of instructional hours per day that will be afforded to students.***

Without a doubt, the key to BASIS Schools' success is our ability to recruit and retain some of the best teachers in the world. A school can spend infinite resources planning and shaping a curriculum, but if the teachers are not experts in their field, if they are not passionate about students and scholarship, the school will not be successful.

As we stated previously, we do not prescribe a particular teaching style to our teachers. We believe very strongly that teachers who are allowed a certain degree of freedom in choosing how they present material and teachers who are allowed to help build the curriculum around their own strengths and passions provide a more robust, exciting, and ultimately worthwhile educational experience to students than do teachers who simply follow a pre-set curricular path. For that reason, it is very difficult to describe all of the different methods we will use to reach the students of BASIS San Antonio; each teacher is different, and we expect them to use different methods of content delivery in the classroom. However, we do not simply put the teachers into the classroom without training them on the methods BASIS teachers have found successful in the past.

At BASIS, we hire highly qualified teachers who have mastered their particular field and are capable of conveying advanced concepts and content to all students: chemists teach chemistry, mathematicians teach mathematics, historians teach history, and so on and so forth. The result is a classroom where the teacher really is the voice of authority on a matter, and one where students feel comfortable asking questions and delving deeply into interesting material, unafraid of being misled.

Yet, subject knowledge alone is not enough to make a good teacher. It takes passion for students and a firm grasp of classroom dynamics. To that end, all new BASIS teachers take part in an intensive teacher-training course before they ever step foot in the classroom. It does not matter how long the person has been teaching before coming to BASIS; all new hires are required to attend the sessions. During this time, teachers are introduced to methodology and pedagogy that have proven successful in BASIS classrooms, covering a wide variety of subjects such as teaching techniques, classroom management, assessment creation, and classroom personality.

Once they have been trained in the BASIS tradition, teachers are given a fair amount of autonomy in their individual classrooms. They are able to lead a classroom in Socratic discussion or lecture or any other instructional method they feel best fits their subject and their personality. The success BASIS has experienced thus far comes from allowing intelligent teachers to teach material they love in a manner with which they feel comfortable. Yet, the BASIS administration remains a strong presence in every class. Not only do we train the

**Instructional Hours: P. 49**

Including electives, there will be eight instructional hours offered per day at BASIS San Antonio for the Upper School students and seven for the Middle School students. This is excluding extracurricular activities.

***APPROVED DURING CONTINGENCY PROCESS***

teachers before they begin teaching at BASIS, we also ensure they are on track to reach their goal of providing students with a world-class education by monitoring their progress throughout the school year. Every teacher is required to participate in professional development opportunities such as regular in-year training sessions, mentoring, and ongoing collaborative efforts at the school level.

Just as we give teachers the tools with which to ply their trade, we also offer incentives for good performance. The BASIS Annual Teacher Fund is a fundraising campaign to raise private dollars to provide top quality teachers with salary supplements and bonuses. Teachers are rewarded for the learning gains their students make, thus ensuring that hard-working teachers with good results get tangible return for their efforts. In our experience, the most successful teachers are those who use the classroom autonomy to their advantage, but do so while making great use of the extensive methodological and pedagogical framework we provide them. Thus BASIS provides enough structure in the teaching methodology to anchor the program and to produce a consistent in-class product, but leaves the teachers enough freedom to forge their own identities and inspire exploration and innovation.

In order to maintain excellence throughout the curriculum, and to help every student achieve academic greatness, teachers are required to hold a minimum of 60 minutes of student "open-door time" per week. The Teacher-Student hours must be scheduled at a time when at least 75% of the students in that course do not have other courses. If a student has a class during teacher-student hours, the teacher must schedule individual meetings with him or her if requested. Teachers are required to be available one hour per week (at the same time and day each week) for conferences with parents. It is the duty of the teacher to provide accurate information about the student's academic progress, behavior in class, overall goals of the class and/or a detailed explanation of a particular strategy in teaching topics listed in the syllabi.

Teachers are required to attend all scheduled staff meetings, participate in the BASIS Best Practices program, and actively seek opportunities to observe their students when taught by other teachers and observe their peer teachers to learn from them.

### Professional Development

BASIS cultivates a culture of ongoing professional development in which the teachers are accountable for improvement. The program is called BASIS Best Practices and the reason for its existence is to identify, train, and support expert teachers across all academic fields. BASIS teachers must prove they are among the best in the world; they do so by training their students well, and we support them in their quest to provide students with the best education possible. Teachers are judged by their students' standardized test scores and by classroom observations, and their retention from school year to school year depends on their solid performance in these areas. If test results show a teacher is falling behind, the administration staff will require that teacher to become even more involved in the Best Practices program. This often involves partnering the struggling teacher with one or more mentor teachers and requiring many classroom observations. Ultimately, the goal of the Best Practices program is to ensure every BASIS student is taught by an expert teacher both in content knowledge and teaching ability.

The BASIS Best Practices program provides teachers with opportunities to observe their students when taught by other teachers and to learn classroom management and instructional strategies from their peer teachers. Teachers may be required to participate in any number of Best Practices, including the observation of a single group of students throughout the day, the observation of classes in one subject but at various grade levels, or the observation of classes at a different BASIS school. These requirements may differ based on the teacher's experience or past performance, but all BASIS teachers are required to participate in the Best Practices program to some extent. Since all BASIS teachers are continuously observed during the school year by school managers or through the Best Practice program, teacher effectiveness is constantly being monitored. In addition to Best Practices, BASIS teachers also participate in AP training and summer training sessions, and other professional development opportunities. Best Practices training sessions that occur on campus are paid for by the school. Any off campus training sessions a teacher or staff member attends is paid for by the school so long as it is considered essential training by the Head of School and so long as the cost is appropriate considering the budget set for Best Practices. The Best Practices budget is determined yearly.

In 2011, BASIS schools hired 150 new teachers for three brand new schools and three existing schools. All of these teachers were required to attend the BASIS Summer Teacher Training program, in which veteran BASIS teachers, regardless of prior teaching experience, instructed the new hires on teaching strategies and pedagogy that have proven to be successful in BASIS classrooms. The new teachers then had a chance to practice these strategies before they ever stepped foot in a BASIS classroom. When they left the week-long training session, all new BASIS teachers were equipped with the vast teaching knowledge BASIS has gained over our years of operating successful charter schools.

During the initial weeks of the school year, each new teacher was observed in the classroom at least once by either the BASIS Curriculum Director or the BASIS New Schools Curriculum Director. The vast majority of these teachers received direct feedback on their lessons and/or classroom management skills. Those teachers thought to be underperforming in class, either via data analysis or by observation, were observed multiple times and given direct feedback on improvement techniques. In this way, we were able to observe every new teacher in the organization early in their BASIS careers, and we were able to remedy any perceived problems in instruction. As part of the BASIS Best Practice program, this training and observation is essential to the success of our faculty. While the new teachers are observed regularly upon starting at BASIS, the Head of School and the BASIS Curriculum Director are tasked with observing continuing teachers throughout the year. The result is that every teacher at BASIS San Antonio will have an opportunity for ongoing professional development through a series of observations and opportunities to engage in development projects. The expected number of days and hours of professional development will differ for each teacher, but the BASIS Best Practices program ensures all teachers are actively engaged in on-going development opportunities throughout their time with the school.

The professional development program is evaluated based on outputs (student results) and feedback from the teachers. Once the data and feedback is collected, the New Schools

Development Department make adjustments to the training program to ensure we are always offering our teachers the best opportunities to develop their teaching skills.

Students attend seven 50-minute classes per day. The extensive training we put our teachers through provides them with an array of techniques to use in the classroom and includes a thorough unit on Special Education and English Language Learners.



**c) 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.**

In order to ensure our students achieve great results, we have designed a comprehensive system of benchmarking exams. These exams help us track student progress from the moment they step foot on campus (in fact, we assess students *before* they ever sit through a BASIS class), through their lower school years, until the day they graduate. These benchmarks help us modify our curriculum to meet the needs of incoming students during the initial year of operation, ensure each student has mastered the material necessary for success in a particular class before they are promoted, and they help us disperse the exit standards throughout the curriculum, thereby sharing the responsibility for student success across all teachers at all grade levels.

The following chart reflects the system of benchmarking exams we use at BASIS:

Assessment	Timeframe for Administration	Whom	Subjects
Early Diagnostic Tests	Immediately after the registration process	New students	Math English Geography Science
Early Diagnostic Test Standard of Achievement: The Early Diagnostic Tests in Math, English, Geography and Science provide parents with information about their child's academic level relative to their child's future BASIS peers and relative to previous years' students at the same grade level.			
Readiness Tests	After the registration process but before enrollment	New students	Math English
Readiness Tests Standard of Achievement: The Readiness tests in Math and English provide the School Director with information about the best placement for the student in grade, group, and courses. They also allow for early identification of students who may benefit from an additional challenge (e.g. LEAP program).			
Base-line Tests	After enrollment	New students	ALL core subjects
Base-line Tests Standard of Achievement: The Base-line tests in all core subjects may be paired with the corresponding Finish-line tests to provide teachers and School Directors with information to measure students' progress. They provide further information about an incoming student's initial level of academic knowledge.			
Finish-line Tests	Before the end of the school year	ALL students	ALL core subjects
Grade 5 Follow Up			
Grades 6-8 Pre-Comp. Comp exams or IGCSE			
Grades 9-12 Final, AP exam or AP Equivalent			

**Finish-line Tests Standard of Achievement:** The Finish-line tests in all core subjects provide both students and parents with information about the student's academic results in terms of the individual child's level of mastery of the material taught during the school year. The final report includes statistics for the parent to compare their child to his or her peers. School Directors also use this information to determine whether the student will be promoted to the next grade level. BASIS staff members analyze the results to learn information about student achievement levels at a particular BASIS school compared to other BASIS schools. These exams serve to benchmark our academic program both nationally and worldwide.

As this chart indicates, BASIS students go through a series of diagnostics before they begin attending classes at the school. The reason for this is simple: we want to make sure our teachers have enough information to help every student perform to the best of his or her ability. In order to do so, we need to discover what our students know before they come to BASIS, and we need to place them in the appropriate classes. Our Early Diagnostic, Readiness, and Baseline tests all provide essential quantitative information we can use to make sure our students get the most value out of their classes.

#### **Early Diagnostic Tests:**

Our Early Diagnostic Tests are a collection of tests meant to assess the basic academic skills of incoming students in the areas of mathematics, reading comprehension, spelling, geography, and science. Test questions are culled from a central database managed and audited by the BEG Curriculum Director. Teachers in each individual subject work with the Curriculum Director to refine the Early Diagnostic Tests, which helps ensure they truly test the students' knowledge and skills. The feedback we get from these tests helps teachers understand the skill level of the new students and thus helps them tailor their syllabi and teaching methods to better serve the classroom population.

Newly registered incoming students in grades 5-8 take the Early Diagnostic Tests beginning in February. After the end of the Open Registration Period, the Head of School works with the Lower School Director to distribute the Early Diagnostic Tests packet to all registered students. At some campuses, parents administer and grade the tests at home and send them back to BASIS so that the results may be compiled. At other campuses, BASIS administers and grades these diagnostics. BASIS shares the results of these exams with the parents so they may see their child's achievement level. This allows parents to work with their child on any perceived gaps.

#### **Readiness Tests:**

Readiness Tests are the next step in the pre-enrollment testing process at BASIS. These are a series of placement tests meant to assess our new students' academic skills in mathematics and reading comprehension. The questions are taken from a database managed and audited by the BEG Curriculum Director in cooperation with English and math teachers at each school. Since we want to challenge all of our students at an appropriate academic level, the Readiness Tests help us determine in which classes new students should be placed. This helps the Head of Schools and the Lower School Director determine the classes that need to be offered at certain grade levels, which also keeps class size reasonable and scheduling manageable.

Readiness Tests are given to incoming students in grades 5-8. The exams are given at school in May after registration has been completed. A schedule of available testing days and times is sent home with the results of the incoming students' Early Diagnostic Tests. The Head of School and Lower School Director review these tests carefully to provide staff with accurate information on the academic readiness of the incoming students. If students meet a certain threshold on the mathematics test, they are invited to take the Advanced Class Diagnostic Test to determine their appropriate math level.

### Baseline Tests:

In January, Baseline Tests are given to 5<sup>th</sup> grade students in all core subjects. They act as an indicator of the students' progress through the BASIS program. Baseline Tests are standard at all BASIS schools and are created by the BEG Curriculum Director in conjunction with the Head of School and Assessment Advisor at each school. As an ancillary benefit, they are also used in conjunction with Finish Line tests in order to determine how successful the program is at getting new students up to speed. This is especially true in English and math, where the Baseline Tests and Finish Line Tests are identical in order to produce useful data on value added. Baseline Tests assess the students on what they have learned through the mid-point of the year, they give our teachers information on how they should proceed in class to ensure all students are excelling, and they prepare students for the end-of-year exams they take in May.

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Once the students have enrolled at BASIS, it becomes our responsibility to help them benchmark their progress throughout the curriculum. We have found the only reliable method to ensure a student has mastered material is to devise a comprehensive system to check understanding and mastery at every step along the way. During their time at BASIS schools, parents and students receive a steady stream of feedback on their progress through the program. Each BASIS teacher is encouraged to test early and often because students need to know where they stand and teachers need to know where the class stands. But, in order to truly gauge whether we are reaching the lofty goals we set for ourselves, there needs to be some way of benchmarking student progress on a larger scale. Not only is it important to know how well a student has done in a particular unit of study, or in a specific class, it is also important to see how well they have retained material over time. Our Finish Line Tests allow us to judge how effective our curriculum is at each grade level and how well we prepare our students for college and beyond.

### Finish Line Tests:

Students take five different kinds of Finish Line Tests at BASIS: Pre-Comprehensive Exams, Comprehensive Exams, IGCSE Exams, Final Exams, and AP Exams. These exams all exist in order to check our students' progress throughout the program. In 6<sup>th</sup> and 7<sup>th</sup> grade, students take Pre-Comprehensive and Comprehensive exams in order to prove they have mastered enough material to be promoted to the next grade level. In 8<sup>th</sup> grade, students take IGCSE exams to ensure they are prepared for the rigorous BASIS high school program and to compare their progress to their international peers. In their high school years, students take AP exams in order to prove they have mastered introductory-level college material and to ensure they are on track to meet all of our lofty exit goals.

### Promotion Criteria:

In order to advance to the next grade level, students must fulfill the following grade advancement requirements:

- Pass all Comprehensive examinations in core subjects (English, mathematics, history, biology, chemistry, physics, and foreign language) by scoring a 60% or higher.
- Pass all subjects by earning a final grade of 60% or higher.

If the cumulative course grade is below a 60%, the school reserves the right to ask students to complete additional work before granting promotion to the next grade, irrespective of the student's results on the Comprehensive exam. If the student fails a comprehensive exam, s/he will have the opportunity to retake that exam during the summer to earn a passing grade. If the student is unable to pass the exam on the second try, s/he will be retained in the previous grade.

Promotion status is communicated to parents via mail, when the final grade report is sent home. This is usually within two weeks of the last day of school.



***d) Describe strategies to ensure that the educational program will effectively prepare students to enter kindergarten on or above grade level and ensure a successful transition from prekindergarten into grade school.***

This question is not applicable to BASIS San Antonio since we will serve grades 5-12.



***e) Describe strategies to be used to prepare all students to meet state graduation requirements, including students with disabilities and those requiring BE/ESL services.***

BASIS' graduation requirements are more comprehensive than the state graduation requirements, so please refer to Section 5.b. for a description of our support program for all students, including students with disabilities and those requiring BE/ESL services.

***f) Discuss the academic and enrichment support that will be provided to engage or reengage students in school.***

Please refer to Section 5.b. for a description of our support program for all students, including students with disabilities and those requiring BE/ESL services.

***g) Discuss the instructional strategies to be used to target college and/or career readiness.***

As a college prep school, BASIS graduates have maintained a 100% admissions rate to four year universities. College counseling, which includes everything from essay writing to financial aid paperwork, is a part of our Upper School Curriculum. BASIS will employ a college counselor, whose job is to work with each student to ensure that he/she is a successful applicant.

The college counseling program begins in earnest in the eighth grade and does not stop until the students have left for the institutions of their choice. The College Counseling program at BASIS is committed to the philosophy that we are engaged in counseling; we are not a placement office. Of course we work toward ensuring that our students will have the finest possible options from which to choose, but our most important goal is to help them find an appropriate match for themselves, not simply to point them to any specific set of institutions. We regard this as a fundamental distinction.

In order to do so, we meet regularly with our students. The small size of BASIS allows us to get to know students over time— even naturally shy students have a tough time fading into the background at BASIS. At the same time, parents become partners in our counseling efforts. It's as important that parents understand this at the very outset of the process as it is that they understand their own role – partners with us, facilitators, and supporters of their sons and daughters. Students today are often filled with anxiety surrounding this process, and the more parents can do to reduce stress, the better they will serve their sons and daughters.

Finally, in order to work on college readiness, students take a two-trimester College Counseling course in their twelfth grade year. In this course we guide them through the admissions process, including tutorials on good application writing and in-school meetings and information sessions with college admissions representatives. By the time they matriculate at the college of their choice, BASIS students have been fully prepared for what they will encounter.

***h) State the maximum teacher-to-student ratio to be maintained by the proposed school and the rationale for maintaining this ratio.***

24:1

This ratio will be highest during the initial years and will trend downward as our High School matures (because of the increased number of elective offerings in the Upper School). This ratio is calculated at 30 students per class (which is higher than what we anticipate) and teachers working an average of 28 hours per week.

***REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.***

**Teacher to Student Ratio: P. 61**

The maximum teacher to student ratio at BASIS will be 1:45 for core classes and 1:75 for electives.

APPROVED DURING CONTINGENCY PROCESS



***i) Describe any unique curricular experiences to be offered by the proposed school.***

Given the advanced nature of our academic program, we believe that the entire offering is a unique opportunity to San Antonio students. This high level of accountability can be found in high performing corners around the globe and in flashes in private schools, but is a unique opportunity in that it gives all students the chance to become academically elite.

***j) Describe plans to provide personal attention and guidance to all students.***

Please refer to Section 5.b. for a description of our support program for all students, including our Student Services Coordinator.

*k) If the proposed school will offer a gifted and talented program, describe it.*

This question is not applicable to BASIS San Antonio.

***1) Describe the extracurricular activities (e.g., athletics, clubs, and organizations), that will be offered.***

The Extracurricular Program supports the Instructional Program. It consists of the Early Bird and Late Bird Programs, which take place before and after the Instructional Program respectively, and any sports or other extra-curricular activities students participate in through the school.

***Early Bird Program***

The Early Bird Program serves parents/guardians who need to drop off their students early. A staff member supervises students in a designated area at the school as they study and prepare for the academic day.

***Late Bird Program***

The Late Bird Program serves parents/guardians who cannot pick up their students immediately after school. Participants are supervised by a staff member in a designated area of the school as they start on homework or do other school-related work.

***Extracurricular Activities***

Although our more academic offerings like quiz bowls and science clubs are often the most popular extra-curricular programs at BASIS schools, we also have a very strong sports and exercise program in which many students choose to take part. Traditional sports like soccer and basketball are popular at all levels, but there are also alternative exercise options including fencing, rugby, yoga, martial arts, and triathlon training. Many students also use their afternoons to participate in a number of community service projects, ranging from volunteering at the local boys' or girls' club to entertaining senior citizens in local nursing homes.

The following is a partial list of the extracurricular activities at BASIS schools:

Band	National Junior Honor Society
Chess Club	Philosophy Club
Chinese Club	Piano
Comedy Club	POWER
Drama	Recycling/Environmental Services Community Services Club
Enviroclub	Robo-Rocketry
Filmmaking Club	Science Bowl
Flag Football	Spanish Club
French Club	Strings
Guitar	Tennis
Journalism	Theatre
Magazine of Literature and Arts	Volleyball
National Honor Society	Yearbook

In order to direct the largest amount of funding possible into the classrooms, extracurricular programs will generally carry a participation fee; however, there will be several free options, and

***APPROVED DURING CONTINGENCY PROCESS***

**Educational Plan: P. 65**

BASIS San Antonio confirms its understanding that any fees assessed by the charter holder or charter school will be in compliance with Texas Education Code (TEC) §11.158.



BASIS will provide a financial aid program for any low income families whose students wish to participate in the pay-for-play programs. Applications for the financial aid program will be available at the front office of the school. We do not plan to offer any summer school.

In order to address students' mental, emotional, and social development, we will employ a full-time Student Support Coordinator. This person will be responsible for working with students on their study habits as well as their development outside of the classroom.

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

While we agree that community partnerships are beneficial to the operation of new charter schools, we have found it essential to ensure our new campuses are self-sustainable and operational before relying on the commitments of others. We plan to reach out to community organizations once we are awarded a charter, but our focus at this point is to ensure that the school is able to operate on its own volition.

We have no formal plans to partner with other agencies at this time; however, all of our existing schools work closely with neighborhood partners like the Boys and Girls Club and the YMCA, and BASIS San Antonio will reach out to the same programs. We expect to pursue formal partnerships once we are awarded a charter and begin our community outreach in earnest.

*n) Describe any strategies to be used that will enhance parental or community involvement in the educational opportunities of the students.*

#### Building Family-School Partnerships

Traditionally, public schools serve a small community of people who live in relatively close geographic proximity to one another. The natural support systems that develop in the neighborhoods close to a school help guide the students through their school years. Because BASIS students will come from a wide geographic range, they will not naturally have the neighborhood support they might come to expect of their local school. Therefore, the Parent Support Organization (BASIS Boosters) will be essential in helping BASIS build that same sense of community within its walls. The BASIS San Antonio Parent Booster organization will help raise money for school activities and will be involved in the social programs offered at BASIS, tailoring the programs to the needs and interests of the students and the community. In the past, existing BASIS Boosters Organizations have secured guest speakers to speak with students about various social issues. They often organize school dances or other school-wide activities for students, parents, teachers, and staff. At the beginning of the school year, BASIS parents will be instrumental in organizing transportation, creating opportunities for new parents to meet each other, and building a sense of family and community. This level of involvement builds strong ties between BASIS families and the school and is a critical part of the foundation for student success.

#### Parental Involvement before Opening

Prior to the child's enrollment, parents participate in an average of two informational sessions each. These will be led by the BASIS San Antonio Head of School and select members of the BASIS new school development staff. These sessions educate parents on the specific expectations BASIS has for students and parents, and they allow for a discussion with teachers in order to learn helpful strategies for transitioning into the BASIS program. The purpose is to involve the parents in a meaningful partnership with BASIS San Antonio and to train them on how to best support their child's education. After enrollment, Parent-Teacher Meetings and Open Houses continue to develop the relationship between the parents and the school by allowing parents the opportunity to speak directly to the teachers about their children's progress.

We will make every effort to ensure information about BASIS is spread across all San Antonio neighborhoods and across the state generally, and we will use community partners to make sure those families who might not normally be privy to such information, and families and students considered at risk, are well aware of our presence in the community. We believe strongly that every child deserves the kind of education BASIS offers, and we will actively work to make sure as many children as possible are informed about us.

#### Parental Involvement after Opening

After a child has enrolled in school, we actively inform students and parents about school business. School calendars, Upcoming Event calendars, teacher biographies, and examples of student achievements are posted on the school website. These postings offer the parents a

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Educational Plan: P. 68**

BASIS San Antonio confirms its understanding that parents cannot be required to attend a meeting as a condition for a child's enrollment.

***APPROVED DURING CONTINGENCY PROCESS***

chance to know what is happening in the school community and encourage them to get involved.

#### **Parent Communication**

Students are required to keep an assignment notebook which allows parents to check that homework assignments are completed daily, weekly, and monthly. Students also receive formal Grade Reports at designated times throughout the year, offering parents a formal assessment of their children's progress. At the end of each grading period, parents are invited to campus for awards ceremonies to celebrate student achievement. In between formal assessments, Parent-Teacher Meetings and Open Houses allow parents to communicate directly with teachers, and Parent-Director meetings allow the parents to speak directly to administration. BASIS is committed to communicating clearly and effectively with parents.



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

Section 4.b. outlines specific academic goals which can be used for program evaluation. Data is an invaluable tool to help assess our success, evaluate best practices, and pinpoint areas in need of attention. We utilize externally benchmarked exams because they ensure that we are teaching at the highest level while simultaneously providing a “control” group to measure ourselves against. Since there are already multiple BASIS campuses, we have the added advantage of being able to internally compare data collected from identical assessments.

The result is a program which is constantly evaluating itself, where schools are compared both against the past results at that campus and against past and present results at others campuses. As part of their service agreement, BASIS Educational Group (BEG), an Arizona-based EMO, will provide complete data support for BTX Schools, Inc. and BASIS San Antonio. As part of this data management service, BEG will provide school-wide, organization-wide, and disaggregated data to BTX Schools, Inc. and BASIS San Antonio management personnel in order to help identify any students who are falling behind. Data will be provided for all major exams, including Diagnostic, Placement, Pre-Comprehensive, Comprehensive, AIMS, IGCSE and AP exams. This will allow the management staff to identify early and often students who are struggling, both in a general sense and disaggregated. BEG employs a full-time Director of Data and Research, Robert Franciosi, who is tasked with collecting and disseminating results data across the network of schools. Mr. Franciosi is a graduate of the University of Arizona and California Institute of Technology and he is the former Deputy Associate Superintendent of Research and Evaluation in the Arizona Department of Education. His tremendous experience interpreting school-level and organizational-level data helps BASIS monitor the progress of all students and all schools equally.

*p) Discuss whether or not the charter holder will seek annual state accountability ratings through traditional procedures or alternative education accountability (AEA) procedures for the proposed school. (See <http://ritter.tea.state.tx.us/aea/>.) If the evaluation plans include using AEA procedures, explain specifically how this school will qualify for at-risk designation and what makes this proposed school a distinct alternative from the traditional school in the independent school districts in the area.*

*Be advised that the AEA procedures and standards may change as the state accountability system is revised in accordance with statute and as state assessments change from the Texas Assessment of Knowledge and Skills (TAKS) to the State of Texas Assessments of Academic Readiness (STAAR).*

*BASIS San Antonio anticipates seeking annual state accountability ratings through traditional procedures.*

**REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.**

Other: P. 71

***APPROVED DURING CONTINGENCY PROCESS***

BASIS San Antonio confirms it will seek accountability ratings through traditional procedures.

## **6. Special Needs Students and Programs**

***(Reviewed by TEA)***

**Note that the SBOE's approval of an application should not be construed as a determination that the application complies with the various legal requirements concerning programs for special needs students.**

**Special Education Assurances and Development of Policies and Procedures**  
**A statement of the sponsoring entity's willingness to comply with state and federal requirements if a charter is granted will suffice as the response to this section.**

**Electronic Submission of Charter Policies and Procedures Assurances**  
**Pursuant to the Individuals with Disabilities Education Improvement Act (IDEA 2004) Section 613(a)(1), each charter school must have on file with the Texas Education Agency (TEA) a plan that provides assurances that it has in effect policies, procedures and programs consistent with State policies and procedures governing special education. Region 18 Education Service Center (ESC) in coordination with other ESCs, provides leadership to the State in the electronic development of charter policies and procedures through the online Legal Framework for the Child-Centered Process Phase IV: "Charting the Course" <http://framework.esc18.net/>.**

**Technical Assistance For questions concerning or information about the electronic submission of charter policies and procedures, please contact your regional ESC special education contact at <http://www.tea.state.tx.us/special.ed/escinfo/contact.html>.**

**If a charter is granted to BASIS San Antonio, we are ready and willing to comply with all state and federal requirements regarding special education procedures and services.**

## **Other**

BASIS San Antonio confirms its understanding that special education teachers must be certified.

BASIS San Antonio confirms its understanding that placement of requirements for special education students cannot be predetermined and will be outlined in each special education student's individualized education program (IEP) by the Admission, Review, and Dismissal (ARD) Committee. BASIS San Antonio will offer a full continuum of special education services.

BASIS San Antonio confirms its understanding that bilingual/ESL teachers must be certified.

BASIS San Antonio confirms its understanding that it will follow state law concerning bilingual/ESL and may be required to offer bilingual classes in accordance with TEC, Chapter 29.

APPROVED DURING CONTINGENCY PROCESS



## **7. 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.***

***Do not list the charter schools located within the designated geographic boundary, but note that, as explained in "c" that follows, the sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter to all superintendents of school districts and charter schools within the designated geographic boundary.***

BASIS San Antonio will be open to all students who reside in Texas, the area of focus will be the North Northwest portion of San Antonio expanding around by a 30 mile radius.

School Districts:

BANDERA ISD  
POR VIDA ACADEMY  
GEORGE GERVIN ACADEMY  
HIGGS CARTER KING GIFTED & TALENTED CHARTER ACAD  
NEW FRONTIERS CHARTER SCHOOL  
SCHOOL OF EXCELLENCE IN EDUCATION  
SOUTHWEST PREPARATORY SCHOOL  
JOHN H WOOD JR PUBLIC CHARTER DISTRICT  
POSITIVE SOLUTIONS CHARTER SCHOOL  
ACADEMY OF CAREERS AND TECHNOLOGIES CHARTER SCHOOL  
SAN ANTONIO SCHOOL FOR INQUIRY & CREATIVITY  
JUBILEE ACADEMIC CENTER  
SAN ANTONIO TECHNOLOGY ACADEMY  
LIGHTHOUSE CHARTER SCHOOL  
KIPP SAN ANTONIO  
BROOKS ACADEMY OF SCIENCE AND ENGINEERING  
CITY CENTER HEALTH CAREERS  
HENRY FORD ACADEMY ALAMEDA SCHOOL FOR ART + DESIGN  
ALAMO HEIGHTS ISD  
HARLANDALE ISD  
EDGEWOOD ISD  
SAN ANTONIO ISD  
SOUTH SAN ANTONIO ISD  
NORTH EAST ISD  
EAST CENTRAL ISD  
SOUTHWEST ISD  
LACKLAND ISD

FT SAM HOUSTON ISD  
NORTHSIDE ISD  
SOUTHSIDE ISD  
MEADOWLAND CHARTER SCHOOL  
BOERNE ISD  
DEVINE ISD  
D'HANIS ISD  
NATALIA ISD  
HONDO ISD  
MEDINA VALLEY ISD

*b) If the proposed charter school will have a "transfer policy" in accordance with 19 TAC, §100.1207(e) (i.e., it will admit students who reside outside of the geographic boundary just described), once all eligible applicants who reside within the geographic boundary have submitted a timely application and have been enrolled, list the school districts from which the proposed charter school will accept transfer students.*

*Do not list the charter schools located within the "transfer boundary," but note that, as explained in "c" that follows, the sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter to all superintendents of school districts and charter schools within the transfer boundary.*

Students who reside in San Antonio will have preference. If there are spots remaining after the lottery is held, students throughout the state of Texas will have an opportunity to enroll as all spots will be filled on a first come, first served, basis.

**REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.**

## **Geographic Boundary**

### **Transfer Boundary: P. 75**

BASIS San Antonio confirms its understanding that specific school districts must be listed if a transfer boundary is desired. The last sentence on page 75 is revised as follows:

"No transfer boundary is desired."

BASIS San Antonio confirms its understanding that adding a transfer boundary or any change to the primary boundary in the future will require the submission of a substantive amendment request and approval by the commissioner of education prior to the charter making these changes.

***APPROVED DURING CONTINGENCY PROCESS***

***c) The sponsoring entity must send copies of the Statement of Impact form and Application Coversheet, accompanied by a letter from the sponsoring entity, to all superintendents of school districts and charter schools within the proposed school's designated geographic boundary and transfer boundary, if applicable. (The Statement of Impact form and a sample cover letter are included in Appendix I of this RFA.) The purpose of sending the Statement of Impact form is to document any adverse impact on a district or charter school. The documents must be sent to districts and charter schools in time to include signed certified return receipt card copies as part of the application submitted to TEA. The proposed charter school is not responsible for ensuring that superintendents return the Statement of Impact forms to TEA. If a superintendent receiving the documents requests a complete copy of the application, the sponsoring entity must provide the document, including all attachments, to the superintendent.***

***Submit, as Attachment C, the certified mail receipt cards showing the dates that Statement of Impact form and accompanying documents were received and signed for by the staff of the districts and the open-enrollment charter schools within the proposed school's designated geographic boundary and transfer boundary, if applicable. 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.***

Please see Attachment C for the certified mail receipt showing each addressee, fees paid, and the date mailed.



## **8. Admissions and Enrollment Policies**

**(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 should not be "year-round" or extend for most of the year.***

We anticipate the open enrollment period to last the entire month of January, 2013. This will be followed by a lottery should the demand for registration exceed the number of spaces we have available.

***b) Describe the procedures to be followed in conducting a lottery when a grade or class is oversubscribed. Under federal law, a charter school must admit students through a random selection process if the number of applications for a grade or 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 we receive more applicants than we have spaces available in any particular grade, then we will utilize a random number generator, or another vehicle which allows us to choose names randomly, to select the students who will gain admission and also to establish the order of the wait list. The lottery will be held in ascending order of grade levels, and sibling preferences will be considered.

***c) If the charter school will exempt from the lottery returning students, the siblings of returning students, and/or the children of the school's founders and staff (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal non-regulatory guidance on the charter school program, state the categories of applicants that will be exempted. Note that students who attended a private school before it became a public charter school are not to be considered "returning students" and may not be given priority in admission to the charter school. Also note that the federal guidance allows only the siblings of currently enrolled students and children of the founders and staff as long as it comprises only a small percentage of the enrollment.***

Preference will be given to:

- a) Returning students
- b) Siblings of currently enrolled students
- c) Children of founding team members and/or Board Members (not to exceed 5% of the student population)

*d) Specify the approximate date on which a lottery will be conducted if required.*

< February 4<sup>th</sup>, 2013. >

*REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.*

**Other: P. 80**

The answers on page 80 and 87 are revised as follows:

The lottery for BASIS San Antonio will be held in late winter or early spring 2013 pending the time frame for removing conditions from our charter.

***APPROVED DURING CONTINGENCY PROCESS***



***e) 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.***

The waiting list will be established via the same mechanism as the lottery for all applications received during the open enrollment period. Applications received after this period concludes will be placed on the waiting list (or will fill available spots) on a first come, first served basis. Siblings of currently enrolled students will be eligible to move to the top of the waiting list, behind other siblings.

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

These applications will be first come, first served, to fill open spots or to be placed on the waiting list.

***g) Provide the non-discrimination statement that will be included in the proposed school's admissions policy. TEC, §12.111(a)(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.***

As an open-enrollment, public charter school, BASIS San Antonio 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) If the proposed school will specialize in performing arts, discuss whether applicants will be required to demonstrate artistic ability for admission to the school. TEC, §12.111(a)(6) permits a charter school specializing in performing arts to have an admissions policy that requires a student to demonstrate artistic ability. In addition, TEC, §12.1171 permits a charter school specializing in one or more performing arts to require an applicant to audition for admission to the school. 19 TAC, §100.1207 has the administrative rules clarifying the statutory changes that allow a school specializing in performing arts to hold auditions.*

This question is not applicable to BASIS San Antonio.

*i) State whether the school will exclude from admission students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). TEC, §12.111(a)(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.*

BASIS San Antonio reserves the right to exclude from admission students with documented histories of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37.

*j) Describe the manner in which the proposed school will admit students under TEC, §25.001. Include the information that an applicant must provide in order to establish eligibility for admission. Note that applicants may not be required to provide transcripts or other academic records until after they are offered admission and are enrolling.*

Students will provide a copy of their birth certificate and proof of residency in the state of Texas in order to be eligible for admission to BASIS San Antonio.



*k) Describe the manner in which the proposed school will enroll students under TEC, §25.002 and 19 TAC, §129.1. Include the information that an enrolling student must provide beyond what is required by TEC, §25.002. Note that a student may not be precluded from enrolling due to the charter school's failure to receive information required by TEC, §25.002.*

*Note that if a charter is granted, the sponsoring entity will be required to submit a copy of its admissions policy, admissions application, and enrollment form(s) for review during the contingency process.*

Enrollment at BASIS San Antonio will follow the same procedures in place at all BASIS schools. There is an open enrollment period during which interested parties may submit a registration packet. Registration packets contain the following: Student Registration Form, Parent Registration Disclosure, Emergency Contact and Medical Information Form, Media Release Form, Primary Language other than English (PHLOTE) Form, Texas Residency Documentation Form or Affidavit of Shared Residency, Copy of Birth Certificate, Copy of Immunization Records, Security Deposit, Relevant Custody Information, Medical Alert Form, and Legal Alert Forms. When a parent/guardian submits a registration packet with the school, their child is placed in the pool of Pre-Registered students. If there are more students pre-registered than there are spaces available in the school, a lottery is performed. We anticipate holding the lottery for BASIS San Antonio on ~~March 15, 2012~~ for the first year, then no later than May 31<sup>st</sup> each year thereafter. Students with registration preferences will be registered before the lottery takes place. If a student's lottery number is selected, he/she is immediately registered.

If a student's registration packet is not selected in the lottery, he/she is placed on the Waiting List. Registration packets received after the open registration deadline will be placed at the end of the Waiting List. Waiting List positions for late submissions are based on the date of the packet's arrival.

If, upon the open registration deadline, the school receives fewer registration packets than there are spaces available, all students who turned in a registration packet by the deadline are registered and the Extended Registration period begins. Once all of the available spaces are filled during the Extended Registration period, the Waiting List opens and students are assigned positions according to the date they submit their registration packet.

Whenever a registration spot opens due to a registration withdrawal, the student whose name is first on the Waiting List receives a Registration Confirmation Form. The student's parent/guardians are then required to submit this form by the stated deadline. If they accept the position and return the Registration Confirmation Form, the student is immediately enrolled. If the parent/guardians decline the registration opportunity or miss the stated deadline, the vacant registration spot goes to the next student on the Waiting List.

**Other: P. 80**

***APPROVED DURING CONTINGENCY PROCESS***

The answers on page 80 and 87 are revised as follows:

The lottery for BASIS San Antonio will be held in late winter or early spring 2013 pending the time frame for removing conditions from our charter.

## **9. 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, 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. Please note that the Application Coversheet on page 23 requires the CEO of the sponsoring entity and the application preparer to 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.*

*A history of bankruptcy of a member of the governing body of the sponsoring entity or the proposed charter school or of an officer of the proposed school may be relevant to the SBOE's evaluation of the application. The Biographical Affidavit Form that must be completed by each member of the governing body of the sponsoring entity or the proposed school and each identified officer of the proposed school contains questions regarding bankruptcy history.*

### **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 provided in 19 TAC, §100.1102.*

*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.*

*As explained on page 1, a faith-based organization applying for a charter should only include information related to the faith-based organization and should not provide any information regarding the nonsectarian organization that will ultimately hold the charter.*

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

The current BTX Schools, Inc. Board of Trustees includes the following people: Nick Fleege, Chairman; John Morton, Secretary and Treasurer; and Victoria Rico.

***Submit, as part of Attachment D, a notarized biographical affidavit for each member of the governing body of the sponsoring entity. A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of the application.***

Please see **Attachment D** for a notarized biographical affidavit for each member of the governing body of the sponsoring entity.

***b) If the sponsoring entity is an out-of-state organization, state whether or not a majority of the members of the governing body of the sponsoring entity reside within 50 miles of the proposed charter school's designated geographic boundary (as described in response to item "a" in Section 7 Geographic Boundary).***

***Note that if a majority of the members do not reside within 50 miles of the proposed school's designated geographic boundary, the SBOE's approval of the charter will be contingent upon the sponsoring entity's establishing a secondary governing body (a governing body of the charter school) that is made up entirely of members who reside within 50 miles of the proposed school's designated geographic boundary. Also note that even if a secondary governing body is established as required, Texas law requires the governing body of the sponsoring entity to meet in a location accessible to the public when deliberating charter related matters. See Tex. Att'y Gen. Op. No. JC-0487 (2002); Tex. Att'y Gen. Op. No. JC-0053 (1999) at pp. 5-6. The applicant should consult its own legal counsel about these requirements.***

The sponsoring entity is an in-state / Texas domestic nonprofit corporation, however currently, a majority of the members of the governing body of the sponsoring entity do not reside within 50 miles of the proposed school's geographic boundary. Based on the above contingency requirements, BTX Schools, Inc. will establish a school board that is made up of members residing within 50 miles of the proposed school's approved geographic boundary. Both the governing body and the school board will comply with the Texas open Meetings Act at all meetings involving the operations of the Texas open-enrollment charter school in accordance with 12.1051 of the Texas Education Code.

*c) Submit, as Attachment E, the 501(c)(3) determination letter from the Internal Revenue Service (IRS) or a statement that this is not necessary because the sponsoring entity is an institution of higher education or a governmental entity. A potential applicant without a determination letter may have difficulty obtaining one in time for the application due date. The IRS controls this process, and it is often lengthy.*

Please see **Attachment E** for a copy of the 501(c)(3) determination letter from the Internal Revenue Service (IRS). Please note that BTX Schools, Inc., currently falls under and enjoys 501(c)(3) exempt status through the IRS group exemption of the San Antonio Area Foundation. **Attachment E** includes the San Antonio Area Foundation's determination letter as well as the correspondence establishing the group exemption in accordance with IRS regulation and guideline.



***d) Submit, as Attachment F, the original Articles of Incorporation filed with the Texas Secretary of State, or the state of incorporation, any Restated Articles of Incorporation, and any 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 will result in this item being considered incomplete and the removal of the application from the process. If incorporated after January 1, 2006, substitute with Certificate of Formation and Certificate of Filing. If the sponsoring entity does not submit both the Certificate of Formation and Certificate of Filing, this will result in this item being considered incomplete and the removal of the application from the process. Comparable documents must be submitted if the sponsoring entity is a nonprofit corporation incorporated in another state. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit a statement that this requirement is inapplicable.***

Please see **Attachment F** for a copy of the relevant Certificate of Formation and Certificate of Filing and restated certificates, if any.

*e) Submit, as Attachment G, a complete copy (originals and any amendments) of the bylaws of the sponsoring entity. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit a statement that this requirement is inapplicable.*

Please see **Attachment G** for a complete copy of the original and amended bylaws of the sponsoring entity.

***f) State the approximate date on which the sponsoring entity was incorporated or established.***

BTX Schools Inc. was incorporated in Texas on January 17, 2012. BASIS Schools, Inc. (BSI) and its Board of Directors (the sponsoring entity's corporate member) was established in 1998 and has operated continuously since that time.

***g) Describe the purpose for which the sponsoring entity was established.***

BTX Schools Inc. was established to operate a Texas open-enrollment charter school and to engage in other charitable purposes in line with its exempt entity status. The BASIS Schools, Inc. Board of Directors (the sponsoring entity's corporate member) was established to combat the distressing trend of lowered expectations in public high schools. BTX Schools Inc. will bring the same mission and purpose to Texas—to reverse the trend of lowered educational expectations in San Antonio and surrounding areas for the benefit of its anticipated students and the community that it serves.

***h) Describe the activities in which the sponsoring entity has been engaged in the past and in which it is currently engaged. Agency staff will review the franchise tax status on the website of the State of Texas Comptroller's Office. See <http://www.window.state.tx.us/taxinfo/franchise/>.***

BTX Schools, Inc. was established in January 2012 and its past (recent) activities have been limited to formulating plans to apply for and operate a Texas charter school and establishing philanthropic support for the anticipated/proposed charter school. The sponsoring entities corporate member, BASIS School, Inc., (BSI) has been an Arizona charter holder since 1998, and its finances have been and continue to be prudently managed, as BSI has never had a material finding on any of its financial audits.

The combined efforts of the Board and the New Schools Development Department of BSI successfully opened three new BASIS charter schools in 2011. BSI has also earned charters in Washington, DC, Phoenix, AZ, North Tucson, AZ, and Ahwatukee, AZ to begin in August 2012. The founding team supporting BTX Schools, Inc., has a wealth of experience in designing curricula, putting in place strong school leadership, operating a charter school budget, managing performance, engaging with parents and the community, and operating school facilities.

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

The sponsoring entity, BTX Schools, Inc., has not operated a private daycare, private school, public daycare or public school. The sponsoring entity, BASIS Schools, Inc., has operated Arizona public schools since 1998.



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

The sponsoring entity is not a religious or faith-based entity nor does it engage in any religious activities.

***k) Discuss any litigation in which the sponsoring entity has been involved.***

BTX Schools Inc. has not been involved in any claims or litigation, nor does it currently anticipate any litigation.

*l) Disclose whether the sponsoring entity has been sanctioned by any state regulatory agency.*

BTX Schools, Inc. has never been sanctioned by any state or federal regulatory agency.

*m) Describe the initial incorporators of the sponsoring entity, including their names and professional backgrounds.*

#### **Nick Fleege**

Nick Fleege earned a Bachelor of Science in Mechanical Engineering from the University of Illinois. He taught in Southwest and Central Phoenix for three years as a member of Teach for America before becoming a part of the BASIS team in 2008. Upon joining the BASIS faculty, Mr. Fleege taught Physical Geography and Algebra at BASIS Scottsdale and Robotics and Algebra at BASIS Tucson. In April of 2010, Mr. Fleege became involved in all aspects of opening a new school and helped ensure BASIS Oro Valley would successfully open in August of 2010. In the wake of BASIS' success in Oro Valley, Mr. Fleege was named New School Development Director. In this position, he is responsible for all activities related to opening new BASIS Schools.

#### **John Morton**

John Morton serves as the Secretary and Treasurer of the BTX Schools, Inc Board. He is the founder and former president of the Arizona Council on Economic Education. Previously, he taught high school economics in Illinois and was the founder and director of the Governors State University Center for Economic Education. He was vice president for program development for the National Council on Economic Education and chaired the advisory board of The Wall Street Journal Classroom Edition.

Mr. Morton has written over 40 publications and books of instructional activities for high school economics courses, including four widely used textbooks. He was greatly involved in establishing economics as an Advanced Placement course and served three years on the College Board task force to develop the AP Economics curriculum and a subsequent four years on the test development committee. Mr. Morton is also the author of the widely used supplemental package for the AP Economics course, Advanced Placement Economics. He received his BS from Miami University (Ohio) and his MA from the University of Illinois (Urbana-Champaign) and did post-MA work at the University of Chicago.

[REDACTED]

[REDACTED] is an attorney in the State of Texas. As an attorney, [REDACTED] primarily does pro bono work in nonprofit and employment law and writes occasional courses for [REDACTED] e-learning company on employment law topics. [REDACTED] served on the board of Radius, a San Antonio nonprofit dedicated to subsidizing facilities in which arts, education, and other nonprofit organizations collaborate, work efficiently, and raise public awareness so that they are better able to fulfill their missions. [REDACTED] currently serves as [REDACTED] for the George W. Brackenridge Foundation, a foundation focused on increasing educational opportunities in the San Antonio area. [REDACTED] grew up in San Antonio and [REDACTED]. Their roots are deep in San Antonio, and they plan to live in and work toward the improvement of the city for the rest of their lives.

***n) Discuss any plans for further recruitment of organizers of the proposed school.***

Beyond hiring the key administrators once our charter is awarded, we will also recruit local parents and community members to sit on our BASIS San Antonio School Board. The School Board will have the capacity to make certain budgetary and policy decisions at the school level, in accordance with TEA regulations and restrictions on delegation of duties, and they will act as an advisory board to the BTX Schools, Inc. Board of Directors (the sponsoring entity's governing body).

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

When BASIS San Antonio opens, the Parent-Student Handbook will be made available to all parents, which will explain the policies and procedures related to grievances. Upon being hired, employees will be provided an Employee Manual which describes the policies and procedures for filing grievances. The governing body will have final authority to hear or decide employee grievances, citizen complaints, or parental concerns in accordance with applicable law.



p) 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;***

Chairman, Secretary, and Treasurer

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

The Board of Trustees at each annual meeting shall elect a chairman, a secretary and a treasurer, each of whom shall serve at the pleasure of the Board of Trustees. The Board of Trustees may appoint such other officers and agents as it shall deem necessary to hold office at the pleasure of the Board of Trustees. Any officer may be terminated and removed from office, with or without cause and with or without notice, at any time by majority vote of the Board.

Resignation. The Board of Directors may accept the resignation of any Director which is submitted, either in writing or orally, to the Corporation's Chair or at any meeting of the Board. If the resigning Director is a Foundation Director, the Chair of the Corporation shall immediately notify the Chair of SAAF of such resignation and shall request that SAAF elect a successor Foundation Director. If the resigning Director is a Corporation Director, the Chair of the Corporation shall immediately notify BASIS that it may elect a successor Corporation Director.

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

Election and Term of Service. SAAF, acting through its Chair/Chief Executive Officer, shall elect each Foundation Director and shall determine the term that each Foundation Director shall serve. Any Foundation Director may be removed from the Board, with or without cause and with or without notice, at any time by a majority vote of SAAF.

Corporation Directors. BASIS, acting through its Chair or Chief Executive Officer, shall elect all individuals who serve as Corporation Directors and shall determine the term that each Corporation Director shall serve. Any Corporation Director may be removed from the Board, with or without cause and with or without notice, at any time by a majority vote of BASIS.

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

Election and Term of Service. SAAF, acting through its Chair/Chief Executive Officer, shall elect each Foundation Director and shall determine the term that each Foundation Director shall serve.

Qualifications for Appointment. Foundation directors shall be more than twenty years of age and must pass a background check or other regulatory inquiries required by Texas law, federal law, or by governmental agencies having proper regulatory authority over the affairs of the Corporation or its activities. At a minimum, this shall include a law-enforcement background investigation showing that there exists no criminal record that could adversely affect the

Corporation or its operations. Foundation Directors shall be informed about the educational purposes and programs of the Corporation, SAAF's educational and related charitable programs, and the general educational needs of the area served by SAAF. SAAF shall not elect any individual to serve as a Foundation Director who would be a "disqualified person" as defined in Paragraph 5.4(d) with respect to the Corporation if the Corporation were a private foundation, and no such "disqualified person" shall participate in SAAF's election of Foundation Directors. No person who is a Corporation Director shall serve simultaneously as a Foundation Director.

Corporation Directors. BASIS, acting through its Chair or Chief Executive Officer, shall elect all individuals who serve as Corporation Directors and shall determine the term that each Corporation Director shall serve.

Qualifications for Appointment. Corporation directors shall be more than twenty years of age and must pass a background check or other regulatory inquiries required by Texas law, federal law, or by governmental agencies having proper regulatory authority over the affairs of the Corporation or its activities. At a minimum, this shall include a law-enforcement background investigation showing that there exists no criminal record that could adversely affect the Corporation or its operations.

***5) the term for which members of the governing body serve; and***

Length and Number of Terms. Foundation Directors may serve unlimited consecutive or non-consecutive terms, each of which shall be for three years.

Length and Number of Terms. Corporation Directors may serve unlimited consecutive or nonconsecutive terms, each of which shall be for three years.

***6) whether the terms are to be staggered.***

All Foundation Directors shall serve rotating terms so that, to the greatest extent possible, at least one third ( $1/3^{\text{rd}}$ ) of the Foundation Directors' terms, as set by SAAF, shall expire at the end of each calendar year. Each Foundation Director whose term has expired shall continue to serve as a Foundation Director until his or her successor has been elected by SAAF and assumes the duties of a Foundation Director.

Corporation Directors shall serve rotating terms so that, to the greatest extent possible, one third ( $1/3^{\text{rd}}$ ) of all Corporation Directors' terms shall expire each calendar year. Each Corporation Director whose term has expired shall continue to serve as a Corporation Director until his or her successor has been elected and assumes the duties of a Corporation Director unless BASIS determines not to elect a successor.

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

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

Per Section 9(b) above:

***[A]s a majority of the members do not reside within 50 miles of the proposed school's designated geographic boundary, the SBOE's approval of the charter will be contingent upon the sponsoring entity's establishing a secondary governing body (a governing body of the charter school) that is made up entirely of members who reside within 50 miles of the proposed school's designated geographic boundary.***

As such, BTX Schools, Inc. will establish such a local School Board. At this time, BTX Schools, Inc. is still in the process of recruiting potential School Board Members who it anticipates will consist of high quality members of the community and who will embrace and further the educational mission of BASIS Schools and BTX Schools, Inc. The members of the School Board will consist entirely of individuals residing within 50 miles of the authorized geographic boundaries.

The School Board shall be composed of three (3) to five (5) members as follows:

President

Vice President

Secretary

Members (two (2) optional)

The School Board President shall be appointed by the Board of Directors of BTX Schools, Inc., and the School Board President shall appoint School Board officers and members. The School Board shall operate in accordance with these Bylaws, resolutions and authorized actions of the Board of Directors of BTX Schools, Inc., and with state law including the Texas Open Meetings Act.

*r) 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(c)(6)(C).*

*Submit, as part of Attachment D, a notarized biographical affidavit for each member of the governing body of the charter school. A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of this application.*

The Board of Directors of BTX Schools, Inc., shall delegate its authority, except as otherwise prohibited by state law (19 TAC § 100.11033(c)(6)(C), to a sub-committee that shall be known as the "School Board" to assist with the governance of the proposed charter school. The School Board may hear grievances in accordance with School Board policy. However, upon request by a grievant, grievances may be heard or considered by the Board of Directors of BTX Schools, Inc., only on appeal from the School Board's decision.

The School Board and its officers and members shall be vested with all powers, duties and protections of a school board for a Texas open-enrollment charter school under state law.



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

***1) the officer positions designated;***

The School Board shall be composed of three (3) to five (5) members as follows:

President

Vice President

Secretary

Members (two (2) optional)

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

The School Board President shall be appointed by the Board of Directors of BTX Schools, Inc., and the School Board President shall appoint School Board officers and members, subject to oversight and approval by the BTX Schools, Inc. Board of Directors. The BTX Schools, Inc. Board of Directors may also remove School Board members and officers at any time for any reason as deemed in the best interest of the corporation and the students of the charter school.

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

The School Board President shall be appointed by the Board of Directors of BTX Schools, Inc., and the School Board President shall appoint School Board officers and members, subject to oversight and approval by the BTX Schools, Inc. Board of Directors. The BTX Schools, Inc. Board of Directors may also remove School Board members and officers at any time for any reason as deemed in the best interest of the corporation and the students of the charter school.

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

The School Board President shall be appointed by the Board of Directors of BTX Schools, Inc., and the School Board President shall appoint School Board officers and members, subject to oversight and approval by the BTX Schools, Inc. Board of Directors. The BTX Schools, Inc. Board of Directors may also remove School Board members and officers at any time for any reason as deemed in the best interest of the corporation and the students of the charter school.

***5) the term for which members of the governing body serve; and***

School Board Members will serve three (3) year terms but may be removed at the discretion of the BTX Schools, Inc. Board of Directors at any time for any reason as deemed in the best interest of the corporation and the students of the charter school.

**6) *whether the terms are to be staggered.***

Terms will not necessarily be staggered.



## 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.***

***t) 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.***

BTX Schools, Inc., intends to negotiate and enter into a management contract with BASIS Educational Group (BEG), an Arizona-based EMO. BASIS School, Inc., the sponsoring entity's corporate member, has an existing management contract with BEG. Neither BSI nor BTX Schools, Inc. is affiliated with the management company BASIS Educational Group (BEG). BEG manages the charter schools operated by BASIS School, Inc. under contractual agreements that have all been negotiated at arms-length and scrutinized for reasonableness. BTX Schools, Inc.'s contract with BEG will also be negotiated at arms-length, scrutinized for reasonableness and submitted to the TEA for review and Commissioner of Education approval in accordance with applicable law. BTX Schools, Inc. will ensure it has the authority to terminate BEG's contract after the first school year and annually thereafter. BEG has a long track record of managing successful charter schools, as evidenced by the results achieved by students at BASIS schools in Arizona.

BASIS Educational Group is the management company used by BASIS School, Inc. to oversee their six BASIS schools in Arizona. The primary focus of the BTX Schools, Inc. Board of Directors' governing responsibility is to ensure that the academic level of performance of the school is acceptable. Per the aforementioned management contract, school management leaders are responsible for ensuring that the policies, goals, and the direction set by the Board of Directors are executed during the day-to-day school operations. Should action ever need to be taken, the Board of Directors or School Board may ask the school directors to report directly to the Board(s) to identify and rectify any concerns. Under the management contract between BASIS Educational Group and BASIS School, Inc., BEG is subject to the BSI Board's direction, oversight, and policies, provide all financial and operational management, including site management, for BASIS schools and the sponsoring entity anticipates that its agreement with BEG will cover the same grounds. The proposed structure and staff positions are illustrated in the chart below:

BEG Services Structure



## BEG Services

### *Curriculum*

- Designing and publishing policies and procedures related to Board-approved middle school grade promotion and upper school graduation requirements;
- Designing and administering the internal syllabi audit system (the audit system includes curriculum alignment with State standards), managing the system and supervising the process of AP course audits;
- Designing the student and school progress assessment systems;
- Managing the system and training the teachers and administrators to use the system; and
- Supervising the administration of required State assessments.

### *Development*

- Identifying relevant grant opportunities;
- Writing and administering of all grants;
- Managing fundraising for special projects and needs; and

### *Human Resources*

- Managing all payroll services;

- Managing benefits, including short and long term disability, health care, retirement, and supplemental insurance coverage; and
- Managing insurance coverage.

#### *Government Issues*

- Ensuring compliance with all Federal and State requirements;
- Managing communication and data transfers between BASIS and the entities governing the BASIS charter schools; and
- Ensuring timely completion of all grant reports, cash management reports, student data transfers, etc.

#### *IT*

- Designing overall technology and IT system and strategy;
- Assuring alignment of technology purchases with technology strategy;
- Providing staff training on the technology and IT systems;
- Designing overall data collection system; selecting and/or creating database systems;
- Assuring compatibility and security of systems;
- Managing IT staff at all school sites; and
- Conducting research on future growth of technology and IT services and equipment and implementing changes and improvements.

#### *Operations*

- Preparing proposed, adopted, and adjusted versions of school budgets;
- Preparing Financial Reports for all charter schools managed by BASIS Educational Group;
- Submitting budgets and Financial Reports to State agencies as required by applicable law;
- Coordinating, preparing, and providing audit data for annual audits;
- Recording the schools' accounting data;
- Preparing quarterly financial reports for the Board;
- Preparing the tax returns;

- Managing accounts payable and accounts receivable;
- Maintaining all vendor files;
- Assuring compliance with GAAP accounting standards; and
- Assuring compliance with Bondholder reporting requirements.

#### Communications

- Developing a Public Relations strategy;
- Preparing and Distributing Press Releases;
- Conducting regular outreach efforts; and
- Engaging firms for PR services as required.

#### Data

- Contracting with database-system providers;
- Updating and solving database problems;
- Conducting data-entry training for site staff;
- Supervising data entry;
- Supervising data uploads;
- Reconciling Student Accountability System and database; and
- Supervising Student Accountability System legal compliance.

#### Management Services

##### Site Management

Subject to BASIS Educational Group's right to restructure its management and staff, in its discretion, and subject to the Head of School/CEO's final authority as provided by 19 TAC 100.1033(c)(6)(D), during the fiscal year the typical site management at a mature school is comprised of: (i) a Head of School (selected, employed, evaluated and supervised by the Board of Directors); (ii) an Upper School Director; (iii) a Lower School Director; and (iv) a Head of Operations. In summary, BEG will work for the Board of Directors and Head of School to provide:

1. Overall Management of the New School's academic program in coordination with the Head of School;
2. Overall Management of the Upper School by the Upper School Director;

3. Overall Management of the Lower School by the Lower School Director; and
4. Overall Management of the New School's physical plant and day-to-day operations by the Head of Operations.

Management will provide services in the following areas:

*Teachers:*

1. Conducting teacher recruiting;
2. Conducting in-house, teacher-training programs in subject content, classroom management, assessment design, developmental psychology and Federal and State compliance, including special-education compliance;
3. Arranging training by outside experts and coordinating off-site individual teacher training and professional development activities; and
4. Planning instructional staffing levels.

*Students:*

Creating policies and procedures and supervising operations related to:

1. Identifying and providing Student Support Services;
2. Identifying and providing educational services to students with special needs, in compliance with Federal and State laws and regulations, including State required reporting;
3. Finding, contracting and supervising licensed SPED staff at all school sites; and
4. Supervising data collection and providing relevant data for State monitoring and SPED audits.

Under the proposed contract, BTX Schools, Inc. may evaluate the performance of BASIS Educational Group at regular intervals to provide BASIS Educational Group with an understanding of the Board's view of its performance under the Agreement.



**10. Human Resources Information**  
(Scored by External Review Panel)

*a) Submit, as Attachment H, 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.*

Please see **Attachment H** for a copy of the sponsoring entity's organizational chart. Also included in Attachment H is a School Level Organizational chart provided by BASIS Educational Group. Once we have an approved charter, we will hire and train key managers six to nine months before the school opens.



***b) Describe how the charter holder board will maintain responsibility for and oversight of:***

***REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.***

***1) student and school performance;***

BTX Schools, Inc. will request and receive frequent reports on student and school performance. Should BASIS San Antonio not be among the top performing schools in the state, a number of steps can be taken at the Board's discretion including, but not limited to, creation of improvement action plan, requiring BEG to contract with a consultant at BEG's expense, requesting more detailed and more frequent reporting, and soliciting offers from other management companies.

***2) management and administrative practices;***

BTX Schools, Inc. will review these practices as it deems appropriate. The anticipated service contract with BEG will be subject to an independent reasonableness study.

***3) student attendance accounting reporting requirements;***

BTX Schools, Inc. will require frequent reports on student attendance and will require assurance from BEG that all reporting requirements will be fulfilled. At the Board's discretion, the Board could also require that the Head of School provide attendance updates at each meeting.

***4) compliance with generally accepted accounting principles and generally accepted standards of fiscal management;***

Per the proposed service contract with BEG, BEG will follow the generally agreed upon accounting procedures and will comply with all relevant state and federal reporting requirements. The Board will receive annual audited reports and quarterly fiscal updates.

***5) compliance with special education and bilingual education/English as a second language (BE/ESL) program requirements;***

BTX Schools, Inc. commits to following all state and federal regulations requiring special education and ESL/ELL program requirements. Special Education and ESL certification are the only two teaching positions that require typical certification, as is represented in the attached HR forms.

***6) financial accounting reporting requirements, including grant reporting requirements;***

Per the proposed service contract with BEG, BEG will follow the generally agreed upon accounting procedures and will comply with all relevant state and federal reporting requirements. The Board will receive annual audited reports and quarterly fiscal updates. Each grant awarded to BTX Schools, Inc. will be assigned a point person to provide timely updates and to ensure compliance with reporting requirements.

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

**Financial Audits**

**Issue Number: 1**

***APPROVED DURING CONTINGENCY PROCESS***

**Section: Human Resources**

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The first sentences of section b) 4) and b) 6) are revised as follows:

Per the proposed service contract with BEG, BEG will follow or comply with generally accepted accounting principles.

The Board will receive annual audited reports and quarterly fiscal updates. The Head of School will appoint a staff member (which could be him/herself) to provide regular PEIMS reports to the Board.

***8) reporting annual school and student performance to students, parents, and the public; and***

Detailed data pertaining to college acceptance rates and assessment results will be presented to BASIS San Antonio staff, BTX Schools, Inc., the authorizer, and any other essential personnel. Performance indicators will be available to the public through the school's website and school publications such as brochures and annual reports.

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

When school opens, BASIS San Antonio will make available a "Best and Brightest" packet. This packet contains biographical information for all BASIS San Antonio teachers, including their qualifications, degrees, and certifications.

BASIS Educational Group is the management company used by BASIS School, Inc. to oversee their six BASIS schools in Arizona, by BDC to oversee BASIS DC, and is the proposed management company for BASIS San Antonio. The primary focus of the Board of Directors' governing responsibility is to ensure that the academic level of performance of the school is acceptable and all required state and federal policies, procedures, statutes and regulations are complied with. Should action ever need to be taken, the Board of Directors may ask the school directors to report directly to the Board to identify and rectify any concerns. Under the management contract between BASIS Educational Group and BASIS School, Inc., BEG will, subject to the BTX Board's direction, oversight, and policies, provide all financial and operational management, including all site management issues as referenced in above points one through nine, for BASIS San Antonio. BEG will report regularly back to the board on each of these topics and all other topics that the BTX Board formally requests.



***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. . ."***

***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, §12.1059 states, "A person may not be employed by or serve as a teacher, librarian, educational aide, administrator, or counselor for an open-enrollment charter school unless the person has been approved by the agency following a review of the person's national criminal history record information as provided by Section 22.0832."***

***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)(C).***

***Charter school officers will be required to undergo training as provided in 19 TAC, §§100.1103-100.1105.***

***c) Submit, as part of Attachment D, a notarized biographical affidavit for each school officer. A sample of the biographical affidavit form is included in Appendix II. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>. Biographical affidavits must be notarized within 90 days of the due date of this application.***

***Please see Attachment D for a notarized biographical affidavit for each school officer.***

**d) Submit as Attachment I, a Supplemental Human Resources Information Form for each officer position. 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(c)(6)(C).**

**A sample of the Supplemental Human Resources Information Form is included in Appendix III. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>.**

**A Supplemental Human Resources Information Form must be completed for the CEO/superintendent, financial officer, principal, assistant principal, director, assistant director, and any other administrative position that the proposed charter anticipates filling.**

**General salary information for specific school districts and for the state as a whole may be found at [http://ritter.tea.state.tx.us/adhocrpt/Standard\\_Reports.html](http://ritter.tea.state.tx.us/adhocrpt/Standard_Reports.html), under the section entitled Staff Reports. Specific salary information may be purchased from the Texas Association of School Boards at <https://www.tasb.org/apps/tasbstore/storeCategory.cfm?cat=3>.**

**Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAC, §100.1022(c)(2)(B)(i).**

**Please see Attachment I for a Supplemental Human Resources Information Form for each officer position. As the top key managers, the Head of School (CEO) and Head of Operations are compared with Districts of similar size while all other positions are compared with Districts in close proximity.**

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

Immediately upon being hired, the newly hired Head of School will work closely with the New Schools Development team to lead development of the school. In the spring, we will hire other key management personnel who will then also be trained by the New Schools Development team and will eventually take over most of the day-to-day development operations. These positions include the Head of Operations and the School Director. Please note that in the first year we will employ one School Director. When the school expands to include more upper level grades, a second School Director will be hired and trained, which will give us an Upper School Director and a Lower School Director.

At the time of hire, key management personnel will be subject to training by experienced BASIS management. This training includes a shadow period where the incoming manager follows an experienced manager throughout the course of a week or two, depending on the circumstances. School officers will also have the benefit of the on-going BASIS Schools Professional Development program which includes summer training, regular management meetings, and frequent feedback from key organizational personnel.



***f) Explain the method(s) and timelines that will be used to evaluate school officers; designate the responsible party for the evaluations.***

As the chief on-site administration officer, it is the Head of School's responsibility to ensure the school is reaching its achievement goals. Should the school fall below these achievement goals, the BASIS San Antonio Board of Directors will meet to determine sanctions for the Head of School. This meeting will occur within a reasonable time period after the last day of school of the year in question. Sanctions for the Head of School may include, but are not limited to, a warning, a written warning, a period of probation, or dismissal from the position. The Head of School will also meet with the BASIS Curriculum Director to determine corrective measures well in advance of the next school year.

## ***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 demonstrate competency in the core academic subject area(s) assigned. See the No Child Left Behind (NCLB) bulletins for further information regarding required teacher qualifications at [http://www.tea.state.tx.us/index4.aspx?id=4261&menu\\_id=798](http://www.tea.state.tx.us/index4.aspx?id=4261&menu_id=798).***

***Charter school teachers assigned to teach subjects that are not considered core academic subjects under the NCLB must meet the state law minimum requirement of a high school diploma. Furthermore, state law and rule require charter school teachers assigned to teach special education, bilingual education, and English as a second language to be appropriately certified.***

***g) Submit as Attachment I, a Supplemental Human Resources Information Form for all teacher and other instructional staff positions. A sample of the Supplemental Human Resources Information Form is included in Appendix III. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>.***

***A Supplemental Human Resources Information Form must be completed for the positions of teacher, educational aide, counselor, librarian, and any other staff position that the proposed school anticipates filling during the staffing process.***

***General salary information for specific school districts and for the state as a whole may be found at <http://ritter.tea.state.tx.us/perfreport/snapshot/2010/index.html>. Specific salary information may be purchased from the Texas Association of School Boards at <https://www.tasb.org/apps/tasbstore/storeCategory.cfm?cat=3>.***

***Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAC, §100.1022(c)(2)(B)(i).***

***Please see Attachment I for all Human Resource Information Forms. Our hiring structure is subject to change based on actual enrollment figures. As the top key managers, the Head of School (CEO) and Head of Operations are compared with Districts of similar size while all other positions are compared with Districts in close proximity.***

***h) Explain the manner in which the school will distribute to parents information related to the qualifications of each teacher, including any degrees or certifications held and any relevant experience. (Note that TEC, §12.130 requires charter schools to provide the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school.)***

When school opens, BASIS San Antonio will make available a “Best and Brightest” packet. This packet contains biographical information for all BASIS San Antonio teachers, including their qualifications, degrees, and certifications.

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

BASIS cultivates a culture of ongoing professional development in which the teachers are accountable for improvement. The program is called BASIS Best Practices and the reason for its existence is to identify, train, and support expert teachers across all academic fields. BASIS teachers must prove they are among the best in the world; they do so by training their students well, and we support them in their quest to provide students with the best education possible. Teachers are judged by their students' standardized test scores and by classroom observations, and their retention from school year to school year depends on their solid performance in these areas. If test results show a teacher is falling behind, the administration staff will require that teacher to become even more involved in the Best Practices program. This often involves partnering the struggling teacher with one or more mentor teachers and requiring many classroom observations. Ultimately, the goal of the Best Practices program is to ensure every BASIS student is taught by an expert teacher both in content knowledge and teaching ability.

The BASIS Best Practices program provides teachers with opportunities to observe the students when taught by other teachers and to learn classroom management and instructional strategies from their peer teachers. Teachers may be required to participate in any number of Best Practices, including the observation of a single group of students throughout the day, the observation of classes in one subject but at various grade levels, or the observation of classes at a different BASIS school. These requirements may differ based on the teacher's experience or past performance, but all BASIS teachers are required to participate in the Best Practices program to some extent. Since all BASIS teachers are continuously observed during the school year by school managers or through the Best Practice program, teacher effectiveness is constantly being monitored. In addition to Best Practices, BASIS teachers also participate in AP training and summer training sessions, and other professional development opportunities. Best Practices training sessions that occur on campus are paid for by the school. Any off campus training sessions a teacher or staff member attends is paid for by the school so long as it is considered essential training by the Head of School and so long as the cost is appropriate considering the budget set for Best Practices. The Best Practices budget is determined yearly.

In 2011, BASIS schools hired 150 new teachers for three brand new schools and three existing schools. All of these teachers were required to attend the BASIS Summer Teacher Training program, in which veteran BASIS teachers, regardless of prior teaching experience, instructed the new hires on teaching strategies and pedagogy that have proven to be successful in BASIS classrooms. The new teachers then had a chance to practice these strategies before they ever stepped foot in a BASIS classroom. When they left the week-long training session, all new BASIS teachers were equipped with the vast teaching knowledge BASIS has gained over our years of operating successful charter schools.

During the initial weeks of the school year, each new teacher was observed in the classroom at least once by either the BASIS Curriculum Director or the BASIS New Schools Curriculum Director. The vast majority of these teachers received direct feedback on their lessons and/or classroom management skills. Those teachers thought to be underperforming in class, either via

data analysis or by observation, were observed multiple times and given direct feedback on improvement techniques. In this way, we were able to observe every new teacher in the organization early in their BASIS careers, and we were able to remedy any perceived problems in instruction. As part of the BASIS Best Practice program, this training and observation is essential to the success of our faculty. While the new teachers are observed regularly upon starting at BASIS, the Head of School and the BASIS Curriculum Director are tasked with observing continuing teachers throughout the year. The result is that every teacher at BASIS San Antonio will have an opportunity for ongoing professional development through a series of observations and opportunities to engage in development projects. The expected number of days and hours of professional development will differ for each teacher, but the BASIS Best Practices program ensures all teachers are actively engaged in on-going development opportunities throughout their time with the school.

The professional development program is evaluated based on outputs (student results) and feedback from the teachers. Once the data and feedback is collected, the New Schools Development Department make adjustments to the training program to ensure we are always offering our teachers the best opportunities to develop their teaching skills.

***j) Explain the method(s) and timelines that will be used to evaluate teachers and other instructional staff. Designate the responsible party for the evaluations.***

Staff will be evaluated on an on-going basis throughout the year. Specific staff members will be formally evaluated in the event that results in the class in question do not meet BASIS San Antonio standards. It is the Head of School's responsibility to create criteria for evaluation and to set up the evaluations.



***PEIMS Coordinator, Student Attendance Staff, and Other Staff***

***k) Submit as Attachment I, a Supplemental Human Resources Information Form for the PEIMS coordinator, the student attendance staff position, and any other staff positions. A sample of the Supplemental Human Resources Information Form is included in Appendix III. The actual form that must be completed is an online form that is located at <http://www.tea.state.tx.us/index.aspx?id=3475>.***

***A Supplemental Human Resources Information Form must be completed for the PEIMS coordinator, student attendance staff, and any other staff positions that the proposed school anticipates filling during the staffing process.***

***General salary information for specific school districts and for the state as a whole may be found at <http://ritter.tea.state.tx.us/perfreport/snapshot/2010/index.html>. Specific salary information may be purchased from the Texas Association of School Boards at <https://www.tasb.org/apps/tasbstore/storeCategory.cfm?cat=3>.***

***Note that charter schools may not compensate an individual in excess of the fair market value of the services rendered. The fair market value of the services rendered is based on the individual's education, experience, prior salary history, job duties actually performed, and what a typical person with similar skills, experience, and job duties would earn. See 19 TAC, §100.1022(c)(2)(B)(i).***

Please see Attachment I for all Human Resource Information Forms. Our hiring structure is subject to change based on actual enrollment figures. As the top key managers, the Head of School (CEO) and Head of Operations are compared with Districts of similar size while all other positions are compared with Districts in close proximity. Assistants and office staff will be assigned various other duties, such as PEIMS coordinator, upon review of their strengths. Assistants, Student Services Coordinator, and the IT Specialist are paid under the same guidelines as teachers.

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

All staff will participate in the same robust professional development program as previously described. As with all positions, each specific position will have the opportunity to work with staff who have similar roles at other BASIS campuses.

***m) Explain the method(s) and timelines that will be used to evaluate the PEIMS coordinator, student attendance staff, and any other staff not already addressed. Designate the responsible party for the evaluations.***

Staff will be evaluated on an on-going basis throughout the year. Specific staff members will be formally evaluated in the event that results in the class in question do not meet BASIS San Antonio standards. It is the Head of School's responsibility to create criteria for evaluation and to set up the evaluations.

**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.***

An annual donation of \$125,000 from the Brackenridge Foundation and \$400,000 from the Ewing Halsell Foundation, both in support of BASIS as a high performing charter school; will be received upon approval of charter.

BASIS School, Inc.'s reputation and history of success allow them to access the bond market for construction capital. With BASIS School, Inc. as a corporate member, BTX Schools, Inc. will be able to work with BASIS School, Inc. to secure an estimated \$7,200,000 in bond funds to build and furnish the new campus.

***b) Discuss the changes in current assets of the sponsoring entity since the date of the most recent audit report submitted as Attachment J. (Current Asset – Those assets which are reasonably expected to be realized in cash or sold/consumed within a year or within the normal operating cycle of the entity)***

None - BTX Schools, Inc. is a new entity.

***c) Discuss the changes in current liabilities of the sponsoring entity since the date of the most recent audit report submitted as Attachment J. (Current Liabilities - Obligations whose liquidation is reasonably expected to require the use of existing resources properly classified as current assets or obligations that are due on demand or will be due on demand within one year)***

None - BTX Schools, Inc. is a new entity formed January 17, 2012.



***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 - BTX Schools, Inc. is a new entity formed January 17, 2012.

***e) State the names of any open-enrollment charters already held by the sponsoring entity.***

None - BTX Schools, Inc. is a new entity formed January 17, 2012.

f) Submit, as Attachment J, a copy of the most recent audit report. *If an audit report is not available, provide one of the following:*

*1) an unaudited financial statement consisting of:*

- *an unaudited statement of financial position,*
- *an unaudited statement of activities, and*
- *an unaudited statement of cash flows (The unaudited financial statements must include a notarized acknowledgement signed by the board chair and chief financial officer of the sponsoring entity attesting to the accuracy and completeness of the information provided.)*
- *Notes:*
- *The structure of the required financial statements must be in the format provided in the most recent version of the Financial Accountability System Resource Guide, Special Supplement-Charter Schools (Module 10) found at <http://www.tea.state.tx.us/index4.aspx?id=1222>.*
- *• The chair of the sponsoring entity is the highest ranking official of the entity, regardless of the term used by the entity to designate this official. The chief financial officer (CFO) is the person who oversees the finances of the sponsoring entity, regardless of the term used by the entity to designate this official.*
- *• The unaudited financial statement must contain all three statements and both required signatures and must be notarized, or this attachment will be considered incomplete, resulting in the removal of the application from the process.*

**OR**

*2) a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2010, and has less than \$5,000 in receipts and total assets.*

Please see Attachment J for a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2010, and has less than \$5,000 in receipts and total assets.

***g) Submit, as Attachment K, a credit report of the sponsoring entity. If the sponsoring entity was incorporated after January 1, 2010, and has less than \$5,000 in receipts and total assets, it is not required to provide a credit report and may instead provide a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2010, and has less than \$5,000 in receipts and total assets. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process. If the entity was incorporated prior to January 1, 2010, and there is no credit history, a response from one of the credit rating agencies must be attached indicating the entity has no credit history.***

Please see **Attachment K** for a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2010, and has less than \$5,000 in receipts and total assets.

*h) Submit, as Attachment L, a copy of the most recently filed (IRS) Form 990. Note: Small tax-exempt organizations whose annual gross receipts are normally \$25,000 or less may be required to electronically submit Form 990-N, also known as the e-Postcard, unless they choose to file a complete Form 990 or Form 990-EZ. If the applicant submits the e-Postcard to the IRS, provide, in Attachment L, a copy of the information that was provided to the IRS. A copy of the submitted information can be located on the IRS website at "Annual Electronic Filing Requirements for Small Exempt Organizations – Form 990-N (e-Postcard)" or [www.irs.gov/app/ePostcard/](http://www.irs.gov/app/ePostcard/). If a Form 990 is not available, provide a statement that explains why a Form 990 (990-N) is not available. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process.*

Please see Attachment L for a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2012 and has not filed Form 990.

***Current Operations of Sponsoring Entity***

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

This question is not applicable as this will be BTX Schools, Inc.'s first charter school.



*j) If there are plans to begin operating any non-charter programs within the next two years, describe whether these non-charter programs will relate to the charter school.*

BTX Schools, Inc. has no plans to begin operating any non-charter programs.

***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.***

BTX Schools, Inc. has no plans to begin operating any non-charter programs.

### ***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 may be available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for no more than three years. Actual funding depends on the number of eligible charters, the completion of a successful competitive charter grant application, and the continuation of funds from the United States Department of Education. Start-up funding is not to be used for budget purposes, and, if awarded, will not be available to the sponsoring entity until the contract for charter has been executed, a county-district number has been assigned, and a grant application has been completed and negotiated. 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.***

As outlined in part a:

An annual donation of \$125,000 from the Brackenridge Foundation and \$400,000 from the Ewing Halsell Foundation, in support of BASIS as a high performing charter school, will be received upon award of the charter from the SBOE.

BASIS School, Inc.'s reputation and history of success allow them to access the bond market for construction capital; BSI has utilized tax free municipal bonds ranging from \$6,000,000 to \$10,000,000 to construct six new campuses with in the past two years. With BASIS School, Inc. as a corporate member, BTX Schools, Inc. will be able to work with BASIS School, Inc. to secure an estimated \$7,200,000 in bond funds to build and furnish the new campus.

**m) Submit, as Attachment M, documentation (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc.) verifying all nongovernmental sources of funding. Letters of support for the proposed school should not be included in Attachment M. *If there are no such sources of funds, state this in the attachment. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process.***

Please see **Attachment M** for documentation verifying all nongovernmental sources of funding.

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

BASIS Educational Group, as part of the management contract, will prepare proposed budgets for consideration and adoption by the BTX Schools, Inc., Governing Body's review and approval. BASIS Educational Group will submit adopted budgets and related financial reports to the Texas Education Agency, subject to review and approval by the CEO/Head Master as required by applicable state and federal laws and after review and approval from the Governing Body. BASIS Educational Group will utilize the Special Supplement for Charter Schools of the Financial Accountability System Resource Guide provided by the Texas Education Agency and other related materials to ensure proper and timely submission.

*o) Submit, as Attachment N, a start-up budget; the electronic version of this template can be found at <http://www.tea.state.tx.us/index.aspx?id=3475>. A sample can be seen in Appendix IV. Note that only this start-up budget template will be accepted for the purposes of this application. To complete the start-up budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart of Accounts which may be found at <http://www.tea.state.tx.us/index4.aspx?id=1222>.*

*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 private or local sources of funding must be supported by the documentation included in Attachment M. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119. These written calculations should be attached following the printout of the completed start-up budget template).*

Please see Attachment N for our start-up budget.



*p) Submit, as Attachment O, a budget for the first year of operations; the electronic version of this template can be found at <http://www.tea.state.tx.us/index.aspx?id=3475>. A sample can be seen in Appendix V. 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 will be accepted for 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 which may be found at <http://www.tea.state.tx.us/index4.aspx?id=1222>. Be advised that funding is only earned for a maximum of 180 days per school year.*

*The budget for the first year of 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. Open-enrollment charter schools may offer either a half-day or full-day prekindergarten program; however, foundation funding for each prekindergarten student is based on half-day eligibility (the student must be scheduled for at least 120 minutes daily to be eligible for half-day prekindergarten.) Please see the Student Attendance Accounting Handbook for additional information.*

*[http://www.tea.state.tx.us/index2.aspx?id=7739&menu\\_id=645&menu\\_id2=789](http://www.tea.state.tx.us/index2.aspx?id=7739&menu_id=645&menu_id2=789)*

*Charters may offer either a half-day or full-day (120 minutes of instruction per day for half-day eligibility or 240 minutes of instruction per day for full-day eligibility) kindergarten program. If students are enrolled in a full-day program (240 minutes of instruction per day), the charter is entitled to full-day funding. Charters offering half-day programs may not count students who attend both the morning and afternoon half-day sessions for eligible full-day attendance. 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 for each entry in the template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119.) It is important to budget conservatively and to consider that charter schools often have lower than anticipated attendance rates in the first year of operation. Therefore, a reasonable planning estimate is \$5,100 per student which accounts for a daily attendance rate of 80%. However, a higher daily ADA and/or attendance estimate percentage may be used in the budget if an explanation for the additional funding, with written calculations, is included. A useful source for calculating additional funding can be found under State Funding Worksheets located at the following TEA website:*

*[http://www.tea.state.tx.us/index2.aspx?id=7721&menu\\_id=645](http://www.tea.state.tx.us/index2.aspx?id=7721&menu_id=645)*

*All written calculations should be included in the application following the completed budget template for the corresponding year. Note: Consistency between staffing proposed in Section 10 (Human Resources) and the proposed budgets will be reviewed.*

*Please see Attachment O for a budget for the first year of operations.*

## **Management Company and Other Contracted Services**

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

The annual audit will be performed by an independent auditor licensed as a certified public accountant by the Texas State Board of Public Accountancy. The school will follow the guidance as provided in Special Supplement Charter Schools Financial Accountability System Resource Guide provided by the Texas Education Agency when preparing for the audit and the Financial Audits' Calendar for timely submission of the audit.

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

As part of the aforementioned management contract, BASIS Educational Group will provide these services for BASIS San Antonio.

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

Our proposed management company, BASIS Educational Group, currently operates all six existing BASIS Schools and has a long history of success, including top rankings in reputable magazines such as *Newsweek* and *US News and World Report*, college admissions to the top universities in the world, and standardized test scores that consistently rank at the top of state and national lists.

***t) 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. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process.***

Please see **Attachment P** for a sample copy of a negotiated service agreement between BEG and BDC, A Public Charter School, Inc. BDC, Inc is the 501c3 which was awarded a charter for BASIS DC with BASIS School, Inc. as the Organization's sole corporate member. The proposed service contract between BTX Schools, Inc. and BEG will be similar to this contract, but will be reviewed by BTX Schools, Inc.'s council and subject to all relevant review requirements.

*u) 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.*

BTX Schools, Inc. will adopt the provisions of the Texas Education Code, Chapter 44, Subchapter B.



### **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/index4.aspx?id=1222>.)***

***v) 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.***

BASIS Educational Group uses QuickBooks in conjunction with an internally created Payroll software patch for all accounting procedures. Although it is believed that QuickBooks has all of the functionalities required as outlined above, in light of the unique financial accounting and reporting requirements of the State of Texas, the sponsoring entity proposes to evaluate various financial accounting software applications including the TxEIS Business system developed and supported by the Texas Computer Cooperative at Education Service Center, Region XX (ESC 20). After carefully reviewing all of the requirements promulgated in Module 11 to the Financial Accountability System Resource Guide and the PEIMS Data Standards and after consulting ESC 20 regarding the PEIMS data submission requirements that the proposed charter school will need to submit through ESC 20, the sponsoring entity will contract with a vendor with a business suite with a demonstrated record of enabling the proposed charter school to meet the state's requirements.

APPROVED DURING CONTINGENCY PROCESS

**Financial Audits**

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BASIS Educational Group currently uses Quickbooks and it is more than sufficient for our 8 schools. However, we are transitioning to Sage...

## **Financial Audits**

**Issue Number: 2**

**Section: Business Plan**

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**APPROVED DURING CONTINGENCY PROCESS**

### **Background**

BASIS Texas, Inc. (BTX) will be using SAGE ERP Accpac 500 (SAGE ERP), Version6, as our accounting software. This is an enterprise level system whose major clients include mid-to-large level entities across various industries. Some of the more applicable modules in SAGE ERP that will be used by BTX include:

1. Accounts payable
2. Accounts receivable
3. Fixed Asset Management
4. Project and Job Costing
5. General Ledger
6. HR Management
7. Muti-Company and Global Operations Management
8. Business Intelligence

Some of the standard reports that come with the system include:

1. Vendor Transactions
2. Aged Payables
3. General Ledger Transactions
4. Gain/Loss Report
5. Balance Sheet
6. Statement of Cash Flows

### **Functionality**

The system has the capability of supporting an unlimited number of users simultaneously. Some of the more advanced functionality includes:

1. Automatic Creation of Purchase Orders
2. Change Order Processing
3. Customer Management Centers

Once the chart of accounts for BTX is established, per Module 11 of the Financial Accountability Resource Guide, and entered into SAGE, it has the ability to do variance analysis between actuals and adopted or revised budgets. Dashboard and widgets that gauge key business metrics will also provide much insight to the operational and financial efficiency of BTX. As BTX gathers historical data, these business intelligence tools will be paramount in pinpointing, analyzing, justifying or troubleshooting

***APPROVED DURING CONTINGENCY PROCESS***

areas of operational or financial efficiency. Memorized reports that pertain to the Net Surplus, Balance Sheet, Cash Flow and Statement of Retained Earnings will help compare time-series data and cross-sectional data. The software package will meet the accounting reporting requirement stated in FASRG – Financial Accountability System Resource Guide for Charter School.



## 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/index2.aspx?id=7739&menu\\_id=645&menu\\_id2=789](http://www.tea.state.tx.us/index2.aspx?id=7739&menu_id=645&menu_id2=789).

*w) 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.*

BASIS School, Inc. currently uses Synergy (formerly Genesis) as their student information system. Synergy is able to upload all relevant reports in Arizona and has expressed confidence in their ability to produce all required reports.

BTX Schools, Inc, is investigating and in discussions for Student Attendance Accounting Solutions, including Powerschool, Synergy (formerly Genesis), the state-sponsored Student Information Systems (Skyward and TxSIS) and other alternatives that will satisfy Texas requirements and standards; whatever solution is ultimately implemented will ensure that charter holder and charter school comply with the Student Attendance Accounting Handbook; specifically, the system employed will enable the school to generate the required reports and fully interface with PEIMS, will provide for ultimate control and oversight of the data by the charter school, that it will include a back-up, retention and disaster recovery component and that all source documentation and databases will be appropriately maintained and preserved in accordance with applicable law.

## Financial Audits

Issue Number: 3

*APPROVED DURING CONTINGENCY PROCESS*

Section: Business Plan

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The answer given about Student Attendance Accounting on page 152 is revised as follow:

BASIS has developed its own student attendance accounting database for its existing campuses and has successfully uploaded all required data by the due dates. Parents create student accounts at [www.basislink.org](http://www.basislink.org) which is managed on the backend for attendance accounting. BASIS will modify this database to meet the corresponding needs for each of the following attendance reports required by TEA:

### 1. Student Detail Reports

- a. Name of the district and the campus
- b. County-district-campus number
- c. Reporting period code (generally described as 6 weeks, but does not necessarily consist of 6 weeks; for reporting purposes, the school year must be divided into six approximately equal reporting periods)
- d. Beginning and ending dates of reporting period, including the year
- e. Total number of days of instruction in the reporting period
- f. Instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the student attends, if your district offers multiple instructional tracks
- g. All identification data elements for the student:
  - Legal first, middle, and last name
  - Generation code, where applicable
  - Gender
  - Date of birth
  - Age as of September 1
  - Social Security number or alternative ID number
  - Ethnic group
  - First and last name of parent or guardian with whom the student resides
  - address of parent or guardian with whom the student resides, to include the street number/route number/PO box number, city, and zip code and campus ID of residence for nonresident students
- h. Student's original entry date and all subsequent withdrawal and reentry dates, where applicable (regular classroom and all special programs)
- i. Student's grade level code
- j. Student's:
  - Average daily attendance (ADA) eligibility code (Section 3)
  - Special education instructional arrangement/setting code (Section 4)
  - Speech therapy indicator code (Section 4)
  - Career and technical education code (Section 5)



## APPROVED DURING CONTINGENCY PROCESS

- Bilingual program type code and ESL program type code (Section 6)
- Gifted/talented indicator code (Section 8)
- Pregnancy Related Services code (Section 9), where applicable
- k. Student's absences (from the official attendance snapshot) by date for each 6-week reporting period
- l. The following, by 6-week reporting period:
  - Student's total days membership
  - Total days absent
  - Total days present
  - Total eligible days present (total eligible minutes present for Optional Flexible School Day Program [OFSDP] or High School Equivalency Program [HSEP] students)
  - Total ineligible days present (total ineligible minutes present for OFSDP or HSEP students)
- m. Student's total eligible days present in each program (listed in item 10, except for gifted/talented) by 6-week reporting period, where applicable
- n. Student's number of excess contact hours earned in one day, where applicable
- o. Student's total excess contact hours by instructional arrangement/setting code by 6-week period, where applicable
- p. Attendance data totals for all students, summarized by grade. These totals include the following:
  - Days membership (includes both eligible and ineligible students)
  - Days absent (includes both eligible and ineligible students)
  - Total days present (includes both eligible and ineligible students)
  - Ineligible days present (total ineligible minutes present for OFSDP or HSEP students)
  - Eligible days present (total eligible minutes present for OFSDP or HSEP students)
  - Eligible days bilingual/ESL
  - Eligible days Pregnancy Related Services
  - Eligible days special education mainstream
- q. Campus total for all grades for all data required in 16 above
- r. Campus ADA (regular classroom eligible participation, bilingual/ESL, Pregnancy Related Services, and mainstream)
- s. Total eligible days present and total contact hours for all career and technical education codes (V1–V6) by grade and a campus total for all grades, where applicable
- t. Total eligible days present, total contact hours, and total excess contact hours for all special education instructional settings, including speech therapy, by grade and a campus total for all grades, where applicable
- u. Signature page, signed by persons recording data and persons approving data. This page can be signed each 6-week reporting period or each semester at local discretion. If your district uses a paperless attendance accounting system, the electronic equivalent of a signature page (e.g., a feature that allows approvers to indicate their approval of data electronically) is acceptable in lieu of a paper signature page.

### 2. Campus Summary Reports

- a. Name of the district and the campus
- b. County-district-campus number
- c. Six-week reporting period

- d. Beginning and ending dates of the reporting period, including the year
- e. The number of days of instruction in the reporting period
- f. The instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the report covers, if your district offers multiple instructional tracks. Campuses with multiple instructional tracks will have one **Campus Summary Report** for each track.
- g. Attendance data totals for all students, **summarized by grade**. These totals include the following:
  - Days membership (includes both eligible and ineligible students)
  - Days absent (includes both eligible and ineligible students)
  - Total days present (includes both eligible and ineligible students)
  - Ineligible days present (total ineligible minutes present for OFSDP or HSEP students)
  - Eligible days present (total eligible minutes present for OFSDP or HSEP students)
  - Eligible days bilingual/ESL
  - Eligible days Pregnancy Related Services
  - Eligible days special education mainstream
- h. Campus total for all grades for all data required in item g above
- i. Total days absent reported by date for entire calendar
- j. Campus ADA (regular classroom eligible participation, bilingual/ESL, Pregnancy Related Services, and mainstream)
- k. Total eligible days present and total contact hours for all career and technical education codes (V1–V6), if applicable
- l. Total eligible days present, total contact hours, and total excess contact hours for all special education instructional settings, including speech therapy, if applicable
- m. FTE calculations for all special programs reported for data required in items k and l
- n. Total number of students, by grade, who were served in a state-approved gifted/talented program, if applicable
- o. Signature page, signed by persons recording data and persons approving data. This page can be signed each 6-week reporting period or each semester at local discretion. If your district uses a paperless attendance accounting system, the electronic equivalent of a signature page (e.g., a feature that allows approvers to indicate their approval of data electronically) is acceptable in lieu of a paper signature page.

### 3. District Summary Report

- a. Name of the district
- b. County-district number
- c. Six-week reporting period
- d. Beginning and ending dates of the reporting period, including the year
- e. Number of days of instruction in the reporting period
- f. Instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the report covers, if your district offers multiple instructional tracks. If your district offers multiple instructional tracks, it will have one **District Summary Report** for each instructional track.
- g. Totals of all campus data, **summarized by grade**. These totals include the following:
  - Days membership (includes both eligible and ineligible students)
  - Days absent (includes both eligible and ineligible students)
  - Total days present (includes both eligible and ineligible students)
  - Ineligible days present (total ineligible minutes present for OFSDP or HSEP students)

APPROVED DURING CONTINGENCY PROCESS

- Eligible days present (total eligible minutes present for OFSDP or HSEP students)
  - Eligible days bilingual/ESL
  - Eligible days Pregnancy Related Services
  - Eligible days special education mainstream
- h. District total for all grades for all data required in item g above
  - i. District ADA (regular classroom eligible participation, bilingual/ESL, Pregnancy Related Services, and mainstream)
  - j. Total eligible days present and total contact hours for all career and technical education codes (V1–V6), if applicable
  - k. FTE calculations for all special programs reported for data required in items i and j above
  - l. Total eligible days present, total contact hours, and total excess contact hours for all special education instructional settings, including speech therapy, if applicable
  - m. Total number of students, by grade, who were served in a state-approved gifted/talented program, if applicable
  - n. Signature page, signed by persons recording data and persons approving data. This page can be signed each 6-week reporting period or each semester at local discretion. If your district uses a paperless attendance accounting system, the electronic equivalent of a signature page (e.g., a feature that allows approvers to indicate their approval of data electronically) is acceptable in lieu of a paper signature page.

## Facility Management

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

In the last two years, BASIS Schools, Inc. (the corporate member of the sponsoring entity) has opened four new schools in Arizona, each in a different community. Although each community presents its own unique challenges when it comes to securing a facility, we have found the process we use to be effective in avoiding complications. All of our new-build facilities have been completed on time, and all have been up to code by the time of occupancy. All new BASIS facilities are handicapped accessible.

In San Antonio, BTX School, Inc will rely on the experience of BASIS School, Inc. and will follow the same plan utilized in Oro Valley, Chandler, Flagstaff, and Peoria, Arizona. We will construct a new building approximately 35,000-40,000 square feet in size, which will sit on approximately 4 acres of land. At the time of this application, we have identified several possible sites for purchase, each in what we deem an easily accessible location in northwestern San Antonio. These parcels of land have been identified as locations where a school can be placed for primary use, and we have already begun the review process with the city planning and engineering departments to determine zoning and occupancy requirements.

The building will consist of the following: 16 general classrooms, 7 science-specific classrooms, 2 art rooms, 2 music rooms, 1 gym, 1 theater, and a large multipurpose room which will be used as a cafeteria. There will not be any kitchen facilities on-site. The number of bathrooms will depend upon district code; 1 bathroom fixture for every 50 occupants of the building. BASIS San Antonio will meet all relevant codes, just as all BASIS new-build facilities have.

We anticipate the minimum size of each classroom to be approximately 550 square feet. There will be at least 6 administrative offices of adequate size, and as with our operational campuses, there will not be any library space needed. We do not anticipate needing any common areas, but we do anticipate having an outdoor space for student recreation.

Since BASIS School, Inc. builds new facilities from the ground up whenever possible, BASIS has campuses tailored to its own needs. The San Antonio facility will be no different. All financing for the purchase and improvements of the land and construction and equipping of the school is contained in the bond financing, as represented in Attachment N.

*y) Describe how the facility is currently used or how it was used in the past.*

This is not applicable as we anticipate building a new campus.

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

As referenced above, we believe that building a campus to suit our needs is the ideal scenario.



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

All facilities we build are accessible to disabled persons and will comply with all federal and state laws and codes including Texas Accessibility Standards. We will follow all relevant building and occupancy codes.

***bb) 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.***

This is not applicable to a new building.

***cc) Submit as Attachment Q the certificate of occupancy or equivalent certificate showing that the facility is appropriate for school use that has been issued by the appropriate governing entity (i.e. local, county, or state authority having jurisdiction for the facility.) If a certificate of occupancy is not yet available, so state and provide an assurance that a certificate of occupancy will be obtained and submitted to TEA before serving students. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process.***

Please see **Attachment Q** for a statement that the certificate of occupancy is not yet available but will be obtained and submitted to TEA before serving students.

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

#### **Facilities**

In the last two years, BASIS School, Inc. has built four new schools in Arizona, each in a different community, and will build 2 new Arizona campuses and work with BDC, Inc. to renovate one DC campus by August 2012. Although each community presents its own unique challenges when it comes to securing a facility, we have found the process we use to be effective in avoiding complications. All of our new-build facilities have been completed on time, and all have been up to code by the time of occupancy.

In San Antonio, we will work with BASIS School Inc. to follow the same plan utilized in Oro Valley, Chandler, Flagstaff, and Peoria, Arizona. We will construct a new building of approximately 40,000 square feet in size, which will sit on approximately 4 acres of land. At the time of this application, we have identified several possible sites for purchase, each in what we deem an easily accessible location in northwestern San Antonio. These parcels of land have been identified as locations where a school can be placed for primary use, and we will begin the review process with the city planning and engineering departments to determine zoning and occupancy requirements while our application is being considered.

*ee) Submit, as Attachment R, a copy of the negotiated lease agreement(s), deed(s) to property, earnest money contract, 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. Any agreements or statements submitted must be signed by all parties involved in the transaction. If a location has not been identified, a statement noting this should be included. A statement of not applicable will result in this item being considered incomplete and the removal of the application from the process.*

Please see Attachment R for a copy of the statement that a location has not been identified.

***ff) 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.***

No land has been selected, therefore negotiations on a lease or purchase have not yet commenced. Any purchase or exchange of real property will be negotiated at arms-length and in accordance with any applicable conflict of interest policies and laws.



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

There will be no other tenants in the campus for BASIS San Antonio.

## Transportation and Food Service

*hh) Describe provisions 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).*

We will contract with a private provider in the event that a student's IEP includes transportation to and from school.

*ii) 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.squaremeals.org>.*

BTX School's Inc. will not provide general student transportation. In accordance with the IDEA and applicable state law, the charter school will contract with a private provider in the event that a student's IEP includes transportation to and from school as a related service.

*REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.*

**Financial Audits**

**Issue Number: 4**

**Section: Business Plan**

**Page: 164**

***APPROVED DURING CONTINGENCY PROCESS***

The answer to this question is revised as follows:

BTX School's, Inc. will not provide food services for students served by the charter school unless 10% of the students qualify for free or reduced breakfast, as required by Texas Education Code § 33.901, in which case the charter school will provide a breakfast program for those students.

## **12. Attachments**

*All attachments should be clearly referenced, numbered, and ordered exactly as indicated on the Applicant Checklist on page 24 of this RFA.*

## Attachment A.

Sunday, February 5, 2012 5G

### San Antonio Express-News

mySA.com

#### Legal Bids & Proposals

SA, TX 78208. Original signed sealed proposal and three (3) copies must be delivered to the Materials Management/Purchasing Dept. on or before 2:00 pm on Wed, 02-29-12 at which time they will be publicly opened, names of proposers read aloud, and monetary proposals stated. A copy of the RFCSP may be obtained from Rosalie Cavazos (210) 224-2781 ext: 120, Materials Management/Purchasing Dept. between the hours of 9:00 am - 11:00 am and 1:00 pm - 4:00 pm beginning on Tues, 02-07-12, upon deposit of \$100.00 (Check or Money Order payable to the SAISD). Contractors returning documents will only be refunded a maximum amount of \$100.00. The District will retain all other deposits for additional sets.

#### REQUEST FOR PROPOSALS

##### THE SAN ANTONIO HOUSING AUTHORITY AND ITS AFFILIATES INVITES PROPOSALS FOR:

Event Rentals RFP # 1201-981-72-3702

Proposals will be received until 11:00 a.m. (CST) on March 6, 2012 and publicly opened at that time at the offices of the SAHA Procurement Department, 818 S. Flores, San Antonio, Texas 78204. A pre-submittal meeting will be held on February 16, 2012 at 10:00 a.m. (CST) at the same location.

This is a Section 3 covered contract. As a result, contractors will be required to provide economic, educational and/or training opportunities to very low and low income individuals.

Specifications packages are available online at <http://www.saha.org>, or at <http://nahro.economicengine.com>, or at SAHA's Office of Procurement, located at 818 S. Flores, San Antonio, Texas 78204 or by calling (210) 477-6059.

#### REQUEST FOR PROPOSALS

Northside ISD is accepting Sealed Proposals for RFCSP #2012-023, Roof Repair & Replacement @ Helotes ES until 2:00 pm 2/29/12 in the NISD Purchasing Conference Room, 607 Richland Hills Dr. #700, SAT 78245. Pre-Proposal Conference on 2/16/12 @ 10:00 am @ Helotes ES Cafeteria, 13878 Riggs Rd, SAT 78023. Obtain construction documents on or after 2/6/12 from Raba Kistner Consultants, 12821 W. Golden Lane, SAT 78249, (210) 699-9090. Project requires bid bond: \$50,000 refundable deposit required. Plans are available at AGC Builders Exchange, Dodge Plan R. \*2011 BASIS Schools, 1486  
\* Shaded material denotes Confidential/Proprietary

#### REQUEST FOR PROPOSALS

#### Legal Bids & Proposals

##### SAISD WILL ACCEPT SEALED BIDS/PROPOSALS:

Bid #12-009, Basketball Supplies and Equipment, due by 1:30 pm, Fri, 02-24-12, at 1215 Austin St., SA, TX 78208.

Bid #12-010, Swimming Supplies and Equipment, due by 2:30 pm, Fri, 02-24-12, at 1215 Austin St., SA, TX 78208.

Solicitations available at [www.texasbidsystem.com](http://www.texasbidsystem.com). For information call Rosalie Cavazos, (210) 224-2781, ext: 120.

##### SAISD WILL ACCEPT SEALED BIDS/PROPOSALS:

RFP #12-008, Switches (E-Rate), due by 10:00 am, Mon, 02-13-12, at 1215 Austin St., SA, TX 78208.

Solicitations available at [www.texasbidsystem.com](http://www.texasbidsystem.com). For information call Andrea Morales, (210) 224-2781, ext: 119.

#### LOOK (b)

DID THIS CATCH YOUR EYE?  
Ask for details 250-2345

#### Legals/Public Notices

##### PUBLIC NOTICE

BASIS San Antonio RTX, Inc. in conjunction with BASIS Schools, Inc. Information Night February 7, 2012 6:30 - 8:00 PM  
Radius Center, 106 Auditorium Circle, San Antonio, TX 78205  
With any questions please email [newschools@basisschools.org](mailto:newschools@basisschools.org)

Sponsoring Board Members: Nick Fluege, John Morton and Victoria Rico

MISSION OAKS MANOR does not discriminate against any person on the basis of race, color, national origin, disability, genetics or age in admission, treatment, or participation in its programs, services and activities, or in employment. For further information about this policy, contact Cain Smith at 210-924-8151.

ISLA 501 (c) (3) ANNOUNCEMENT Non-Profit Organization Community Meeting Feb 9, 2012 7pm-8pm, Holiday Inn & Suites, 9536 Amalia Pass. Board Members: Dr Felipe Perez Rodriguez, Thalia Chaney, Grace Gonzalez, Conna Andrade, Jim Zebasson

Call 250-2345



**REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.**

***Synopsis of Public Hearing***

BASIS held a public hearing ~~February 6, 2012~~ at the Radius Center in San Antonio. The presenter was Nick Fleege, Director of New School Development, for BASIS Schools, Inc. The presentation consisted of a discussion on the history of BASIS, why the program has been so successful, the replication plans for the school and its focus on closing the international achievement gap.

The following is a sample of the questions and answers that were discussed at the public hearing.

**Why did BASIS choose San Antonio?**

Your charter law is the primary reason. BASIS needs two things in order to consider a state for expansion. One is autonomy from local school districts. There are states where charter schools must abide by the local District's salary schedule. There are other states where the governing body of the local district has control over the school, sometimes including the ability to hire managers. We can't run our program if it's not autonomous from the local district.

The second thing BASIS needs is the ability to hire highly qualified, not necessarily certified, teachers. All of our teachers have academic degrees in their content area. This is especially important considering the high level of academics that BASIS students partake in. As an example, our 8<sup>th</sup> grade students are in their 3<sup>rd</sup> year of Chemistry. They are fluent in stoichiometry and have begun an intro to Organic Chem; I need a Chemist in that classroom versus a teacher who is simply certified to teach Middle School Science.

**What is the BASIS Philosophy?**

The BASIS philosophy is deceptively simple; provide an excellent education by: setting high standards for all students; giving teachers as much autonomy as possible in designing their curriculum and syllabi; holding teachers and students accountable for their results through a feedback loop utilizing assessment; and closely monitoring the performance of every student in order to provide effective student support when necessary.

**How does BASIS compare to other schools?**

As a charter school, BASIS is able to focus its mission on a particular area of interest. BASIS' mission is focused not solely on closing the achievement gap between low income and high income students, but on the gap between students in the US compared with their international peers.

**What is the average class size?**

It varies slightly depending on the campus, but around 27 in the Middle School and lower 20s in the High School.

**Community Support: P. 167**

The date of the public hearing listed in Attachment B was a mistake; February 7, 2012 was the correct date of public hearing held at the Radius Center in San Antonio.

APPROVED DURING CONTINGENCY PROCESS

What is the average homework load?

That varies greatly with each student. A median 5<sup>th</sup> grade homework load will be in the range of 75-90 minutes per night. This increases linearly until a student may have 2.5-3 hours as a 10<sup>th</sup> or 11<sup>th</sup> grade student. But by this point, students could be taking anywhere from 2-6 AP exams depending on their elective selections, so the homework load in the Upper School depends greatly on the classes the student elects to take.

Is there homework on the weekends?

Yes.

When will BASIS San Antonio open?

We are targeting August 2013.

Where will the school be located?

We're still analyzing potential locations. We anticipate building a new campus on approximately 4 acres of land in north or northwest San Antonio.

What grades will BASIS San Antonio offer?

BASIS will open with grades 5<sup>th</sup> – 8<sup>th</sup>. The 8<sup>th</sup> grade students will be with us for 5 years as we grow to a fully accredited 5<sup>th</sup> – 12<sup>th</sup> grade program by 2017.

What is the school day schedule?

Standard. A typical schedule will be from around 8:00 – 3:30; but the school is open at 7:00am for early drop off and until 5:30 or later for late pick up. Students will generally have 7 different classes taught by 7 different teachers.

What does the BASIS school calendar look like?

A typical 180 day calendar. We'll try and model it after the calendar of the surrounding schools.

What kind of support do you offer students?

Tons! BASIS requires all students at a new campus to carry a Communication Journal, which is the BASIS term for an assignment notebook or daily planner. Students are required to use their Communication Journals to keep track of homework and upcoming assessments; the Communication Journal also serves as a mode of communication between teachers and families.

In addition to the Communication Journal, BASIS teachers will work to ensure students are prepared for success in the highly-accelerated BASIS academic program. Teachers will work with all students to build good study and organization skills from the outset and will hold regular Student Teacher hours before or after school to work with students outside of regular class time. BASIS San Antonio will employ an Academic Support Specialist who will meet individually with students who need or would benefit from additional assistance. At our Oro Valley campus, 75% of the 560 students who enrolled during the initial year met with our Academic Support

**Community Support: P. 168**

Oro Valley was referenced because, at that time, it was the most recently opened BASIS campus that had student support data for a full year of operation. This percentage has actually shown to be typical at each of our campuses for the first year of operation and is a good indication of what to expect for BASIS San Antonio.

APPROVED DURING CONTINGENCY PROCESS

Specialist. We also have homework buddies, peer tutoring, and a myriad of other tools to help us support students.

BASIS is challenging work for our students, but by teaching them how to be students and by giving them a voice to advocate for themselves at a young age, our kids are capable of far greater things than the typical state standards ask of them.

Next year, my daughter will be transferring to BASIS. How will the school help her adjust?

What grade will your daughter be in? (8<sup>th</sup>) As you saw from our curriculum flowcharts, every 8<sup>th</sup> grade student at an existing BASIS campus is in her third year of physics, third year of chemistry, third year of biology, and is in Algebra II or higher. I don't know of many San Antonio 7<sup>th</sup> grade programs that are preparing students for this level of academic excellence. Because of this, we will modify our curriculum for our initial cohort of students to better meet their level. As an example, we will offer Pre-Algebra and Algebra I, in addition to Algebra II and Pre-Calc, to our 8<sup>th</sup> grade students during our initial year. This is possible because a student can take Pre-Algebra in 8<sup>th</sup> grade, and still take Algebra, Algebra II, Pre-Calc, and Calc in High School.

Does BASIS offer extra-curricular activities?

BASIS puts academics first; however, we recognize the value in a well-rounded education. BASIS San Antonio will offer a wide range of extra-curricular programs in academics, fine arts, and sports. The specific offerings are driven by student interest. BASIS students at existing campuses can choose from chess club, science team, drama, band, rugby, fencing, volleyball and basketball, just to name a few examples.

Does BASIS offer theatre, art, or music?

Absolutely, as this curriculum flow chart shows, our students have art and music beginning in 5<sup>th</sup> grade. Additionally, choir, band, and drama are generally popular extracurricular activities.

Does BASIS charge tuition?

No. Charter schools are free and open enrollment.

Where do BASIS teachers come from?

BASIS teachers come from across the country, across the world even. As a past BASIS teacher, I can say that BASIS was attractive to me as a professional. I loved being surrounded by experts in their field; walking into a 5<sup>th</sup> grade Latin classroom was exciting. Being able to hear a Biologist teach 6<sup>th</sup> grade Biology was a delight. BASIS attracts new and experienced teachers alike because there are drawn to the ability to teach a subject that they are passionate about at such a high level. Teachers who have taught at local colleges are excited to focus on teaching while still being able to address 100 and 200 level college topics. Last year, as an example, we were sent 1200 qualified resumes within the first 6 weeks of requesting them.

Why does BASIS start in 5<sup>th</sup> grade?

As I mentioned, our 5<sup>th</sup> graders follow a Middle School Schedule. They have 7 different classes each day and move every 50 minutes. We use this as a transitional year to allow our students

to develop their study skills before being held accountable for Comprehensive Exams beginning in the 6<sup>th</sup> grade, and we've been successful with this. Middle School and High School environments are similar, and they are our competitive advantage. Once you go younger than 5<sup>th</sup> grade, you probably have to model a more elementary setting; and that's not what our strength is.



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Total Postage & Fees	\$ 5.75	02/22/2012

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Total Postage & Fees	\$ 5.75	02/22/2012

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Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

NEW FRONTIERS CHARTER  
 SCHOOL  
 1313 SE MILITARY DR STE 117  
 SAN ANTONIO, TX 78214

for instructions

7010 1060 0001 1740 9203

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SAN ANTONIO TX 78250

Postage	\$ \$0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.75	02/22/2012

JOHN H WOOD JR PUBLIC  
 CHARTER DISTRICT  
 10325 BANDERA RD  
 SAN ANTONIO, TX 78250

For Instructions

7010 1060 0001 1740 9081

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SAN ANTONIO TX 78238

Postage	\$ \$0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.75	02/22/2012

ACADEMY OF CAREERS AND  
 TECHNOLOGIES CHARTER SCHOOL  
 5503 GRISSOM RD STE 102  
 SAN ANTONIO, TX 78238

For Instructions

7010 1060 0001 1740 9074

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SAN ANTONIO TX 78212

Postage	\$ \$0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.75	02/22/2012

POSITIVE SOLUTIONS CHARTER  
 SCHOOL  
 1325 N FLORES STE 100  
 SAN ANTONIO, TX 78212

For Instructions

7010 1060 0001 1740 9104

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

SAN ANTONIO TX 78222

Postage	\$ \$0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.75	02/22/2012

JUBILEE ACADEMIC CENTER  
 4434 ROLAND  
 SAN ANTONIO, TX 78222

For Instructions

7010 1060 0001 1740 9098

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SAN ANTONIO TX 78212

Postage	\$ \$0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.75	02/22/2012

SAN ANTONIO SCHOOL FOR  
 INQUIRY & CREATIVITY  
 4618 SAN PEDRO STE 104  
 SAN ANTONIO, TX 78212

For Instructions



7010 1060 0001 1740 8954

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SAN ANTONIO TX 78235

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

BROOKS ACADEMY OF SCIENCE  
AND ENGINEERING  
3803 LYSTER RD  
SAN ANTONIO, TX 78235

For Instructions

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SAN ANTONIO TX 78208

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

CITY CENTER HEALTH CAREERS  
1114 WILLOW  
SAN ANTONIO, TX 78208

For Instructions

7010 1060 0001 1740 9128

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SAN ANTONIO TX 78227

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

LIGHTHOUSE CHARTER SCHOOL  
2718 FRONTIER DR  
SAN ANTONIO, TX 78227

For Instructions

7010 1060 0001 1740 9135

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SAN ANTONIO TX 78201

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

KIPP SAN ANTONIO  
735 FREDERICKSBURG RD  
SAN ANTONIO, TX 78201

For Instructions

7010 1060 0001 1740 8978

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SAN ANTONIO TX 78207

Postage	\$ 0.65	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	02/22/2012

HENRY FORD ACADEMY  
ALAMEDA SCHOOL FOR ART +  
DESIGN BASIS Schools, Inc.

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SAN ANTONIO TX 78216

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

SAN ANTONIO TECHNOLOGY  
ACADEMY  
7300 BLANCO RD STE 606  
SAN ANTONIO, TX 78216

173

7010 1060 0001 1740 8992

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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

HARLANDALE ISD  
 102 GENEVIEVE ST  
 SAN ANTONIO, TX 78214-2997

for instructions

7010 1060 0001 1740 8985

U.S. Postal Service<sup>TM</sup>  
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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

ALAMO HEIGHTS ISD  
 7101 BROADWAY ST  
 SAN ANTONIO, TX 78209-3797

for instructions

7010 1060 0001 1740 9012

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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

SAN ANTONIO ISD  
 141 LAVACA ST  
 SAN ANTONIO, TX 78210-1039

for instructions

7010 1060 0001 1740 9005

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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

EDGEWOOD ISD  
 5358 W COMMERCE ST  
 SAN ANTONIO, TX 78237-1354

for instructions

7010 1060 0001 1740 9036

U.S. Postal Service<sup>TM</sup>  
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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

NORTH EAST ISD  
 8961 TESORO DR  
 SAN ANTONIO, TX 78217

for instructions

7010 1060 0001 1740 9029

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Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

SOUTH SAN ANTONIO ISD  
 5622 RAY ELLISON BLVD  
 SAN ANTONIO, TX 78242-2214

174



7010 1060 0001 1740 9050

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SAN ANTONIO TX 78252 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

SOUTHWEST ISD  
 11914 DRAGON LN  
 SAN ANTONIO, TX 78252-2647

for instructions

7010 1060 0001 1740 9049

U.S. Postal Service™  
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SAN ANTONIO TX 78263 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

EAST CENTRAL ISD  
 6634 NEW SULPHUR SPRINGS RD  
 SAN ANTONIO, TX 78263-9701

for instructions

7010 1060 0001 1742 4930

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SAN ANTONIO TX 78234 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

FT SAM HOUSTON ISD  
 1902 WINANS RD  
 SAN ANTONIO, TX 78234-1497

for instructions

7010 1060 0001 1742 4923

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LACKLAND AFB TX 78236 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

LACKLAND ISD  
 2460 KENLY AVE BLDG 8265  
 SAN ANTONIO, TX 78236-1244

for instructions

7010 1060 0001 1742 4954

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SAN ANTONIO TX 78221 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

SOUTHSIDE ISD  
 1460 MARTINEZ LOSOYA RD  
 SAN ANTONIO, TX 78221-9648  
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SAN ANTONIO TX 78238 **OFFICIAL USE**

Postage	\$ 0.45	0735
Certified Fee	\$2.95	03
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.75	02/22/2012

NORTHSIDE ISD  
 5900 EVERS RD  
 SAN ANTONIO, TX 78238-1699 175

for instructions

7010 1060 0001 1742 4965

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BOERNE TX 78006

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

BOERNE ISD  
 123 W JOHNS RD  
 BOERNE, TX 78006-2023

For Instructions

7010 1060 0001 1742 4961

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BOERNE TX 78006

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

MEADOWLAND CHARTER  
 SCHOOL  
 P O BOX 2266  
 BOERNE, TX 78006

For Instructions

7010 1060 0001 1742 5005

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D'HANIS TX 78850

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

D'HANIS ISD  
 P O BOX 307  
 D'HANIS, TX 78850-0307

For Instructions

7010 1060 0001 1742 4962

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

DEVINE TX 78016

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

DEVINE ISD  
 205 W COLLEGE  
 DEVINE, TX 78016-6080

For Instructions

7010 1060 0001 1742 5029

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HONDO TX 78861

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

HONDO ISD  
 P O BOX 308  
 HONDO, TX 78861-0308

For Instructions

7010 1060 0001 1742 5012

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NATALIA TX 78059

**OFFICIAL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

NATALIA ISD  
 P O BOX 548  
 NATALIA, TX 78059-0548

For Instructions



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CASTROVILLE TX 78009-9531 **AL USE**

Postage	\$	\$0.45	0735
Certified Fee		\$2.95	03
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.75	02/22/2012

MEDINA VALLEY ISD  
8449 FM 471 S  
CASTROVILLE, TX 78009-9531

or instructions

**Seventeenth Generation Open-Enrollment Charter Applicant Biographical Affidavit  
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- ☒ Member of the governing body of the sponsoring entity
- ☐ Member of the governing body of the charter school
- ☐ School officer: \_\_\_\_\_ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity BTX Schools, Inc.

Full Name of Proposed Charter School BASIS San Antonio

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) Nick Fleege

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: \_\_\_\_\_

Maiden name (if female): \_\_\_\_\_

Other names used at any time: \_\_\_\_\_

3. Current home address: 3361 W Cinnamon Dr. Tucson, AZ 85741

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☒ No ☐ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 602-402-9374 (cell)

5. Education: Dates, Names, Locations and Degrees

College: 1999 - 2004; University of Illinois - Urbana/Champaign; BS Mechanical Engineering

Graduate Studies: \_\_\_\_\_

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 10 years including dates, employers, addresses and positions held:

2002 - 2003; undergrad at University of Illinois; 901 West Illinois Street, Urbana, IL 61801  
August 2004 - June 2006; teacher in Laveen Elementary School District; 9401 S 51st Ave, Laveen, AZ 85339  
July 2006 - June 2007; Investment professional at SIMWEY Financial Group; 9185 W Thunderbird Rd, #C104, Peoria, AZ 85381  
July 2007 - June 2008; teacher in Issac School District; 3348 W. McDowell Rd, Phoenix, AZ 85009  
July 2008 - June 2010; teacher with BASIS School, Inc.; 11485 N 136th St. Suite 109 Scottsdale, AZ 85259  
July 2010 - present; Director of New School Development at BASIS School Inc.; 11485 N 136th St. Suite 109 Scottsdale, AZ 85259

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

BTX Schools, Inc.; Chairperson

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

August 2008 - June 2010; teacher at BASIS Scottsdale and BASIS Tucson

BASIS Scottsdale:  
11440 N. 136th Street Scottsdale, AZ 85259

BASIS Tucson:  
3825 E. 2nd Street Tucson, AZ 85716

10. List all previous experience with any charter school management company including dates, management company, address and position held:

July 2010 - present  
Director of New School Development for BASIS School Inc. (in conjunction with management company BASIS Educational group)  
11485 N 136th St. Suite 109  
Scottsdale AZ, 85259

11. 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:

AZ fingerprint clearance card (current); issued 2004, renewed 2009

12. During the last 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?

☐ Yes ☒ 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 ☐ No If so, please state the compensation you expect to receive.

90,000

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

None; my compensation is as New Schools Director for BASIS School Inc, in conjunction with BASIS Educational Group

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. 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?

☐ Yes ☒ No

If so, give details:



17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 22<sup>nd</sup> day of February, 2012  
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.

N. Fleeger  
(Signature of Affiant)

VERIFICATION

State of Arizona

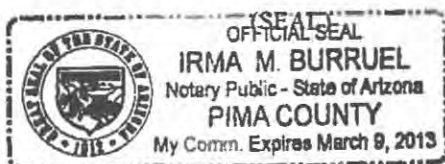
County of Pima

On this day, February 22, 2012 Nicholas A. Fleeger (name of affiant) appeared before me the undersigned notary public and depose 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, 2012.

Irma M. Burruel  
(Notary Public)

My commission expires 3/9/2013



**Seventeenth Generation Open-Enrollment Charter Applicant Biographical Affidavit  
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

☒ Member of the governing body of the sponsoring entity

☐ Member of the governing body of the charter school

☐ School officer: \_\_\_\_\_ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity BTX Schools, Inc.

Full Name of Proposed Charter School BASIS San Antonio

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) Victoria Branton Rico

2. Have you ever had your name changed or used another name? ☒ Yes ☐ No

If yes, give reason for the change: Marriage

Maiden name (if female): Victoria LaVoy Branton

Other names used at any time: N/A

3. Current home address: 310 W. Lynwood Avenue, San Antonio TX 78212

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☐ No ☒ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas).

4. Current home telephone number: 210-885-9876

5. Education: Dates, Names, Locations and Degrees

College: 1991-1995 Harvard University, Cambridge MA, A.B.

Graduate Studies: 1995-1998 University of Texas, Austin, J.D.

Others: \_\_\_\_\_

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

State Bar of Texas



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

2009-2012 Chairwoman of the George W. Brackenridge Foundation (trustee not employee),  
119 Taylor St., San Antonio, TX 78205  
2002-2012 Attorney, self-employed, 310 W. Lynwood Avenue, San Antonio, TX 78212

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

None

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

None, except as a trustee on a foundation (the George W. Brackenridge Foundation) that has funded and/or pledged funding to KIPP San Antonio, IDEA Public Schools, Great Hearts Academies, and BASIS Schools.

10. List all previous experience with any charter school management company including dates, management company, address and position held:

None

11. 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:

Attorney License, State of Texas 1998-present

12. During the last 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?

☐ Yes ☒ No

If yes, give details:

N/A

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

☐ Yes ☒ 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

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

N/A

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

N/A

16. 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?

☐ Yes ☒ No

If so, give details:

N/A

17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt: N/A

Date of each bankruptcy judgment: N/A

Description of the circumstances surrounding each bankruptcy:

N/A

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

N/A

Dated and signed this 17th day of February, 2012  
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, Victoria Branton Rico (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 17th day of February, 2012.



(Notary Public)

(SEAL)

My commission expires 5/11/14



**Seventeenth Generation Open-Enrollment Charter Applicant Biographical Affidavit  
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

☒ Member of the governing body of the sponsoring entity

☐ Member of the governing body of the charter school

☐ School officer: \_\_\_\_\_ (State position as defined in TEC, §12.1012.)

Full Name of Sponsoring Entity BTX Schools, Inc.

Full Name of Proposed Charter School BASIS San Antonio

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) John S. Morton

2. Have you ever had your name changed or used another name? ☐ Yes ☒ No

If yes, give reason for the change: \_\_\_\_\_

Maiden name (if female): \_\_\_\_\_

Other names used at any time: \_\_\_\_\_

3. Current home address: 7309 E. Calle Alba Serena, Tucson, AZ 85750

If you are a member of the governing body of the sponsoring entity and the sponsoring entity is an out-of-state organization, do you reside within 50 miles of the geographic boundary of the proposed charter school?

☐ Yes ☒ No ☐ N/A (because I am not a member of the governing body of the sponsoring entity or the sponsoring entity is based in Texas)

4. Current home telephone number: 520-299-1338

5. Education: Dates, Names, Locations and Degrees

College: 1961-65, Miami University, Oxford, OH, BS

Graduate Studies: 1965-66, University of Illinois, Urbana, MA

Others: 1978-79, University of Chicago, Post-MA studies

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

Association of Private Enterprise Education  
Arizona Society of Economics Teachers

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

2001-05, Council for Economic Education (formerly National Council on Economic Education), 122 E. 42nd St., New York, NY, 10168, Vice President for Program Development  
2005-present, Arizona Council on Economic Education, 3260 N. Hayden Rd., Scottsdale, AZ 85750, Senior Program Officer

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

None

9. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters including dates, charter schools/charter holders, addresses and positions held:

1998-2003, BASIS Tucson, Tucson, AZ, member, board of directors  
2009-09, BASIC Scottsdale, Scottsdale, AZ, member, board of directors  
2009-present, BASIS Schools, Inc., member, board of directors, treasurer

10. List all previous experience with any charter school management company including dates, management company, address and position held:

None

11. 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



12. During the last 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?

☐ Yes ☒ 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 ☒ 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.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school?

☐ Yes ☒ No

If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (See definitions in Question 14 above.) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school?

☐ Yes ☒ No

If so, give details:

16. 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?

☐ Yes ☒ No

If so, give details:



17. Have you ever been adjudged bankrupt? ☐ Yes ☒ No If so, please provide the following information.

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

☐ Yes ☒ No

If so, give details:

Dated and signed this 22 day of February, 2012.  
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.

John S Morton  
(Signature of Affiant)

VERIFICATION

State of AZ

County of Pima

On this day, John Morton (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.

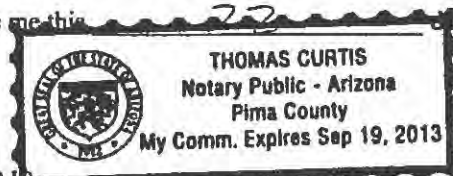
Subscribed and sworn to before me this

22

day of

February

, 2012.



(SEAL)

[Signature]  
(Notary Public)

My commission expires 09/2013

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

BTX Schools, Inc.  
File Number: 801536270

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate 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: 01/17/2012

Effective: 01/17/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

AMENDED AND RESTATED  
CERTIFICATE OF FORMATION  
OF  
BTX SCHOOLS, INC.

February 22, 2012

BTX Schools, Inc., a Texas non-profit corporation (the "*Corporation*"), pursuant to the provisions of Section 3.059 and 3.061 of the Texas Business Organization Code (the "*TBOC*"), hereby adopts this Amended and Restated Certificate of Formation (the "*Restated Certificate*") which accurately states the text of the Corporation's certificate of formation filed with the Texas Secretary of State on January 17, 2012 and all amendments, corrections or restatements thereto (including any statements of resolutions) that are in effect to date (collectively, the "*Certificate of Formation*") and as further amended by this Restated Certificate as hereinafter set forth and which contains no other change in any provision thereof.

ARTICLE ONE

The Certificate of Formation is amended by the Restated Certificate as follows (the "*Amendments*"):

- ARTICLES I, III, and VI through XII are amended in their entirety and restated as provided in ARTICLES VI through XII of the Restated Certificate; and
- ARTICLE XIII is deleted.

ARTICLE TWO

The Amendments have been made in conformity with the provisions of the TBOC and the governing documents of the Corporation.

ARTICLE THREE

Upon the issuance of the Restated Certificate by the Texas Secretary of State, the Certificate of Formation shall be superseded and the Restated Certificate shall be deemed to be the Corporation's certificate of formation.

ARTICLE FOUR

This Restated Certificate shall be effective upon filing.

\*

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**AMENDED AND RESTATED  
CERTIFICATE OF FORMATION  
OF  
BTX SCHOOLS, INC.**

**ARTICLE 1**

**NAME**

The name of the corporation is "BTX Schools, Inc." (hereafter called the "Corporation").

**ARTICLE 2**

**NON-PROFIT CORPORATION**

The Corporation is a non-profit corporation.

**ARTICLE 3**

**PERPETUAL DURATION**

The period of the Corporation's duration is perpetual.

**ARTICLE 4**

**PURPOSES**

4.1. General Support of the Educational Purposes of the San Antonio Area Foundation. The Corporation is organized and shall be operated exclusively to perform the functions of, to carry out and to support the educational, charitable and literary purposes of the San Antonio Area Foundation, a Texas non-profit charitable corporation. The San Antonio Area Foundation is a "community trust" described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.170A-9(f)(10) and (11). The Internal Revenue Code of 1986, as amended and corresponding provisions of subsequently enacted federal tax laws are referred to as the "Code" throughout this Amended and Restated Certificate of Formation ("Restated Certificate").

4.2. Specific Educational Programs and Purposes of the School. The Corporation shall organize and operate public charter schools under Texas law and conduct other educational activities and programs related or incidental to the operation of charter schools that support and facilitate the charitable goals of the San Antonio Area Foundation for the areas served by the San Antonio Area Foundation to elevate educational standards, reduce the student "drop-out" rate, increase the number of students who graduate from high schools, and increase the number of high school graduates who are prepared to enter college.

4.3. Area Served. The Corporation shall serve the San Antonio metropolitan and Bexar County, Texas areas and any other area in Texas that may be designated by the San Antonio Area Foundation as an area to be served by the Corporation.

## ARTICLE 5

### MEMBERSHIP

The Corporation shall have two voting Members. The San Antonio Area Foundation and BASIS School, Inc., an Arizona non-profit educational corporation, shall be the Members. Both Members shall have the exclusive right to elect the members of the Corporation's Board of Directors as provided in Article 10. The Corporation shall not issue capital stock. The Corporation may have other non-voting members, including, but not limited to, the individuals who are directors of the Corporation and the Corporation's financial contributors, as determined from time to time by the Corporation's Bylaws. The rights and privileges of all members shall be determined by the Bylaws of the Corporation, but only the San Antonio Area Foundation and BASIS School, Inc. may elect the members of the Corporation's Board of Directors. The word "Member" when capitalized in this Certificate of Formation refers only to the San Antonio Area Foundation and/or BASIS School, Inc., and not to other non-voting members, if any, of the Corporation, to members of the Board of Directors, or to any committee of the Corporation.

## ARTICLE 6

### RESTRICTIONS

Provisions for the regulation of the internal affairs of the Corporation shall be determined and fixed by this Certificate of Formation and the Corporation's Bylaws adopted and amended from time to time: (i) by the Board of Directors of the Corporation with the prior approval, while it is a Member, of the San Antonio Area Foundation, or (ii) by the Board of Directors of the Corporation when and if the San Antonio Area Foundation is no longer a Member of the Corporation. The Corporation and its Board of Directors shall exercise all other powers conferred upon corporations formed under the Texas Business Organizations Code, provided, however, that:



6.1. Preservation of Section 501(c)(3) Exemption. The Corporation shall not possess or exercise any power of authority either expressly, by interpretation, or by operation of law that will prevent the Corporation at any time from qualifying, and continuing to qualify as an educational organization described in Section 170(b)(1)(A)(ii) of the Code and a corporation organized and operated exclusively for educational and charitable purposes as described in Section 501(c)(3) of the Code, nor shall it engage, directly or indirectly, in any activity which would cause the loss of such qualifications. No solicitation of contributions to the Corporation shall be made and no gift, bequest or devise to the Corporation shall be accepted upon any condition or limitation which may cause the Corporation to lose its exemption from federal income tax.

6.2. Educational Purpose Required. No part of the net assets or any part of the net earnings of the Corporation shall be used for purposes that are not described generally in Article 4 of this Certificate of Formation, and the Corporation shall not be operated for any purpose that is not described in Article 4 of this Certificate of Formation.

6.3. Private Inurement Prohibited. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder, member, officer, board member or individual, or substantial contributor to the Corporation except as reasonable compensation for services rendered or as a reasonable allowance for authorized expenditures incurred on behalf of the Corporation. No part of the assets or net earnings, current or accumulated, of the Corporation shall ever be distributed to or divided among any such person described in this Section 6.4 or inure, be used for, accrued to or benefit any such person or private individual.

6.4. Political Action Prohibited. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation and the Corporation shall not participate or intervene in any manner, or to any extent, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office, whether by publishing or distributing statements, or otherwise.

6.5. Nondiscrimination Requirement. The Corporation shall not practice or permit unlawful discrimination against students, faculty, or any other person on the basis of race, color, religion, sex, sexual preference, national origin, ethnic group, age, or disability.

## ARTICLE 7

### DISSOLUTION AND DISTRIBUTION

7.1. While the San Antonio Area Foundation Is a Member. Upon the dissolution or liquidation of the Corporation for any reason when the San Antonio Area Foundation is a Member of the Corporation, all of the Corporation's assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation



shall be distributed as follows in accordance with the provisions of Section 22.304 of the Texas Business Organizations Code:

- (A) property held by the Corporation on a condition requiring, return, transfer, or conveyance because of the winding up, or termination of the Corporation shall be returned, transferred, or conveyed in accordance with that requirement, and
- (B) all other Corporation property, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to the San Antonio Area Foundation if it is then exempt from federal income tax under Section 501(c)(3) of the Code to be used by the San Antonio Area Foundation exclusively for educational purposes. If the San Antonio Area Foundation is not then exempt from federal income tax under Section 501(c)(3) of the Code when the Corporation is dissolved or liquidated, the Corporation's remaining net assets, if any, shall be distributed by the Corporation's Board of Directors to one or more other organizations described in both Section 170(b)(1)(A)(i-vi) and Section 501(c)(3) of the Code to be used by the distributee(s) exclusively for educational purposes.

7.2. After the San Antonio Area Foundation Ceases to be a Member. Upon the dissolution or liquidation of the Corporation for any reason after the San Antonio Area Foundation ceases to be a Member of the Corporation, the Corporation's net assets, if any, remaining after the payment (or provision for payment) of all liabilities of the Corporation shall be distributed by the Corporation's Board of Directors as provided in Section 22.304 of the Texas Business Organizations Code to one or more organizations described in both Section 170(b)(1)(A)(i-vi) and Section 501(c)(3) of the Code to be used by the distributee(s) exclusively for educational purposes.

## ARTICLE 8

### REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of the Corporation is 350 North Saint Paul Street, Suite 2900, Dallas, Texas 75201, and the name of its registered agent at such address is CT Corporation System.

## ARTICLE 9

### DIRECTORS

The Corporation shall have two classes of Directors, i.e., Foundation Directors and Corporation Directors. Currently, the corporation has three directors, all of whom are Foundation Directors as described below. Their names and addresses are:

Victoria B. Rico  
119 Taylor Street  
San Antonio, Texas 78205

Nick Fleege  
11485 North 136<sup>th</sup> Street, Suite 109  
Scottsdale, Arizona 85259

John Morton  
11485 North 136<sup>th</sup> Street, Suite 109  
Scottsdale, Arizona 85259

The number of directors may be increased as provided in the Bylaws of the Corporation.

9.1. Foundation Directors. The San Antonio Area Foundation, acting through its President/Chief Executive Officer, shall elect a majority of the members of the Corporation's Board of Directors as long as the San Antonio Area Foundation is a Member of the Corporation, and these elected Directors shall be classified in the Bylaws of the Corporation as "Foundation Directors." The Bylaws shall provide procedures for the San Antonio Area Foundation to elect additional "Foundation Directors."

9.2. Corporation Directors. BASIS School, Inc. may elect a minority of the members of the Corporation's Board of Directors as provided in the Bylaws as long as the San Antonio Area Foundation is a Member of the Corporation, and these elected Directors shall be classified in the Bylaws as "Corporation Directors." When and if the San Antonio Area Foundation ceases to be a Member of the Corporation, BASIS School, Inc., shall elect all Directors of the Corporation as provided in the Bylaws as adopted or amended.

## ARTICLE 10

### PROVISIONS CONCERNING DIRECTORS

10.1. Limitation of Liability. The Directors of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the Director's

capacity as a Director except that this Article 10 shall not eliminate or limit the liability of a Director to the extent the Director is found liable for any of the following acts described in Section 7.001 of the Texas Business Organizations Code:

- (i) a breach of the Director's duty of loyalty to the Corporation;
- (ii) an act or omission not in good faith, that:
  - (A) constitutes a breach of duty of the Director to the Corporation; or
  - (B) involves intentional misconduct or a knowing violation of law;
- (iii) a transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the Director's duties; or
- (iv) an act or omission for which the liability of a Director is expressly provided by an applicable statute.

10.2. Indemnification. The Corporation shall indemnify its directors, school board members, committee members and officers, in all circumstances and to the maximum extent permitted by the laws of the State of Texas then in effect, against any costs or expenses including, without limitation, attorneys' fees, judgments, fines, penalties, taxes, interest, and amounts paid in settlement, actually incurred by reason of the fact that he or she is or was a director, school board member, committee member or officer of the Corporation, or is or was serving at the request of the Corporation as a director, school board member, officer, committee member or agent of another corporation, partnership, company, joint venture, trust or other entity or organization.

10.3. Private Property. The private property of the Board of Directors, school board members, committee members and officers of the Corporation shall be forever exempt from the debts, obligations and liabilities of the Corporation.

## ARTICLE 11

### ACTION BY DIRECTORS OR COMMITTEE WITHOUT A MEETING

Any action that may be taken at a meeting of the Board of Directors of the Corporation may be taken without a meeting as permitted by Section 6.202 of the Texas Business Organizations Code if a consent in writing which sets forth the action to be taken is signed by a majority of the Directors and the Directors who consent to the action constitute a sufficient number of the members of the Board of Directors as would be necessary to take that action at a meeting at which all of the Directors were present and voted. Any action that may be taken at a meeting of a committee of the

Corporation may be taken without a meeting if a consent in writing which sets forth the acts to be taken is signed by a majority of the committee members.

## ARTICLE 12

### AMENDMENTS OF CERTIFICATE OF FORMATION AND/OR BYLAWS

#### 12.1. While the San Antonio Area Foundation Is a Member.

(a) Certificate of Formation. As long as the San Antonio Area Foundation is a Member of the Corporation, this Certificate of Formation shall not be amended by the Board of Directors of the Corporation without the prior written approval of the San Antonio Area Foundation acting through its President/Chief Executive Officer. The Board of Directors of the Corporation may propose one or more amendment(s) to the Certificate of Formation at any properly called meeting of the Board, provided that notice of the proposed amendment(s) have been given to all members of the Board at least ten (10) days prior to the meeting. Alternatively, the Board of Directors may propose one or more amendment(s) to the Certificate of Formation by action taken as provided in Article 12 without a meeting of the Directors. Upon the affirmative vote of two thirds (2/3<sup>rds</sup>) of the Directors present (or by two thirds (2/3<sup>rds</sup>) of all members of the Board if the action is taken without a meeting), the Board may submit the proposed amendment(s) to the San Antonio Area Foundation for its consideration. If approved in writing by the President/Chief Executive Officer of the San Antonio Area Foundation, the proposed amendment(s) may become amendment(s) to this Certificate of Formation.


(b) Bylaws. As long as the San Antonio Area Foundation is a Member of the Corporation, the Bylaws shall not be amended by the Board of Directors of the Corporation without the prior written approval of the San Antonio Area Foundation, acting through its President/Chief Executive Officer. The Board of Directors of the Corporation shall propose amendment(s) to the Bylaws at any properly called meeting of the Board, provided that notice of the proposed amendment(s) have been given to all members of the Board at least ten (10) days prior to the meeting. Upon the affirmative vote of two thirds (2/3<sup>rds</sup>) of the Directors present, the Board may submit the proposed amendment(s) to the San Antonio Area Foundation for its consideration. If approved in writing by the President/Chief Executive Officer of the San Antonio Area Foundation, the proposed amendment(s) may become amendment(s) to the Bylaws.

(c) After the San Antonio Area Foundation Ceases to be a Member. After the San Antonio Area Foundation ceases to be a Member of the Corporation, the San Antonio Area Foundation shall no longer have the power to approve or disapprove amendment(s) to this Certificate of Formation or the Bylaws of the Corporation. Thereafter, this Certificate may be amended in accordance with the applicable provisions of Sections 22.105, 22.106, or 22.107 of the Texas Business Organizations Code, and the Bylaws of the Corporation may be amended in accordance with Section 22.102(c) of the Texas Business Organizations Code.



IN WITNESS WHEREOF, this Restated Certificate has been duly executed as of the date first set forth above.

BTX SCHOOLS, INC.

By:   
Name: Victoria B. Rico  
Title: Director

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 22 2003

SAN ANTONIO AREA FOUNDATION  
C/O WILLIAM M FISHER  
112 E PECAN STE 1100  
SAN ANTONIO, TX 78205-0000

Employer Identification Number:  
75-6065414

DLN:

17053164010002

Contact Person:

RONALD D BELL

ID# 31185

Contact Telephone Number:

(877) 829-5500

Addendum Applies:

No

Dear Applicant:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from federal income tax under section 501(a) of the Internal Revenue Code as organizations of the type described in section 501(c)(3).

Our records show that you were recognized as exempt from federal income tax under section 501(c)(3) of the Code. Your exemption letter remains in effect.

Based on information you supplied, we recognize your subordinates whose names appear on the list you submitted as exempt from federal income tax under section 501(c)(3) of the Code.

Additionally, we have classified the organizations that you operate, supervise, or control, and that are covered by your notification to us, as organizations that are not private foundations because they are organizations of the type described in section 509(a)(3) of the Code.

Donors may deduct contributions to your subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Your subordinates whose gross receipts each year are normally more than \$25,000 are each required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of their annual accounting period. If you prefer, you may file a group return for those subordinates that authorize you in writing to include them in that return. If you are required to file Form 990 for your own activities, you must file a separate return and may not be included on any group return that you file for your subordinates. The law imposes a penalty of \$20 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty imposed 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

Letter 2419 (DO/CG)

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SAN ANTONIO AREA FOUNDATION

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 your subordinates should make sure their returns are complete before filing them. Please advise your subordinates that, if they receive a Form 990 package in the mail, they should file the return even if their gross receipts do not exceed the \$25,000 minimum. If not required to file, a subordinate should simply attach the label provided, check the box in the heading to indicate that its annual gross receipts are normally \$25,000 or less and sign the return. This will allow us to update our records to show that the subordinate is not required to file and to delete that subordinate from the list of organizations that will receive Form 990 packages in future years.

Your subordinates are required to make their annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You and your subordinates are also required to make available for public inspection your group exemption application, any supporting documents and this exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Your subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. Each organization subject to this tax must file Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

As of January 1, 1984, each of your subordinates is liable for social security taxes under the Federal Insurance Contributions Act on remuneration of \$100 or more they pay to each of their employees during a calendar year. Your subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates;
2. A list showing the names, mailing addresses (including Postal ZIP codes), actual addresses if different, and employer identification numbers of subordinates that, since your previous report:
  - a. Changed names or address;
  - b. Were deleted from your roster; or

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SAN ANTONIO AREA FOUNDATION

- c. Were added to your roster.
3. For subordinates to be added, attach:
- a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
  - b. A statement that each has given you written authorization to add its name to the roster;
  - c. A list of those to which the Service previously issued exemption rulings or determination letters;
  - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3);
  - e. The street address of each subordinate whose mailing address is a P.O. Box; and
  - f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587, for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230. This is the same information required by Schedule B, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
4. If applicable, a statement that your group exemption roster did not change since your previous report.
- Please mail the information requested in this letter to the following address:

Internal Revenue Service  
Ogden UT 84201

Your Group Exemption Number is 3910. Your subordinates are required to include this number on each Form 990, Return of Organization Exempt From Income Tax, and Form 990-T, Exempt Organization Business Income Tax Return, that they file. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

If the heading of this letter indicates that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about the exempt status and foundation status of your subordinates, you should keep it for your records.

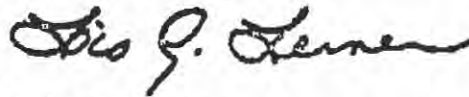
We have sent a copy of this letter to your representative as indicated in your power of attorney.

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SAN ANTONIO AREA FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner  
Director, Exempt Organizations

Letter 2419 (DO/CG)

## BTX SCHOOLS, INC.

February 22, 2012

Mr. Dennis E. Noll, President  
San Antonio Area Foundation  
Broadway, Suite 230  
San Antonio, TX 78205

Dear Mr. Noll:

Pursuant to instructions from the Board of Directors of BTX Schools, Inc. ("Corporation"), I request that the San Antonio Area Foundation update the Internal Revenue Service as soon as possible with the information specified by Revenue Procedure 80-27 and IRS Publication No. 4573 that Corporation has been included in the list of the Foundation's subordinates as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code as provided in the Foundation's January 22, 2003 group exemption letter from the Internal Revenue Service.

If the San Antonio Area Foundation grants the request that Corporation be included in the list of the Foundation's supporting organizations, the Corporation plans to file its own Form 990 and does not wish to be included in the Form 990 group return that the San Antonio Area Foundation files for certain organizations covered by its group exemption letter.

Thank you for your attention to these requests.

Sincerely yours,



Victoria B. Rico, Director  
BASIS Corporation of San Antonio



## ACCEPTANCE OF BTX SCHOOLS, INC. AS A SUPPORTING ORGANIZATION OF THE SAN ANTONIO AREA FOUNDATION

### 1.

#### GENERAL INFORMATION

1.1 Description of Organization. BTX Schools, Inc. is a Texas nonprofit corporation, hereafter referred to as "Corporation." It was incorporated on January 12, 2012 and its Certificate of Formation was amended and restated on February 22, 2012. Its tax identification number is 45-4269957.

1.2 Purposes of Corporation. Section 4.2 of Corporation's Certificate of Formation states that it shall organize and operate public charter schools in Bexar County, Texas, under Texas law and conduct other educational activities and programs related or incidental to the operation of charter schools that support and facilitate the charitable goals of the San Antonio Area Foundation (the "Foundation") to elevate educational standards in Bexar County, reduce the student "drop-out" rate, increase the number of students in Bexar County who graduate from high schools, and increase the number of high school graduates in Bexar County who are prepared to enter college.

1.3 Corporation Supports the San Antonio Area Foundation. The operations of Corporation supplement, increase, and support the existing and extensive scholarship and other educational programs of the Foundation and other programs now emphasized by the Foundation to improve educational standards and reduce the rate of school dropouts in Bexar County.



1.4 Corporation's Corporate Structure. Corporation's Certificate of Formation states in Article 4 that the Foundation shall be one of Corporation's two voting Members. Section 9.1 of Corporation's Certificate of Formation provides that a majority of Corporation's Board of Directors shall be appointed by the Foundation, acting through the Foundation's President, as long as the Foundation is a Member of Corporation. A majority of the Board of Directors of Corporation has been elected by the Foundation and now serves in that capacity.

1.5 Tax Years. The tax years of Corporation and the Foundation are both calendar years ending on December 31.

1.6 Supporting Organization's Request. The Board of Directors of Corporation has authorized Victoria Rico, a director of Corporation to request that the Foundation provide for Corporation's 501(c)(3) federal income tax exemption under § 501(c)(3) of the Internal Revenue Code ("Code") as provided in Revenue Procedure 80-27 because Corporation is a subordinate of the Foundation and is operated, supervised, or controlled by the Foundation.

1.7 Authority to Accept Supporting Organization. On May 10, 2011, the Board of Directors of the Foundation authorized the President of the Foundation "to accept new organizations that will be Supporting Organizations of the [Foundation] with such modifications of the [Supporting] Organization's Certificate of Formation, Bylaws, and other organizational documents as the President considers necessary or advisable, or to reject the organization as a Supporting Organization of the [Foundation]." On February 22, 2012, Victoria B. Rico, a



director of Corporation, submitted the request described in Section 1.6 above to the Foundation in writing.

2.

**DETERMINATION OF FACTS BY THE PRESIDENT  
OF THE SAN ANTONIO AREA FOUNDATION**

Acting in my capacity as President/Chief Executive Officer of the Foundation, I have reviewed the Certificate of Formation and Bylaws of Corporation and the programs which Corporation intends to conduct in the future. I have determined that:

2.1 Foundation's Tax Exemption. The Foundation is exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code ("Code"). The Foundation is described in § 509(a)(1) of the Code and is not a private foundation.

2.2 Foundation's Group Exemption Determination Letter. The Foundation has applied to the Internal Revenue Service for and received a January 22, 2003 ruling or determination letter from the Internal Revenue Service pursuant to Revenue Procedure 80-27, 1980-1 C.B. 677 that the Foundation is a central organization recognizing on a group basis the exemption under § 501(c)(3) of the Code of subordinate organizations on whose behalf the Foundation has applied for recognition of exemption in accordance with Revenue Procedure 80-27.

2.3 Corporation Support of and Control by Foundation. Corporation is organized and is now operated exclusively to perform functions of, and to carry out the purposes of the

Foundation. Corporation is affiliated with the Foundation and is operated, supervised, or controlled by the Foundation. Corporation is operated, supervised, or controlled by the Foundation within the meaning of Treas. Reg. § 1.509(a)-4(g) because the Foundation may exercise a substantial degree of direction and control over Corporation's policies, programs, and activities. The programs of Corporation will carry out and support general and specific charitable and educational purposes and programs of the Foundation.

2.4 Corporation's Independence from Disqualified Persons. Corporation is not controlled, directly or indirectly, by one or more disqualified persons (as described in § 4946 of the Code) other than its Foundation managers.

2.5 Same Tax Years. Corporation and the Foundation both have the same calendar year accounting period and the same tax year.

2.6 Public Charity Status. Corporation is a Type I supporting organization of the Foundation described in § 509(a)(3) of the Code and is not a private foundation. Corporation also qualifies for public charity status on the independent basis that it is a school described in Section 170(b)(1)(A)(ii) of the Code.

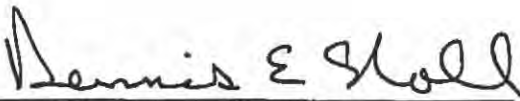
2.7 Authorization for Group Exemption. Corporation has authorized the Foundation to include it in the Foundation's group exemption letter. Less than 15 months have elapsed since Corporation was formed.

3.

**ACTION BY SAN ANTONIO AREA FOUNDATION**

3.1 Acceptance of Corporation as a § 501(c)(3) Supporting Organization. As President/Chief Executive Officer of the San Antonio Area Foundation, I exercise the authority delegated to me by the Board of Directors of the Foundation as described in Section 1.7 above and accept Corporation as a supporting organization of the Foundation without any modification of Corporation's Certificate of Formation, Bylaws, or other organizational documents. Under the group exemption determination letter described in Section 2.2 above, the Foundation hereby recognizes Corporation as a § 501(c)(3) subordinate organization of the Foundation.

3.2 Information Reported to Internal Revenue Service. The staff and/or tax counsel of the Foundation is hereby authorized and directed to submit information required by Section 5.03 of Revenue Procedure 80-27 to the Internal Revenue Service at its central location, the Internal Revenue Service Center in Ogden, Utah, to include Corporation in the Foundation's group exemption letter.

  
Dennis E. Noll, President/CEO  
San Antonio Area Foundation

Attachment F

FILED  
in the Office of the  
Secretary of State of Texas

JAN 17 2012

Corporations Section

**CERTIFICATE OF FORMATION  
OF  
BTX SCHOOLS, INC.**

The undersigned natural person, of the age of eighteen (18) years or more, acting as organizer of a Corporation under the Texas Business Organizations Code, adopts the following Certificate of Formation.

**ARTICLE I - NAME**

The name of the Corporation is BTX Schools, Inc.

**ARTICLE II - TYPE OF ENTITY**

The filing entity being formed is a nonprofit corporation.

**ARTICLE III - PURPOSE**

The Corporation is formed to operate exclusively for charitable, scientific and educational purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and to conduct any and all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Texas, as amended from time to time, including distributions to organizations that qualify as exempt under Section 501(c)(3) of the Code. The specific purpose for which the Corporation is formed is to organize and operate public charter schools within the State of Texas and under Texas law, to conduct other educational or similar activities and all acts incidental thereto. Regardless of other provisions of this Certificate of Formation, the Corporation shall not carry on any activities not permitted for a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or for a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

No substantial part of the Corporation's activities shall be to carry on propaganda or attempt to influence legislation, nor shall the Corporation participate in any political campaign for any candidate for public office, including the publishing or distribution of statements.

The Corporation shall not be for profit or pecuniary gain and shall have no capital stock or shares; and no part of any earnings of the Corporation shall inure to the benefit of, or be distributable to, any officer or director of the Corporation, any private individual or be appropriated for any purposes other than the purposes of the Corporation as set forth herein; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation set forth herein.

#### ARTICLE IV – DURATION

The duration of the Corporation shall be perpetual.

#### ARTICLE V – REGISTERED AGENT

The business address of the registered office of the Corporation is 350 North Saint Paul Street, Suite 2900, Dallas, Texas 75201 and the name of its registered agent at such address is CT Corporation System.

#### ARTICLE VI – ORGANIZER

The name and street address of the organizer is Nick Fleege, 11485 North 136<sup>th</sup> Street, Suite 109, Scottsdale, Arizona 85259.

#### ARTICLE VII – DIRECTORS

The number of directors of the Corporation, which shall constitute its Board of Directors and the governing body of the Corporation, shall be fixed by or as provided in the Bylaws of the Corporation. Until changed by or as provided in the Bylaws, the number of directors shall be no fewer than three and no more than five. The current Directors are:

Victoria B. Rico, 119 Taylor Street, San Antonio, Texas 78205;  
Nick Fleege, 11485 North 136<sup>th</sup> Street, Suite 109, Scottsdale, Arizona 85259; and  
John Morton, 11485 North 136<sup>th</sup> Street, Suite 109, Scottsdale, Arizona 85259.

#### ARTICLE VIII – MEMBER

The Corporation shall have one member. The name and address of the member are: BASIS School, Inc., an Arizona nonprofit corporation (the "Member"), 11485 North 136<sup>th</sup> Street, Suite 109, Scottsdale, Arizona 85259. The Member shall have those rights and authority described in the Corporation's Bylaws.

#### ARTICLE IX – DISSOLUTION

All money and other assets owned or controlled by the Corporation, wherever derived, shall be devoted for use in performing the charitable and educational functions of the Corporation solely through the furthering of the primary purposes of the Corporation.

Except as otherwise required by applicable state or federal law, 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 its assets exclusively for the purposes of the Corporation in such manner, or to such organizations organized and operated exclusively for charitable, educational or scientific



purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding section of any future federal tax code), as the Board of Directors shall determine.

#### **ARTICLE X – PRIVATE PROPERTY**

The private property of the Directors, school board members, committee members and officers of the Corporation shall be forever exempt from the debts, obligations and liabilities of the Corporation.

#### **ARTICLE XI – INDEMNIFICATION**

The Corporation shall indemnify its directors, school board members, committee members and officers, in all circumstances and to the maximum extent permitted by the laws of the State of Texas then in effect, against any costs or expenses, including, without limitation, attorneys' fees, judgments, fines, penalties, taxes, interest, and amounts paid in settlement, actually incurred by reason of the fact that he or she is or was a Director, school board member, committee member or officer of the Corporation, or is or was serving at the request of the Corporation as a director, school board member, officer, committee member or agent of another corporation, partnership, company, joint venture, trust or other entity or organization.

#### **ARTICLE XII – DISCRIMINATION PROHIBITED**

In rendering its functions and in exercising its purposes, the Corporation shall not practice or permit unlawful discrimination on the basis of race, color, religion, sex, national origin, age or disability.

#### **ARTICLE XIII – AMENDMENT**

This Certificate of Formation may not be amended or restated without the written approval of the Member. The Member is hereby expressly permitted to propose restatement or amendment to this Certificate of Formation, and, if so proposed, and after 10 days' prior written notice of such proposed amendment to each of the Member's board of directors and the Corporation's Board of Directors, the Member may adopt such restatement or amendment by majority vote of the Member's board of directors at a duly-called meeting of the Member's board of directors. The Corporation's Board of Directors may recommend restatement or amendment of this Certificate of Formation to the Member. In such case, the Member's board of directors shall approve, modify or reject such recommendation by majority vote of the Member's board of directors. Notwithstanding the foregoing, this Certificate of Formation may not be amended or restated so as to cause a determination that the Corporation is no longer an organization qualifying under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, without the unanimous vote of the board of directors of the Member.



This Certificate shall be effective on the date filed with the Secretary of State of Texas.

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Dated: 1/16/12

Organizer:

By: 

Nick Fleege

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

BTX Schools, Inc.  
File Number: 801536270

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate 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: 01/17/2012

Effective: 01/17/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

# **BYLAWS OF BTX SCHOOLS, INC.**

## **ARTICLE I NAME**

**Section 1.1. Name.** The name of the Corporation is BTX Schools, Inc.

**Section 1.2. Offices.** The Corporation's principal office, known place of business and place where its records shall be kept is 350 North Saint Paul Street, Suite 2900, Dallas, Texas 78205. The Corporation may change its principal office, or adopt other and additional offices as the Board of Directors may designate from time to time.

## **ARTICLE II PURPOSE**

**Section 2.1. General Purpose.** The Corporation is formed to operate exclusively for charitable, scientific and educational purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and to conduct any and all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Texas (the "State"), as amended from time to time, including distributions to organizations that qualify as exempt under Section 501(c)(3) of the Code. Regardless of other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted for a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or for a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code. No substantial part of the Corporation's activities shall be to carry on propaganda or attempt to influence legislation, nor shall the Corporation participate in any political campaign for any candidate for public office, including the publishing or distribution of statements. The Corporation shall not be for profit or pecuniary gain and shall have no capital stock or shares; and no part of any earnings of the Corporation shall inure to the benefit of, or be distributable to, any officer or director of the Corporation, any private individual or be appropriated for any purposes other than the purposes of the Corporation as set forth herein; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation set forth herein.

**Section 2.2. Specific Purpose.** The Corporation will establish, develop, market and operate one or more charter schools pursuant to Title 2, Subtitle C, Chapter 12 of the Texas Revised Statutes, or the corresponding provisions of any future State law, and will conduct other educational or similar activities and all acts incidental thereto.

## **ARTICLE III MEMBER**

**Section 3.1. Member.** The Corporation shall have one member (the "Member"). The Member shall be BASIS School, Inc., an Arizona nonprofit corporation. The Member shall have all the authority set forth in the Certificate of Formation, these Bylaws and State law. Membership in this Corporation may be assigned or transferred by BASIS School, Inc. to any person or entity with the approval of a majority of the Board of Directors of the Corporation.

**Section 3.2. Interest.** Membership interests in the Corporation do not represent an economic or proprietary interest, directly or indirectly, in the assets or the profits of the Corporation.

Section 3.3. **Dues; Fees.** The Member shall not be required to pay any dues or fees to the Corporation.

#### **ARTICLE IV MEMBER MEETINGS**

Section 4.1. **Annual Meeting.** The Member shall hold an annual meeting on the third Tuesday in May of each calendar year, unless: (i) such date falls on a holiday observed by the federal government or the State, in which event, the meeting shall be held on the next succeeding Tuesday; or (ii) another date is designated by the Member and notice is properly given. The Member may hold regular or special meetings, within or outside the State, as prescribed by the Member's Articles of Incorporation or Bylaws.

Section 4.2. **Authority.** The Member shall have all of the duties and powers required or permitted by applicable law and, in addition, but without limitation, the rights set forth in these Bylaws. Further, any decisions of the Board that, in the reasonable opinion of the Member materially or adversely affect the delivery or quality of the educational programs provided by the Corporation shall be null and void unless ratified by the Member prior to implementation by the Board.

#### **ARTICLE V BOARD OF DIRECTORS**

Section 5.1. **Name.** The Board of Directors of the Corporation shall be publicly known and described as the "Board of Directors," and any individual serving on the Board of Directors shall be referred to as a "Director." For ease of reference in these Bylaws, the Board of Directors shall be referred to as the "Board."

Section 5.2. **General Powers.** The Board shall have all of the duties and powers required or permitted by applicable law. Subject to the rights of the Member, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board.

Section 5.3. **Number of Directors.** The number of Directors shall be an odd number of no less than three nor more than seven, provided that said number may be changed by an amendment to these Bylaws, duly adopted by the Board, subject always to any restrictions of law as to the number of Directors.

Section 5.4. **Selection and Election of Directors.**

5.4.1. **Initial Directors.** The initial Directors shall be those Directors set forth in the Corporation's Certificate of Formation. Such initial Directors qualify under and comply with applicable States laws. With due consideration of State law, all other initial Directors may be selected and elected as provided herein from interested, qualified individuals residing within or outside of the State.

5.4.2. **Selection of Directors.** As vacancies on the Board occur over time, whether by reason of an increase in the number of Directors, to comply with State law, or a Director dies, becomes incapacitated, resigns, is disqualified, is removed from office or otherwise vacates his or her office, such vacancy shall be filled as follows:

...  
...



**5.4.3.1 Procedure.** For each Board vacancy, the Member shall submit to the Board a list of three candidates selected by the Member, along with such individuals' qualifications and any other information related to such individuals reasonably requested by the Board. After due inquiry and deliberation, which may, at the Board's discretion, include personally interviewing such candidates, the Board shall fill such Board vacancy from qualified individuals on the list provided by the Member by majority vote of the Board. All Directors shall meet the State's statutory requirements for Directors.

**Section 5.5. Term of Office.** Each Director shall hold office for a period of three years from the date he or she is appointed and qualified, or until his or her prior death, incapacitation, resignation, replacement or removal. Directors may serve multiple consecutive terms without restriction as to the number of terms permitted.

**Section 5.6. Director Qualifications.** Directors must meet the requirements of State law and must be more than 20 years of age. Each Director must pass a background check, or other regulatory inquiries, as required by State law, federal law or other governmental agencies having proper regulatory authority over the affairs of the Corporation or its activities, as amended from time to time, which will include as a minimum, a law-enforcement background investigation showing that there exists no criminal record which could adversely affect the Corporation or its operations. Directors must, in the opinion of the Member and the Board, possess experience and qualifications that further the Board's commitment to the educational and operational purposes of the Corporation.

**Section 5.7. Board Officers.** The officers of the Board shall comprise a Chair of the Board, Secretary of the Board and Treasurer of the Board. The Chair of the Board shall be appointed by the Member in its discretion and the Secretary of the Board and Treasurer of the Board shall be elected by majority vote of the Board; provided, however, that on and after the first full year of charter-school operations, Directors nominated and elected for such offices shall have been Directors for a minimum period of six months prior to holding such office; provided, however, that if there are not three Directors that qualify under this provision, the Board may, by majority vote, opt to avoid this six-month requirement and elect officers that have not been Directors for a minimum period of six months. Although Directors shall hold the office of Director for three-year terms, Directors elected as officers of the Board shall serve as officers for a period of one year; provided, however, if so elected, any Director may serve as an officer of the Board for multiple terms without restriction as to the number of terms permitted.

**Section 5.8. Director Deadlock.** In the event of a voting deadlock of the Board, the Board shall, within five business days after the deadlock vote, submit the action under consideration, in writing, to the Member. The Member shall decide such action under consideration, in its discretion, and deliver its written decision to the Board within 15 days. The Member's decision shall be binding on the Board and each Director.

**Section 5.9. Vacancies.** Any vacancy on the Board occurring by reason of an increase in the number of Directors, or in the event any Director dies, becomes incapacitated, resigns, is disqualified or removed from office, or otherwise vacates his or her office, such vacancy shall be filled by appointment as specified in Section 5.4 of this Article V. For any Director leaving office due to death, lack of capacity, resignation, disqualification, removal or otherwise, only the unexpired portion of such Director's term of office shall be filled in the manner specified in this Section 5.9.

**Section 5.10. Resignation.** Any Director may resign at any time by giving 30 days prior written notice to the Secretary of the Board, although the Board may waive the 30-day period for good cause. Unless a longer period is specified in such written notice or the Board waives the 30-day period for good cause, such resignation shall take effect 30 days after the Board's receipt of such notice, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5.11. **Removal.** Any Director may be removed from the Board by the affirmative vote of two-thirds of the Directors entitled to vote who are present at a regular meeting or a special meeting convened for that purpose. For Directors under consideration for removal by the Board, the Director under consideration for removal must abstain from voting due to the inherent conflict of interest and may not be used in calculating the two-thirds vote, but may be included when determining a quorum. The Member may remove a Director from the Board for good cause. "Good cause" includes, without limitation, if a Director's decisions on behalf of the Corporation, in the reasonable opinion of the Member, materially or adversely affect the delivery or quality of the educational programs provided by the Corporation. Any Director who is absent from more than 40 percent of Board meetings within any 12-month period may be removed automatically, unless the Board or the Member affirmatively determines, in writing, to retain such Director.

Section 5.12. **Directors' Compensation.** No salary shall be paid to Directors for their services in their capacity as Directors. By resolution of the Board, however, a fixed reasonable sum of expenses of attendance, if any, may be allowed for attendance at regular or special meetings of the Board; provided, however, nothing herein contained shall be construed or interpreted to prevent any person serving as a Director from also serving as an officer, employee or independent contractor of the Corporation and receiving a salary or other compensation in such capacity.

Section 5.13. **Full Time Services Not Required.** Nothing in these Bylaws shall be deemed to require that a Director spend his or her full time or any specific amount of time managing the Corporation's business; however, any Director shall generally be available for Board meetings and for reasonable periods of time to fulfill his or her obligation as a Director.

Section 5.14. **Contracts.** No contract or other transaction between the Corporation and any other individual or entity shall be impaired, affected or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors may be interested in any such other entity or may serve as a director, Director, officer or employee of any such other entity; provided that, notwithstanding the presence of any interested Director at the meeting at which such action is taken, the Board authorizes, approves or ratifies such contract or transaction by majority vote (not counting the vote of any interested Director) after the interested Director fully discloses to the Board, in writing, his or her interests or involvements with such other entities and other relevant material facts, including, without limitation, the nature of such Director's involvement with such other entities, such Director's ability to influence the action of such other entities and any tangible or intangible benefit or profit that may accrue to such Director as a result of any contract or transaction between the Corporation and such other entity. In addition, the Board must determine that the contract or transaction is fair and reasonable to the Corporation when it is authorized, approved or ratified in accordance with the Conflicts of Interest Policy (as defined in Section 5.15 of this Article V). Although the interested Director must abstain from voting on such matter due to the inherent conflict of interest and may not be counted when calculating a majority, he or she may be included when determining a quorum.

Section 5.15. **Conflicts of Interest.** The Board shall adopt a conflict of interest policy (the "Conflicts of Interest Policy") to be followed by the Directors in executing their duties. The Conflicts of Interest Policy must provide for the disclosure of any duality of interest or possible conflict of interest on the part of any Director and such duality of interest or possible conflict must be made a part of the record of the Corporation at the time the interest becomes a matter requiring Board action. The Conflicts of Interest Policy shall be provided to all Directors. In the event no formal Board Conflicts of Interest Policy is adopted, it shall be deemed that the Conflicts of Interest Policy of the Member shall constitute the Conflicts of Interest Policy of the Corporation. No Director having a duality of interest or possible conflict of interest for a particular issue shall vote or use his or her personal influence relating to such issue. The minutes of any meeting where



a conflict is present should reflect: (i) that a disclosure of the conflict was made; (ii) that the Director with the conflict abstained from discussion and voting on such matter; and (iii) any other relevant factors deemed necessary by the Board.

Section 5.16. **Committees.** The Board, by resolution, may, from time to time, designate from among the Directors an executive committee, and may also designate from among the Directors and nonmembers of the Board such other committees as the Board may deem desirable, each consisting of one or more Directors, with such powers and authority (to the extent permitted by law) as may be provided in such a resolution. No standing committee, advisory board, special or other committee shall have any general power or authority over any activity of the Corporation, or the school or schools it operates, but only such limited scope and power as specifically designated by the Board. All standing committees, advisory boards, special and other committees shall make recommendations and advise the Board on issues relevant to their respective directives. The Board shall consider such recommendation or advice, but shall have no obligation to implement any such recommendations nor accept any such advice. Each such committee, and committee members, shall serve at the pleasure of the Board.

5.16.1. **Standing and Special Committees.** The Board may, in its discretion, authorize and discharge such standing committees, special committees and advisory boards as it deems appropriate. The chairpersons and all members of standing committees and advisory boards shall be appointed by the Board. It shall be the responsibility of the chairpersons of standing committees and advisory boards to notify members of meetings; however, no quorum shall be required in order for a standing committee or advisory board to meet or to act. Chairpersons of standing committees and advisory boards shall appoint a member of their committee to be the committee secretary to take minutes of the discussions and decisions reached at each meeting of the committee or board. Special committees shall be limited to the accomplishment of the task for which they are established and shall have no power to act except as specifically conferred by the Board. Upon the completion of the task for which such committee is established, it shall be discharged.

5.16.1.1. **Advisory Committee.** The Board shall designate from among its Directors and the parents of students at each of its schools one standing committee for each school in operation; with each standing committee comprising at least one Director and no less than two nor more than five non-Director individuals that are parents of students at each school (provided that said numbers may be changed by resolution of the Board). Such standing committees shall be designated the "Advisory Committee" for the related school.

## **ARTICLE VI MEETINGS OF THE BOARD**

Section 6.1. **Regular Meetings of the Board.** At a minimum, the Board shall meet annually. Such annual meetings of the Board shall be held on the third Tuesday in May of each calendar year, unless: (i) such date falls on a holiday observed by the federal government or the State, in which event, the meeting shall be held on the next succeeding Tuesday; or (ii) another date is designated by the Board and notice is properly given. The purpose of the annual meetings shall be to: (i) elect Board officers; (ii) approve, authorize or ratify acts of the Board, management and/or school administration; and (iii) transact such other business as may properly come before the Board. Other or more frequent regular meetings of the Board may be established by action of the Board and, if established, shall be held and conducted in accordance with these Bylaws.

Section 6.2. **Special Meetings of the Board.** Special meetings of the Board may be called at any time by the Chair of the Board or the Member and shall be called by the Secretary of the Board at the combined written request of Directors comprising 50 percent or more of the Directors serving on the Board, or as otherwise required under the provisions of applicable law.

Section 6.3. **Place of Meetings.** All meetings of the Board shall be held at the place designated in the notice or waiver of notice of such a meeting or meetings and in compliance with applicable State law.

Section 6.4. **Notice of Meetings.** Written notice of any meeting of the Board, whether a regular or special meeting, stating the place, date and hour of the meeting shall be given to each Director not more than 45 days nor less than 24 hours before the date of the meeting. Such notice shall be delivered personally, by United States postal mail, overnight express mail, electronic mail or facsimile. Such notice shall be directed to each Director at his or her address, email address or facsimile number as it appears on the records of the Corporation. Notice is deemed to have been given: (i) upon the date that the notice is personally delivered, electronically mailed or transmitted by facsimile; (ii) one day after deposit in overnight, express mail; and (iii) three days after deposit in United States postal mail, properly addressed or transmitted. All meeting notices shall also be given to the Member in the same manner as notice is given to the Directors. Notice of an adjourned meeting need not be given if the date, time and place of the adjourned meeting are provided at the meeting at which the adjournment is taken and if the adjournment does not exceed 61 days.

Section 6.5. **Waiver of Notice.** Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when such attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director may waive notice of any meeting of the Board by executing a written waiver of notice either before, during or after the time of the meeting.

Section 6.6. **Presiding at Meetings.** At all meetings of the Board, the Chair of the Board shall preside. In the absence of the Chair, the Secretary shall preside. In the absence of the Chair and the Secretary, an alternate Director appointed in writing by the Chair, at or prior to the meeting, shall preside until the Chair returns.

Section 6.7. **Conduct of Meeting; Agenda.** When not in conflict with State law, the Certificate of Formation or these Bylaws, the proceedings of Board meetings shall be conducted in accordance with the latest edition of Roberts Rules of Order as modified in writing by the Board. The Chair of the Board, or his or her designee, shall prepare an agenda for each meeting. The Member shall have the right to require items to be placed on such meeting agendas. The meeting shall be conducted substantially in accordance with the agenda. The Director presiding over the meeting shall have the right to limit discussion on any particular item and the right to establish procedures and to provide time limits for any party wishing to speak on any particular item.

Section 6.8. **Quorum.** A simple majority of the Directors shall constitute a quorum at any meeting of the Board. Subject to contrary provisions of State law, a Director shall be deemed present at a meeting if the Director attends in person, telephonically or electronically, so long as all Directors can communicate adequately throughout the meeting and such communications are audible to the public attending the meeting. Business may be conducted once a quorum is present and may continue until adjournment of the meeting notwithstanding the withdrawal or temporary absence of Directors sufficient to reduce the number present to less than a quorum. If, however, the Directors present are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present, and provided further that the affirmative vote of a majority of the Directors then present is sufficient in all cases to adjourn a meeting.

Section 6.9. **Acts of the Board.** When a quorum is present at any meeting of the Board, the affirmative vote of a majority of the Directors present at the meeting shall be the act of the Board unless the question is one upon which, by express provision of State law, the Certificate of Formation or these Bylaws,

a different vote is required, in which case such express provision shall govern and control the decision of such question. Each Director is entitled to one vote and voting on all questions may be by voice vote, provided, however, that a roll call vote on any motion or resolution may be requested by any Director.

Section 6.10. **Meeting Minutes.** A written record of the resolutions of the Board reached at each meeting of the Board in the form of minutes shall be made, and shall, upon approval by the Board at a legally-convened meeting, be made a part of the records of the Corporation.

Section 6.11. **Open Meeting Law.** Upon full execution of the Corporation's charter contract by the Corporation and the chartering authority within the State, and for so long as the State's open meeting law applies to State charter schools, all deliberations and official actions of the Board shall take place at a meeting open to the public in compliance with State's open-meeting law, except in cases where, and to the extent, executive sessions are authorized by State law. Additionally, for so long as the State's open meeting law applies to charter schools, public notice of all meetings of the Board, and of all committees and advisory boards authorized by the Board, shall be given pursuant to and as required by the State's open meeting law and the meeting minutes required by Section 6.10 of this Article VI shall comply with the requirements set forth in the State's open meeting law.

## **ARTICLE VII CORPORATE OFFICERS**

Section 7.1. **Designation of Titles; Appointment.** The officers of the Corporation shall comprise a corporate President and a corporate Secretary, and may include one or more vice presidents, treasurers and such other officers as the Board may from time to time deem appropriate. All officers shall have the authority and shall perform the duties prescribed in these Bylaws or as subsequently prescribed, from time to time, by the Board. Any two or more offices may be held by the same person. All the officers of the Corporation shall be appointed by the Board at a regular or special meeting of the Board. Each officer shall serve at the pleasure of the Board and shall hold office until such time as the Board removes or replaces such officer, or until his or her death, incapacitation or resignation.

Section 7.2. **Dual Capacity Officers.** By resolution of the Board (which may be altered or rescinded by the Board at any time), the Board may combine the Board officers and corporate officers into dual-capacity positions. In such an event, the Chair of the Board shall also serve as the corporate President, the Secretary of the Board shall also serve as the corporate Secretary and so forth. If the Board resolves to use dual-capacity officers, all of the provisions of Article V shall apply to such dual-capacity officers and only Sections 7.7 and 7.8 of this Article VII shall apply to such dual-capacity officers.

Section 7.3. **Compensation.** The compensation of officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a Director. The salaries of officers or the rate by which salaries are fixed shall be set forth in the minutes of the meetings of the Board.

Section 7.4. **Resignation of Officers.** Any officer may resign at any time by giving 30 days prior written notice of such resignation to the corporate President or the Secretary of the Corporation. Unless otherwise specified in such written notice of resignation and such differing notice period is accepted by the Board, such resignation shall be effective 30 days after receipt of such notice by the corporate President or the Board, and the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the foregoing, the corporate President (unless he or she is the resigning officer) or the Board, in his, her or its discretion, may make such resignation effective at any time prior to the required 30 days.



Section 7.5. **Removal; Termination.** Any officer may be terminated and removed from office, with or without cause and with or without notice, at any time by majority vote of the Board.

Section 7.6. **Vacancies.** A vacancy in any office by reason of death, incapacitation, resignation, termination or any other cause whatsoever, may be immediately filled, at any time, by the Board at a regular or special meeting of the Board.

Section 7.7. **Duties of Officers.**

7.7.1. **Corporate President.** The corporate President shall be the chief executive officer of the Corporation, serving at the pleasure of the Board, and shall act as the operating and directing head of the Corporation, having general charge of the Corporation's business and supervision of its affairs. Subject to policies established by the Board, he or she shall sign all contracts and agreements requiring execution on behalf of the Corporation and required for the ordinary, day-to-day operations of the Corporation. The corporate President shall keep the Board fully informed as to the business and operations of the Corporation. In addition to the powers and duties elsewhere provided in these Bylaws, when duly authorized by the Board to do so, the corporate President shall sign all deeds, liens, guarantees, licenses and other instruments of a special nature. In the absence of the corporate Secretary, the corporate President may determine when to affix the corporate seal to any proper instrument and may attest by signature to all instruments duly authorized and requiring the same. The corporate President shall also have such other powers and duties as are expressly delegated to the corporate President, in writing, by the Board and shall see that all orders and resolutions of the Board are implemented.

7.7.2. **Vice President.** There shall be as many vice presidents as shall be determined by the Board from time to time, and they shall perform such duties as from time to time may be assigned to them by the Board or the corporate President. Such vice president(s), if any, shall familiarize themselves with the affairs of the Corporation and, as authorized by the Board, any one of the vice presidents shall have all the powers and perform all the duties of the corporate President in case of the temporary absence of the corporate President or in the case of his or her temporary inability to act. In case of the permanent absence or inability of the corporate President to act, the office shall be declared vacant by the Board and a successor chosen and appointed by the Board. The vice president(s) shall have such other powers and duties as are expressly delegated to them, in writing, by the Board.

7.7.3. **Corporate Secretary.** The corporate Secretary shall: see that the minutes of all meetings of the Board and of any standing committees are kept in the corporate records; be the custodian of the corporate seal and shall determine when to affix it to any proper instrument; give or cause to be given required notices of all meetings of the Board; have charge of all the books and records of the Corporation except the books of account; and in general perform all the duties incident to the office of the secretary of a corporation and such other duties as may be assigned by the corporate President or the Board. The corporate Secretary shall attest by signature to all instruments duly authorized and requiring the same. The corporate Secretary shall have such other powers and duties as are expressly delegated to him or her, in writing, by the Board.

7.7.4. **Corporate Treasurer.** The corporate Treasurer shall: have general custody of all the funds and securities of the Corporation, except such as may be required by law or agreement to be deposited with any State official, director or escrow officer; see to the deposit of the funds of the Corporation in such bank or banks as the Board may designate; maintain, or cause to be maintained, direct and supervise regular books of account; render financial statements to the corporate President and the Board at proper times; and direct and supervise the preparation and filing of such reports, audits, financial statements and returns as may

be required by law. He or she shall give to the Corporation such fidelity bond as may be required, and the premium therefor shall be paid by the Corporation as an operating expense. The corporate Treasurer shall have such other powers and duties as are expressly delegated to him or her, in writing, by the Board.

7.7.5. Assistant Secretaries; Assistant Treasurers. The Board may, from time to time, fix the number of assistant secretaries or assistant treasurers and determine their respective duties and functions.

Section 7.8. Fidelity Bonds. If required by the Board, any Director, officer, employee or agent of the Corporation shall execute to the Corporation a fidelity bond in such amount, and with such surety or sureties as the Board may direct, conditioned upon the very faithful performance of his or her duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his or her hands or control. The premium for any such fidelity bonds shall be paid by the Corporation as an operating expense.

## **ARTICLE VIII**

### **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Section 8.1. Non-Liability for Debts. The private property of the Directors and officers shall be exempt from execution or the liability of any debts of the Corporation and no Director or officer shall be liable or responsible for any debts or liabilities of the Corporation.

Section 8.2. Indemnification. To the maximum extent permitted by law, the Corporation shall hold harmless and indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that he or she is or was a Director, officer or committee member of the Corporation (collectively, the "Indemnitee") against any and all liability and expenses incurred by the Indemnitee in connection with any threatened or actual proceeding or legal action resulting from the Indemnitee's service to the Corporation or to another entity at the Corporation's written request.

8.2.1. Exclusions. Except insofar as permitted by law, the Corporation shall not indemnify any Indemnitee under this Article VIII in connection with: (i) a proceeding by or in the right of the Corporation in which the Indemnitee was adjudged liable to the Corporation by reason of such Indemnitee's gross negligence, bad faith or willful misconduct; (ii) any other proceeding charging the improper personal benefit to the Indemnitee, whether or not involving action in the Indemnitee's official capacity, in which the Indemnitee was adjudged liable on the basis that personal benefit was improperly received by the Indemnitee; or (iii) any circumstance where the indemnification would adversely affect the tax-exempt status of the Corporation, as determined by the Board in its sole discretion after consultation with legal counsel.

Section 8.3. Procedure. The Indemnitee shall notify the Corporation promptly of the threat or commencement of any proceeding or legal action with respect to which the Indemnitee intends to seek indemnification. The Corporation shall be entitled to assume the Indemnitee's defense with counsel reasonably satisfactory to the Indemnitee, unless the Indemnitee provides the Corporation with an opinion of counsel reasonably concluding that there may be a conflict of interest between the Indemnitee and the Corporation in the defense of the proceeding or legal action. If the Corporation assumes the defense, the Corporation shall not be liable to the Indemnitee for legal or other expenses subsequently incurred by the Indemnitee.

Section 8.4. **Expenses Advances.** The Corporation shall automatically advance expenses, including attorneys fees, incurred or to be incurred by the Indemnitee in defending a proceeding or legal action upon receipt of the following: (i) notice and reasonable proof of the expenses; (ii) a written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct for Directors prescribed in State law or that the proceeding involves conduct for which liability has been eliminated under a provision of the Corporation's Certificate of Formation pursuant to State law; and (iii) a written undertaking, executed personally or on the Indemnitee's behalf, to repay the advance if a final decision (after expiration or exhaustion of any appeal rights) is made that the Indemnitee is not entitled to be indemnified under this Article VIII.

Section 8.5. **Settlement of Claims.** The Corporation shall not be obligated to indemnify the Indemnitee for any amounts incurred in settlement if settlement is made without the Corporation's prior written consent. The Corporation shall not enter into any settlement that would impose any penalty or limitation on the Indemnitee without the Indemnitee's prior written consent. Neither the Corporation nor the Indemnitee shall unreasonably withhold consent to any proposed settlement.

Section 8.6. **Effect of Repeal.** In order that the Indemnitee may rely on the indemnification promised by this Article VIII, no repeal or amendment of this Article VIII shall reduce the right of the Indemnitee to payment of expenses or indemnification for acts of the Indemnitee taken before the date of such repeal or amendment.

## **ARTICLE IX CORPORATE SEAL**

Section 9.1. **Form of Seal.** The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board.

## **ARTICLE X BOOKS AND RECORDS**

Section 10.1. **Requirements; Compliance.** The Corporation shall keep and maintain correct and complete books and records of account as required by State law and any regulatory agency having proper jurisdiction over the affairs and activities of the Corporation, and shall also keep minutes of the proceedings of the Board and committees authorized by, or having any of the authority of, the Board, including, without limitation and for so long as the such law applies to charter schools, compliance in all respects with the public records retention and disposition laws of the State. All books and records of the Corporation may be inspected, for any proper purpose at any reasonable time, by: (i) the Member, its agents, attorneys or designees; (ii) any Director; (iii) the agent or attorney of such Director; and (iv) as otherwise required by State law.

## **ARTICLE XI DEPOSITS, CHECKS AND LOANS**

Section 11.1. **Depositories.** All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with State law.

Section 11.2. **Transactions.** All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board of Directors.



Section 11.3. **Loan Authority.** No loans or advances will be contracted on behalf of the Corporation, and no note or other evidence of indebtedness will be issued in its name, except as authorized by the Board.

## **ARTICLE XII FISCAL YEAR**

Section 12.1. **Designation.** The fiscal year of the Corporation shall begin on July 1 and end on June 30.

## **ARTICLE XIII PRIVATE INUREMENT**

Section 13.1. **Prohibition Against Private Inurement.** No Director, officer or employee of the Corporation, member of a committee of the Corporation, nor any other private individual shall: (i) receive any of the net earnings or pecuniary profit of the Corporation, except that the Corporation can pay reasonable compensation for services rendered; provided, however, that compensation shall not be paid if such payment would constitute an act of self-dealing or would result in the termination of the Corporation's tax exempt status under Section 501(c)(3) of the Code; or (ii) be entitled to share in the distribution of any of the corporate assets in the event of the Corporation's dissolution. All Directors shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the Corporation's affairs, whether voluntary or involuntary, all of the Corporation's assets remaining after all debts have been satisfied shall be distributed exclusively as permitted by applicable law.

## **ARTICLE XIV NONDISCRIMINATION STATEMENT**

Section 14.1. **Prohibition Against Discrimination.** The Corporation and all schools operated by the Corporation shall not discriminate on the basis of race, sex, age, national or ethnic origin or religion in the administration of its educational policies, admissions policies, athletic or other school-administered programs or employment policies.

## **ARTICLE XV AMENDMENTS TO BYLAWS**

Section 15.1. **Procedure.** The Board may repeal, alter, amend or restate these Bylaws, at any time, by a vote of two-thirds of the Directors at any regular meeting or at a special meeting called for that purpose. Notwithstanding the foregoing, no alteration, amendment or restatement of these Bylaws may: (i) violate State law; (ii) adversely affect the Corporation's nonprofit status; (iii) adversely affect the Corporation's tax-exempt status under Section 501(c)(3) of the Code; or (v) alter or adversely affect any rights of the Member without the Member's express written consent. Further, if such repeal, alteration, amendment or restatement would violate any agreement or obligation by which the Corporation is bound, such repeal, alteration, amendment or restatement may only be made upon the unanimous vote of all the Directors and any repeal, alteration, amendment or restatement that would violate the Certificate of Formation or purports to alter this Article XV may only be made upon the unanimous vote of all the Directors and the written consent of the Member.

## **CERTIFICATION OF ADOPTION**

I certify that I am the Secretary of the Board and I have been designated by the Board to act in that capacity. I also certify that the foregoing Bylaws have been adopted as the Bylaws of the Corporation by its Board at a duly-convened meeting of the Board on January 19, 2012, and that these Bylaws, as of the date of this certification, have not been repealed, altered, amended, restated or superseded, and remain in full force and effect.

DATED the 19th day of January 2012.

\_\_\_\_\_  
Secretary of the Board of BTX Schools, Inc., a Texas  
nonprofit corporation

**BYLAWS  
OF  
BTX SCHOOLS, INC.**

**ARTICLE 1  
NAME AND DEFINITIONS**

1.1 **Name.** The name of the corporation is BTX Schools, Inc. (the "Corporation").

1.2 **Definitions.** Throughout these Bylaws:

(a) **BASIS.** References to "BASIS" mean BASIS School, Inc., an Arizona nonprofit, public school that is exempt from federal income tax under Section 501(c)(3) of the Code. BASIS has developed the educational model to be used by Corporation.

(b) **Code.** References to Sections of the "Code" without any additional identification mean the Internal Revenue Code of 1986, as amended, and to corresponding provisions of subsequently enacted federal tax laws.

(c) **SAAF.** References to "SAAF" mean the San Antonio Area Foundation, a Texas nonprofit corporation. SAAF is a "community trust" described in Treasury Regulations Section 1.170A-9(f)(11) and (11) and is an organization that is exempt from federal income tax under Section 501(c)(3) of the Code. SAAF is not a private foundation because it is described in Section 509(a)(1) of the Code.

**ARTICLE 2  
OFFICE**

The principal business office of the Corporation shall be located at 350 North Saint Paul Street, Suite 2900, Dallas, TX 78205. The location of such principal office may be changed from time to time by the Directors of the Corporation.

**ARTICLE 3  
ACTIVITIES**

The Corporation's operations shall be confined to the purposes set forth in the Corporation's Certificate of Formation.

3.1 **Programs.** The Corporation shall support and carry out the educational and charitable purposes and perform selected educational and charitable functions of SAAF. Specifically, the Corporation will establish, develop, market and operate one or more charter schools pursuant to Title 2, Subtitle C, Chapter 12 of the Texas Revised Statutes, or the corresponding provisions of any future Texas law, and will conduct other educational or similar activities and all acts incident thereto.

3.2 Limitations. No portion of the funds, net earnings, or property of the Corporation shall inure to the benefit of any director, officer, or private individual, and no substantial part of the direct or indirect activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

3.3 Reports to the San Antonio Area Foundation. On or before the 15<sup>th</sup> day of March in the year following the first full year of operation, and on or before each March 15 thereafter, the Corporation shall submit a written report to the Board of Directors of SAAF which shall describe in detail all of the income and expenses of the Corporation, all of the assets and liabilities of the Corporation, and all of the grants made, if any, and all educational programs operated by the Corporation during the preceding calendar year.

## ARTICLE 4

### MEMBERS

4.1 Members. SAAF and BASIS shall be the only voting members of the Corporation unless and until SAAF's membership is terminated as provided in Section 4.2.

4.2 Termination of SAAF's Membership. SAAF's membership in the Corporation shall be reviewed by SAAF and by BASIS at least annually. Either organization may elect to terminate SAAF's membership in the Corporation at any time and for any reason as provided in this Section 4.2.

(a) SAAF's Termination of Its Membership. SAAF may elect to terminate its membership in the Corporation, and its termination of membership shall be effective six (6) months after written notice of the termination has been delivered by SAAF to the Chair of the Corporation unless BASIS determines as provided in Paragraph 4.2(b) that SAAF's membership should be terminated sooner.

(b) BASIS's Termination of SAAF's Membership. SAAF will terminate its membership in the Corporation at the time stated in a written termination notice by a majority of the members of the Board of Directors of BASIS which has been delivered to the Chair of SAAF.

(c) Termination Procedure. During the time before SAAF terminates its membership following the notice described in Paragraph 4.2(a) or 4.2(b), SAAF shall approve amendments to the Corporation's Certificate of Formation and Bylaws which have been proposed by a majority of the Corporation's Directors according to procedures described in Section 12.2, and such amendments shall be effective on the date SAAF terminates its membership in the Corporation. When and if SAAF terminates its membership in the Corporation, SAAF will notify the Internal Revenue Service that the Corporation is no longer a supporting organization of SAAF because it is not subject to SAAF's operation, supervision, or control and the Corporation no longer



fulfills the conditions set out in Section 7.02 of the Internal Revenue Service's Revenue Procedure 80-27.

**4.3 Non-Voting Members.** The Corporation's Board of Directors may provide for the admission of non-voting members. Non-voting members shall pay dues and fees, shall have the rights and privileges, and shall be subject to the duties and responsibilities determined from time to time by the Board of Directors.

**4.4 Annual Meeting.** The Members shall hold an annual meeting on the third Tuesday of May of each calendar year, unless: (i) such date falls on a holiday observed by the federal government or the State of Texas, in which event the meeting shall be held on the next succeeding Tuesday; or (ii) another date is designated by one of the Members and notice is properly given.

## **ARTICLE 5**

### **BOARD OF DIRECTORS**

**5.1 Governing Body.** The Board of Directors of the Corporation shall constitute its governing body and shall have such powers and authority conferred upon the Directors by Corporation's Certificate of Formation, Bylaws, and the general law of the State of Texas. Directors need not reside in Texas.

**5.2 Classes of Directors.** The Board of Directors of the Corporation shall consist of a class of directors called "Foundation Directors" and a class of directors called "Corporation Directors." As long as SAAF is a Member, all Foundation Directors shall be appointed by SAAF.

**5.3 Number of Total Directors and Number of Directors in Each Class.** The total number of Directors shall be an odd number of no less than three (3) nor more than seven (7). The number of Foundation Directors shall always be at least one more than the number of Corporation Directors. The number of Foundation Directors shall not exceed four (4), and the number of Corporation Directors shall therefore not exceed three (3).

#### **5.4 Foundation Directors.**

(a) **Appointment and Term of Service.** SAAF, acting through its Chair/Chief Executive Officer, shall appoint each Foundation Director and shall determine the term that each Foundation Director shall serve. All Foundation Directors shall serve rotating terms so that, to the greatest extent possible, at least one third (1/3<sup>rd</sup>) of the Foundation Directors' terms, as set by SAAF, shall expire at the end of each calendar year. Each Foundation Director whose term has expired shall continue to serve as a Foundation Director until his or her successor has been appointed by SAAF and assumes the duties of a Foundation Director.

(b) **Length and Number of Terms.** Foundation Directors may serve unlimited consecutive or non-consecutive terms, each of which shall be for three years.

(c) Qualifications for Appointment. Foundation directors shall be more than twenty years of age and must pass a background check or other regulatory inquiries required by Texas law, federal law, or by governmental agencies having proper regulatory authority over the affairs of the Corporation or its activities. At a minimum, this shall include a law-enforcement background investigation showing that there exists no criminal record that could adversely affect the Corporation or its operations. Foundation Directors shall be informed about the educational purposes and programs of the Corporation, SAAF's educational and related charitable programs, and the general educational needs of the area served by SAAF. SAAF shall not appoint any individual to serve as a Foundation Director who would be a "disqualified person" as defined in Paragraph 5.4(d) with respect to the Corporation if the Corporation were a private foundation, and no such "disqualified person" shall participate in SAAF's appointment of Foundation Directors. No person who is a Corporation Director shall serve simultaneously as a Foundation Director.

(d) Definitions of Terms Used in Paragraph 5.4(c).

(i) Disqualified Person. The term "disqualified person" shall have the same meaning as used in Section 4946(a) of the Code.

(ii) Private Foundation. The term "private foundation" shall have the same meaning as used in Section 509(a) of the Code.

**5.5** Corporation Directors. BASIS, acting through its Chair or Chief Executive Officer, shall appoint all individuals who serve as Corporation Directors and shall determine the term that each Corporation Director shall serve.

(a) Rotating Terms of Office. Corporation Directors shall serve rotating terms so that, to the greatest extent possible, one third (1/3<sup>rd</sup>) of all Corporation Directors' terms shall expire each calendar year. Each Corporation Director whose term has expired shall continue to serve as a Corporation Director until his or her successor has been appointed and assumes the duties of a Corporation Director unless BASIS determines not to appoint a successor.

(b) Length and Number of Terms. Corporation Directors may serve unlimited consecutive or nonconsecutive terms, each of which shall be for three years.

(c) Qualifications for Appointment. Corporation directors shall be more than twenty years of age and must pass a background check or other regulatory inquiries required by Texas law, federal law, or by governmental agencies having proper regulatory authority over the affairs of the Corporation or its activities. At a minimum, this shall include a law-enforcement background investigation showing that there exists no criminal record that could adversely affect the Corporation or its operations.

**5.6** Resignation. The Board of Directors may accept the resignation of any Director which is submitted, either in writing or orally, to the Corporation's Chair or at any meeting of the Board. If the resigning Director is a Foundation Director, the Chair of the Corporation shall immediately notify the Chair of SAAF of such resignation and shall



request that SAAF appoint a successor Foundation Director. If the resigning Director is a Corporation Director, the Chair of the Corporation shall immediately notify BASIS that it may appoint a successor Corporation Director.

**5.7 Contracts.** No contract or other transaction between the Corporation and any other individual or entity shall be impaired, affected, or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the Directors may be interested in any such other entity or may serve as a director, officer or employee of any such other entity; provided that, notwithstanding the presence of any interested Director at the meeting at which such action is taken, the Board authorizes, approves, or ratifies such contract or transaction by majority vote (not counting the vote of any interested Director) after the interested Director fully discloses to the Board, in writing, his or her interests or involvements with such other entities and other relevant material facts, including, without limitation, the nature of such Director's involvement with such other entities, such Director's ability to influence the action of such other entities and any tangible or intangible benefit or profit that may accrue to such Director as a result of any contract or transaction between the Corporation and such other entity. In addition, the Board must determine that the contract is fair and reasonable to the Corporation when it is authorized, approved or ratified in accordance with the Conflicts of Interest Policy (as described in Section 5.8). Although an interested Director must abstain from voting on such matter due to the inherent conflict of interest and may not be counted when calculating a majority, he or she may be included when determining a quorum.

**5.8 Conflicts of Interest.** The Board shall adopt a conflicts of interest policy (the "Conflicts of Interest Policy") to be followed by the Directors in executing their duties. The Conflicts of Interest Policy must provide for the disclosure of any duality of interest or possible conflict of interest on the part of any Director and such duality of interest or possible conflict must be made a part of the record of the Corporation at the time the interest becomes a matter requiring Board action. The Conflicts of Interest policy shall be provided to all Directors. No Director having a duality of interest or possible conflict of interest for a particular issue shall vote or use his or her personal influence relating to such issue. The minutes of any meeting where a conflict is present should reflect: (i) that a disclosure of a conflict was made; (ii) that the Director with the conflict abstained from discussion and voting on such matter, and (iii) any other relevant factors deemed necessary by the Board.

**5.9 Board Officers.** The officers of the board shall consist of a Chair, Secretary, and Treasurer, each of whom shall be elected by majority of the Board; provided. Although the term of a Director is three years, Directors elected as officers of the Board shall serve as officers for a period of one year; provided, however, if so elected, any Director may serve as an officer of the Board for multiple terms.

**ARTICLE 6**  
**MEETINGS OF THE BOARD OF DIRECTORS AND COMMITTEES**

**6.1 Number, Date and Place.** The Corporation shall hold at least one regular meeting of the Board of Directors in each calendar year. Such meeting shall be held on the third Tuesday in May, unless: (i) such date falls on a holiday observed by the federal government or the state of Texas, in which event the meeting shall be held on the next succeeding Tuesday; or (ii) another date is designated by the Chair and notice is properly given. The purpose of the annual meeting shall be to: (i) elect Board officers; (ii) approve, authorize or ratify acts of the Board, management and/or school administration; and (iii) transact such other business as may properly come before the Board. Special meetings of the Board of Directors may be called by the Chair or by at least one half of the Directors then holding office. All regular and special meetings of the Board shall be held at a place and time given in the notice or waiver of notice of such meeting.

**6.2 Notice.** Notice of all meetings of the Board of Directors of the Corporation, stating the time and place of such meeting, shall be given by any officer of the Corporation by mailing the same to each Director at his or her address as the same shall appear on the records of the Corporation. Notice of regular meetings shall be given at least ten (10) days prior to the date of the meeting. Notice of special meetings shall be given at least five (5) days prior to the date of the meeting. Notice of a special meeting to be held as a telephone meeting or by any other means of electronic communication shall be given at least three (3) business days prior to the meeting. No notice need be given to any Director from whom a written waiver of notice has been received.

**6.3 Quorum.** A quorum of the Board of Directors shall be a majority of the Board of Directors.

**6.4 Presiding at Meetings.** Meetings of the Board shall be presided over by the Chair, or in the Chair's absence, the Secretary of the Board.

**6.5 Action by Directors Without a Meeting.**

(a) **Unanimous Written Consent.** Subject to the restrictions of Section 6.9 of these Bylaws, any action required or permitted to be taken at a meeting of the Board of Directors or committee of the Corporation may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all Directors or committee members entitled to vote.

(b) **Non-Unanimous Written Consent.**

Subject to the restrictions of Section 6.9 of these Bylaws:

(1) **Board Action.** Any action that may be taken at a meeting of the Board of Directors of the Corporation may be taken without a meeting as permitted by Section 22.220 of the Texas Business Organizations Code if a consent in writing,

setting forth the action to be taken, is signed by a majority of both the Corporation Directors and the Foundation Directors and the individuals who consent to the action constitute a sufficient number of the Board of Directors as would be necessary to take that action at a meeting at which all of the Directors were present and voted.

(2) Committee Action. Any action that may be taken at a meeting of a committee of the Corporation may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a majority of the committee members.

(3) Procedures. The written consent for action by the Board or committee must state the date of each Director's or committee member's signature. The written consent of the Directors or committee members must be delivered to the Corporation no later than the sixtieth (60<sup>th</sup>) day after the date of the earliest dated consent. The written consent shall be delivered to the Corporation:

- (i) At the Corporation's registered office or principal place of business; or
- (ii) To the officer or agent of the Corporation who has custody of the books in which proceedings of meetings of Directors or committees are recorded.

Delivery of the consent to the location or individual described in the preceding sentence must be by hand or by certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business must be addressed to the Corporation's Chair or principal executive officer. Notice of the actions shall be given promptly by the Chair, by the Secretary, or by the principal executive officer of the Corporation to each Director or committee member who did not consent in writing to the action.

6.6 Meetings by Electronic Communication. Subject to the restrictions of Section 6.9 of these Bylaws and subject to the provisions of these Bylaws for notice of meetings, members of the Board of Directors of the Corporation and members of any committee designated by the Board may participate in and hold a meeting of the members of the Board or committee by means of conference telephone or other remote electronic communication systems equipment by means of which all persons entitled to participate in the meeting can hear and communicate concurrently with each other. Participation in a meeting pursuant to this Section 6.5 shall constitute presence in person at such meeting, except for a person who participates in the meeting for the express purpose of objecting to the meeting being held by means of such system or objecting to transaction of any business on the ground that the meeting is not properly called or convened.

6.7 Compensation. Directors shall perform the normal duties associated with their respective offices without compensation; provided, however, that this provision shall not prohibit a Director who also serves as a corporate officer, employee, or independent contractor of the Corporation from receiving compensation in such other



capacity. In addition, by resolution of the Board the Corporation may reimburse Directors for a fixed reasonable sum of expenses incurred for attendance at a Board meeting.

**6.8 Prohibition on Compensation, Grants and Loans While the Corporation Is a Supporting Organization.** As long as the Corporation is a supporting organization of SAAF as described in Section 509(a)(3) of the Code:

(i) no grant, loan, compensation, or other similar payment described in Section 4958(c)(3)(A) shall be provided by the Corporation to any person who is a substantial contributor to the Corporation or to any person who is related to or controlled by a substantial contributor as defined in Section 4958(c)(3)(B) of the Code; and

(ii) no loan shall be made by the Corporation to any disqualified person as defined in Section 4958(f)(1) of the Code.

**6.8 Meeting Minutes.** A written record of resolutions of the Board reached at each meeting of the Board in the form of minutes shall be made, and shall, upon approval by the Board at a legally-convened meeting, be made a part of the records of the Corporation.

**6.9 Open Meeting Law.** Upon full execution of the Corporation's charter contract by the Corporation and the chartering authority within Texas, and for so long as Texas' open meeting law applies to charter schools in Texas: (i) all deliberations and official actions of the Board shall take place at a meeting open to the public in compliance with such law, except in cases where, and to the extent, executive sessions are authorized by Texas law; and (ii) public notice of all meetings of the Board, and of all committees and advisory boards authorized by the Board, shall be given in compliance with such law and the meeting minutes described in Section 6.8 shall comply with the requirements of such law.

## **ARTICLE 7**

### **OFFICERS**

**7.1 Officers.** The officers of the Corporation shall be a corporate President and a corporate Secretary, and may include on or more vice presidents, treasurers and other such officers as the Board may from time to time deem appropriate. All officers shall have the authority and shall perform the duties prescribed in these Bylaws or as subsequently prescribed, from time to time, by the Board. Any two or more offices, save President and Secretary, may be held by the same person. All officers of the Corporation shall be appointed by the Board at a regular or special meeting of the Board and shall serve until removal by the Board, resignation, incapacity, or death.

**7.2 Dual-Capacity Officers.** By resolution of the Board, the Board may combine the Board officers and the corporate officers into dual-capacity positions. In

such event, the Chair of the Board shall also serve as the corporate President, the Secretary of the Board shall also serve as the corporate Secretary and so forth. If the Board resolves to use dual-capacity officers, the only provisions of this Article 7 of the Bylaws that shall apply to such persons are Sections 7.7 and 7.8.

**7.3 Compensation.** The reasonable compensation of corporate officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a Director. The salaries of officers or the rate by which salaries are fixed shall be set forth in the minutes of the meetings of the Board.

**7.4 Resignation of Officers.** Any corporate officer may resign at any time by giving thirty (30) days prior written notice of such resignation to the corporate President or Secretary. Unless otherwise specified in such written notice of resignation and such differing notice period is accepted by the Board, such resignation shall be effective thirty (30) days after receipt of such notice by the corporate President or Secretary, and the acceptance of such resignation shall not be necessary to make it effective. However, the corporate President (unless he or she is the resigning officer) or the Board has the discretion to make such resignation effective in fewer than thirty (30) days.

**7.5 Removal; Termination.** Any officer may be terminated and removed from office, with or without cause and with or without notice, at any time by majority vote of the Board.

**7.6 Vacancies.** If any corporate office shall become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall appoint a successor or successors for the unexpired term or terms.

**7.7 Corporate President.** The corporate President shall serve as chief executive officer of the Corporation and shall exercise the powers and shall perform all of the duties commonly incident to such office except to the extent such person's duties may be limited or expanded by these Bylaws or by the Board of Directors.

**7.8 Vice President.** The Vice President shall be vested with all of the powers and shall perform all of the duties of the corporate President in case of his or her absence or disability, and shall have such other powers and perform such other duties as the Board of Directors shall designate from time to time.

**7.9 Corporate Secretary.** The corporate Secretary shall keep or cause the Corporation to keep accurate minutes of all meetings of the Board of Directors, shall perform or cause the performance of all the duties commonly incident to such office, and shall perform or cause the performance of such other duties and have such other powers as the Board of Directors shall designate from time to time.

**7.10 Corporate Treasurer.** The corporate Treasurer shall keep or cause the Corporation to keep full and accurate records of all receipts and disbursements in the financial books of the Corporation and shall perform or cause the performance of such other duties concerning the collection, custody and disbursement of the funds and other

property of the Corporation as the Board of Directors may assign. Upon request, the corporate Treasurer shall render a full, written account of the financial condition of the Corporation to the Board of Directors. If required by the Directors, the corporate Treasurer shall give to the Corporation a bond in a sum determined by the Directors, conditioned upon the faithful performance of his or her duties and for the restoration to the Corporation in case of the corporate Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, or other property of any kind whatsoever in his or her possession or control belonging to the Corporation.

7.11 Assistant Secretaries; Assistant Treasurers. The Board may, from time to time, fix the number of assistant secretaries or assistant treasurers and determine their respective duties and functions.

7.12 Vacancy. If any office shall become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall appoint a successor or successors for the unexpired term or terms.

7.13 Delegation of Powers. In the event of the absence or disability of any officer of the Corporation, the Board of Directors may delegate his or her powers and duties for the time being to any other officer or officers.

## ARTICLE 8 INDEMNIFICATION

8.1 Extent of Indemnification. To the greatest extent then permitted by Chapter 8 of the Texas Business Organizations Code and other applicable law, the Corporation shall indemnify and advance reasonable, actually incurred expenses to any governing or former governing person of the Corporation with respect to any proceeding in which the person was, is, or is threatened to be made a respondent because the person is or was a governing person of the Corporation. A "governing person" shall include any person who is serving or has served as a Director, officer or committee member of the Corporation, as a delegate or representative of the Corporation, or in any other capacity described in Sections 1.002(35A), 1.002(37), or 8.001(4) of the Texas Business Organizations Code. Indemnification as provided in this Article shall inure to the benefit of the heirs, executors, and administrators of any person who held a position described in this section.

8.2 Other Remedies. Indemnification provided in this Article 9 shall not be exclusive of any other rights to which a person who held a position identified in Section 8.1 may be entitled by law, agreement, vote of disinterested Directors, or otherwise.

8.3 Insurance. The Corporation may purchase and maintain insurance on behalf of any person (or may reimburse any such person for the reasonable and necessary cost of obtaining and maintaining personal insurance) against any liability which may be incurred by him or by her arising out of his or her status as a Director, officer, committee member, employee, delegate, or governing person of the



Corporation, whether or not the Corporation would have the power to indemnify him or her against any such liability in Section 8.1.

## ARTICLE 9 NONDISCRIMINATION POLICY

The Corporation shall not practice or permit unlawful discrimination against students, faculty, or any other person on the basis of race, color, religion, sex, sexual preference, national origin, ethnic group, age, or disability.

## ARTICLE 10 FISCAL YEAR

The fiscal year of the Corporation shall be a calendar year ending on December 31 of each year.

## ARTICLE 11 PARLIAMENTARY PROCEDURE

All meetings of the Board of Directors and any committee shall be conducted, upon request of any participating Director or committee member, pursuant to the parliamentary authority provided in the most recent revision of "*Robert's Rules of Order*."

## ARTICLE 12 BOOKS AND RECORDS

The Corporation shall keep and maintain correct and complete books and records of account as required by Texas law and any regulatory agency having proper jurisdiction over the affairs and activities of the Corporation, and shall also keep minutes of the proceedings of the Board and committees authorized by, or having any of the authority of, the Board, including, without limitation and for so long as such law applies to charter schools in Texas, compliance in all respects with the public records retention and disposition laws of Texas. All books and records of the Corporation may be inspected, for any proper purpose and at any proper time, by: (i) either of the Members, their agents, attorneys, or designees; (ii) any Director; (iii) the agent or attorney of a Director; and (iv) as otherwise required by Texas law.

## ARTICLE 13 AMENDMENTS TO CERTIFICATE OF FORMATION OR BYLAWS

### 13.1 While the San Antonio Area Foundation Is a Member.

(a) Certificate of Formation. As long as the San Antonio Area Foundation is a Member of the Corporation, the Certificate of Formation shall not be amended by the Board of Directors of the Corporation without the prior written approval of the San Antonio Area Foundation, acting through its Chair/Chief Executive Officer.

The Board of Directors of the Corporation may propose one or more amendment(s) to the Certificate of Formation at any properly called meeting of the Board, provided that notice of the proposed amendment(s) have been given to all members of the Board at least ten (10) days prior to the meeting. Alternatively, the Board of Directors may propose one or more amendment(s) to the Certificate of Formation by action taken as provided in Article 12 of the Certificate of Formation without a meeting of the Directors. Upon the affirmative vote of two thirds (2/3<sup>rds</sup>) of the Directors present (or by two thirds (2/3<sup>rds</sup>) of all members of the Board if the action is taken without a meeting), the Board may submit the proposed amendment(s) to the San Antonio Area Foundation for its consideration. If approved in writing by the Chair of the San Antonio Area Foundation, the proposed amendment(s) may become amendment(s) to the Certificate of Formation.

**13.2 Bylaws.** As long as the San Antonio Area Foundation is a Member of the Corporation, these Bylaws shall not be amended by the Board of Directors of the Corporation without the prior written approval of the San Antonio Area Foundation, acting through its Chair/Chief Executive Officer. The Board of Directors of the Corporation shall propose amendment(s) to the Bylaws at any properly called meeting of the Board, provided that notice of the proposed amendment(s) have been given to all members of the Board at least ten (10) days prior to the meeting. Upon the affirmative vote of two thirds (2/3<sup>rds</sup>) of the Directors present, the Board may submit the proposed amendment(s) to the San Antonio Area Foundation for its consideration. If approved in writing by the Chair of the San Antonio Area Foundation, the proposed amendment(s) may become amendment(s) to these Bylaws.

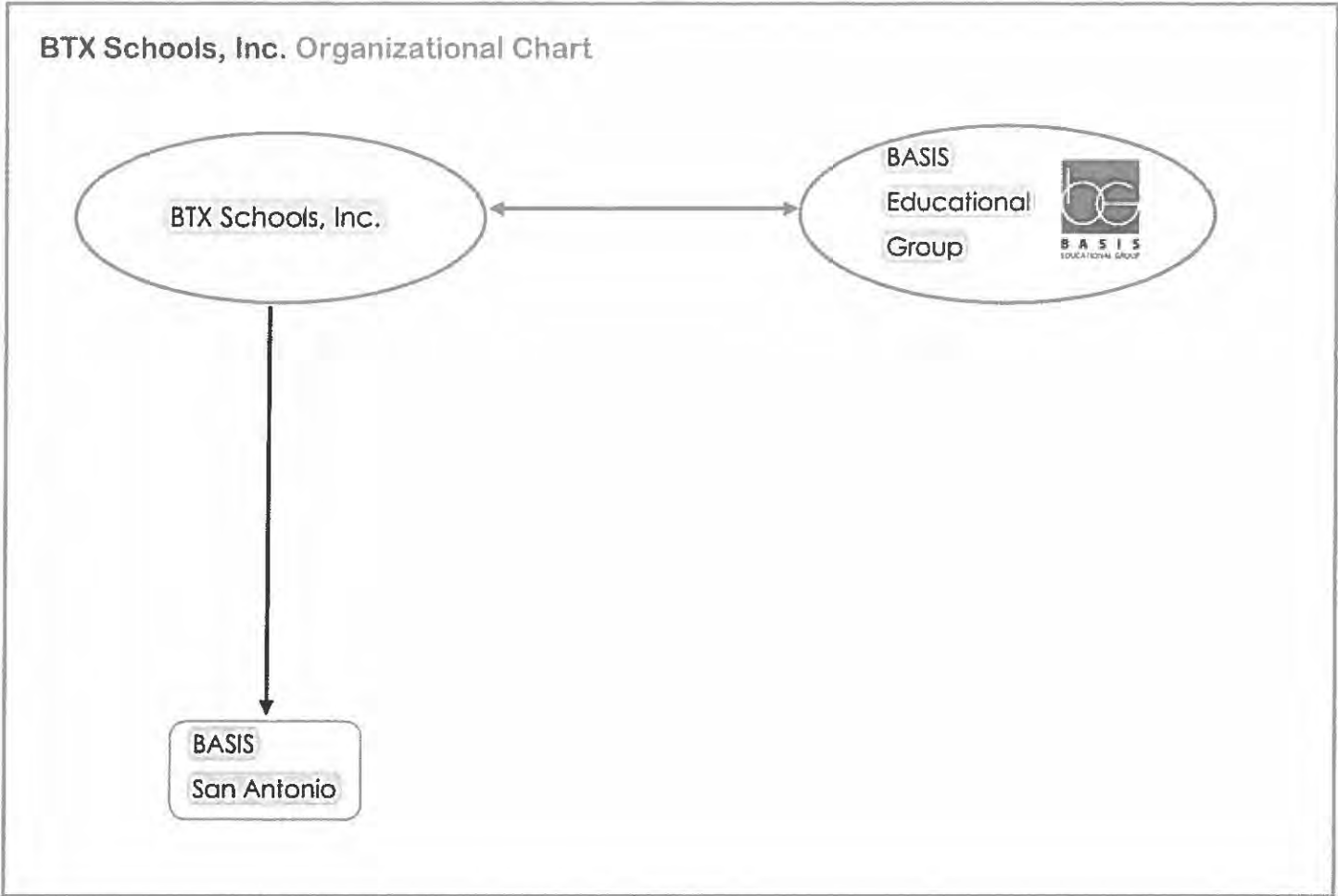
**13.3 After the San Antonio Area Foundation Ceases to be a Member.** After the San Antonio Area Foundation ceases to be a Member of the Corporation, the San Antonio Area Foundation shall no longer have the power to approve or disapprove amendment(s) to the Certificate of Formation or these Bylaws. Thereafter, the Certificate may be amended in accordance with the applicable provisions of Sections 22.105, 22.106, or 22.107 of the Texas Business Organizations Code, and these Bylaws may be amended in accordance with Section 22.102(c) of the Texas Business Organizations Code.

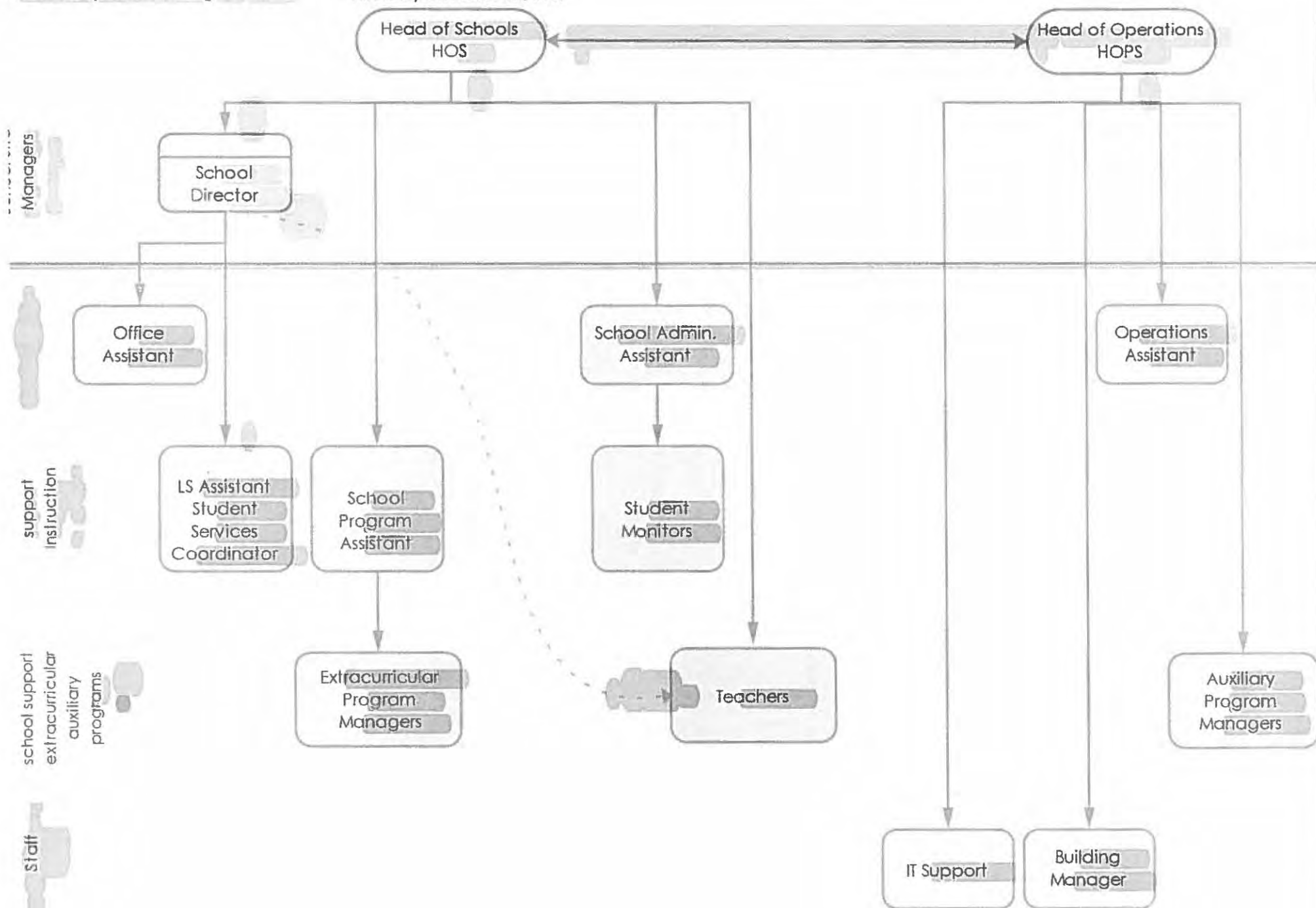
Certification of Bylaws

I, Nick Fleege, Chairman of BTX  
Schools, Inc., hereby certify that the foregoing amended Bylaws of BTX Schools, Inc.  
was adopted by the Board of Directors of BTX Schools, Inc. on February 23,  
2012.

Nick Fleege

BTX Schools, Inc. Organizational Chart





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**Human Resources Information: P. 241**

BASIS San Antonio confirms that the position of Academic Support Specialist, listed on P. 168, is the same as the position of Student Services Coordinator, listed in the organizational chart on P.241.

***APPROVED DURING CONTINGENCY PROCESS***



**Human Resources Information: P. 242**

BASIS San Antonio confirms that the position of Academic Support Specialist, listed on P. 168, is the same as the position of Student Support Coordinator, listed on the Supplemental Human Resource Information Form on P.242.

***APPROVED DURING CONTINGENCY PROCESS***

**Financial Audits**

***APPROVED DURING CONTINGENCY PROCESS***

**Issue Number: 9**

**Section: Attachment I & O**

**Pages: 242-255**

On pages 242-243, the position title of "CEO/Superintendent" is amended to read "Head of School". This position is part of the contract for management services. The positions of Head of Operations and School Director are also part of the management service agreement. On pages 248-255, the positions of Head of School Assistant, Head of Operations Assistant, IT Specialist, Student Support Coordinator are part of the budgeted expenses under FTEs in the budget template. These distinctions are shown in the organizational chart on page 241.

**Financial Audits**

***APPROVED DURING CONTINGENCY PROCESS***

**Issue Number: 10**

**Section: Attachment I**

**Page: 242**

The position title of "CEO/Superintendent" is amended to read "Head of School". The salary listed in the budget of \$60,000 is for training in year 0. The employee will be full-time as part of the management contract on July 1, 2013.

**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

Salary Range:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:

In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at <http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/Home.aspx>. Additionally, traditional districts will not have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
SOUTHWEST PREPARATORY SCHOOL	15807	SAN ANTONIO, TX	772	\$134,024 (current)
JOHN H WOOD JR PUBLIC CHARTER DISTRIC	15808	San Antonio, TX	581	\$113,000 (current)
KIPP SAN ANTONIO	15826	San Antonio, TX	728	\$95,000 (current)

**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

**Job Duties: List up to 10 key duties this individual will perform.**

1.

2.

3.

4.

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6.

7.

8.

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10.

**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**



**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

Salary Range:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:

In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at [http://mansfield.tea.state.tx.us/TEA\\_AskTED\\_Web/Forms/Home.aspx](http://mansfield.tea.state.tx.us/TEA_AskTED_Web/Forms/Home.aspx). Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
<input type="text" value="SOUTHWEST PREPARATORY SCHOOL"/>	<input type="text" value="15807"/>	<input type="text" value="SAN ANTONIO, TX"/>	<input type="text" value="772"/>	<input type="text" value="\$134,024 (current)"/>
<input type="text" value="JOHN H WOOD JR PUBLIC CHARTER DISTRICT"/>	<input type="text" value="15808"/>	<input type="text" value="SAN ANTONIO, TX"/>	<input type="text" value="581"/>	<input type="text" value="\$113,000 (current)"/>
<input type="text" value="KIPP SAN ANTONIO"/>	<input type="text" value="15826"/>	<input type="text" value="SAN ANTONIO, TX"/>	<input type="text" value="728"/>	<input type="text" value="\$95,000 (current)"/>

**Financial Audits**

**Issue Number: 11**

**Section: Attachment I**

**Page: 244**

This is a trainee position in year 0 and will be a full-time employee as part of the management contract on July 1, 2013.

***APPROVED DURING CONTINGENCY PROCESS***

**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

**Job Duties: List up to 10 key duties this individual will perform.**

1.

2.

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10.

**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

Salary Range:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:

In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at [http://mansfield.tea.state.tx.us/TEA\\_AskTED\\_Web/Forms/Home.aspx](http://mansfield.tea.state.tx.us/TEA_AskTED_Web/Forms/Home.aspx). Additionally, traditional districts will not have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Alamo Heights Independent SD	015-901	SAN ANTONIO, TX	4,748	\$4,460 (1st year)
San Antonio ISD	015-907	SAN ANTONIO, TX	55,116	\$59,993 (1st year)
Northside School District	015-915	SAN ANTONIO, TX	95,581	\$45,020 - \$92,093

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**Human Resources Information: P. 254**

BASIS San Antonio confirms that the position of Student Support Coordinator, listed on the Supplemental Human Resource Information Form on P. 254, is the same as the position of Student Services Coordinator, listed in the organizational chart on P.241.

***APPROVED DURING CONTINGENCY PROCESS***

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A Bachelor's degree in the content area is required to demonstrate Highly Qualified status, and a Master's degree or higher is preferred.

Experience Required:

Experience teaching in a high performing school or at the college level is considered.

Certification Required:

Experience in tutoring or education is not required (but is preferred), nor is certification.

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**Seventeenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:

Reports to:

Salary Range:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:

In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location. A traditional district is identified by the abbreviation ISD or CISD. County district numbers may be accessed on line through the Texas Education Directory found at [http://mansfield.tea.state.tx.us/TEA\\_AskTED/Web/Forms/Home.aspx](http://mansfield.tea.state.tx.us/TEA_AskTED/Web/Forms/Home.aspx). Additionally, traditional districts **will not** have an eight as the fourth digit in the county district number (CDN).

Name of District	CDN	Located in (City)	# of Students Served	Salary Range
Alamo Heights Independent SD	015-901	SAN ANTONIO, TX	4,748	\$46,600 (1st year)
San Antonio ISD	015-907	SAN ANTONIO, TX	55,116	\$43,650 (1st year)
Northside School District	015-915	SAN ANTONIO, TX	95,581	\$47,000 (1st year)

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Position:

Reports to:

**Job Duties: List up to 10 key duties this individual will perform.**

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San Antonio ISD	015-907	SAN ANTONIO, TX	55,116	\$21,067 - \$38,952
Northside School District	015-915	SAN ANTONIO, TX	95,581	\$25,865 - \$43,962

**Financial Audits**

***APPROVED DURING CONTINGENCY PROCESS***

**Issue Number: 12**

**Section: Attachment I**

**Page: 304**

BTX Schools, Inc. confirms that the position of Secretary is the same as Front Office Staff. The description of "Secretaries" on page 327 is amended to read "Front Office Staff" to agree with the title on page 304.

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Supplemental Human Resources Information Form  
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Name of District	CDN	Located in (City)	# of Students Served	Salary Range
SOUTHWEST PREPARATORY SCHOOL	15807	SAN ANTONIO, TX	772	
JOHN H WOOD JR PUBLIC CHARTER DISTRICT	15808	SAN ANTONIO, TX	581	
KIPP SAN ANTONIO	15826	SAN ANTONIO, TX	728	

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Supplemental Human Resources Information Form  
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Attachment J

No documents are provided because the sponsoring entity was incorporated after January 1, 2010 and had less than \$5,000 in receipts and total assets.

BTX Schools, Inc. additionally has received start-up financial and human capital from the George W. Brackenridge Foundation and the San Antonio Area Foundation who have assisted with professional services, transportation, provided meeting spaces, encouraged and provided community support and raised public awareness. We estimate the that in-kind and financial support of these supporters, to date, exceeds \$40,000.



## Attachment K

No documents are provided because the sponsoring entity was incorporated after January 1, 2010 and had less than \$5,000 in receipts and total assets.

BTX Schools, Inc. and its Board of Directors will leverage their contacts in the financial and banking markets, and contacts through the several San Antonio Foundations that are supporting the school to secure credit guarantees and short-term financing to assist the school's start-up activities and provide working capital during the first year of operations as may be necessary. Additionally, the donations from Brackenridge and Ewing Halsell will provide needed start-up/seed monies to ensure that the charter school is on a solid financial footing from day one.

Attachment L

No documents are being provided because the sponsoring entity was incorporated after January 1, 2012 and has not filed Form 990.

THE EWING HALSELL FOUNDATION

711 NAVARRO - SUITE 737  
SAN ANTONIO, TEXAS 78205-1735  
(210) 223-2640 (210) 271-9089 FAX

February 17, 2012

Mr. Nick Fleege, New Schools Development Director  
BTX Schools, Inc.  
11485 N. 136th Street, Suite 109  
Scottsdale, AZ 85259

Dear Nick:

The following agreement from the Ewing Halsell Foundation's Board of Directors ("the Board") is contingent upon BTX Schools, Inc. receiving a Texas charter from the Texas Board of Education and your commitment to opening a network of BASIS schools in San Antonio, Texas with the initial campus opening fall 2013.

In a recent meeting, the Board discussed and approved a grant to attract and grow the BASIS public charter school model in the San Antonio area. I am delighted to tell you that funds were approved in the amount of \$2,000,000.00 toward BTX Schools, Inc.'s network expansion into San Antonio including capital expenditures, debt service and operational expenses as described in your business plan. These funds and appreciation, if any, are restricted and shall only be used for this charitable purpose.

The Foundation, by the terms of its governing documents, can only provide funds that will be expended in Texas. We require that the recipient of funds must be an Internal Revenue Code Section 501(c)(3) entity that is not a private foundation. We also require that the recipient of funds cannot be engaged in carrying on propaganda or attempting to influence legislation. If BTX Schools, Inc. does not meet these restrictions at any time during the grant period, all funds must be returned immediately.

In addition, the funds must be returned immediately if the San Antonio expansion campaign is cancelled. If there is a temporary delay in the project not exceeding twenty-four (24) months, please notify the Foundation immediately and explain the reasons for the delay. If the delay exceeds twenty-four (24) months, the funds must be immediately returned and the organization can make a new grant request once the project is moving forward.

Our grant will be payable in five (5) equal amounts of \$400,000.00 each. Payments will begin after BTX Schools, Inc. receives its Texas charter and has committed to opening its

initial campus in San Antonio by the fall of 2013. An annual report will be required before the Foundation will pay future pledged installments. Details of the annual reporting requirements concerning academic performance, financial stability and growth will be determined by mutual agreement between the Foundation and BTX Schools, Inc.

As a condition on the receipt of monies from this grant, you and all other representatives of BTX Schools, Inc. agree that the existence, as well as the terms of this grant, are strictly confidential. Therefore, you shall not disclose the existence and or terms of this grant to any third party, unless authorized by the Foundation in writing.

Acceptance of this grant, by depositing or endorsing the check, means you have agreed to the terms of the grant herein and creates a right in the Foundation, through its Board of Directors, to enforce the terms of the grant. The Foundation has the right to inquire into and inspect documentation related to the expenditures made with respect to these funds to ensure that the restrictions detailed above are complied with.

We respectfully request acknowledgement of receipt and acceptance of the terms of the grant at your earliest convenience. Please understand that although payable over a multi-year period, the Foundation's grant is a one-time gift and shall not be considered a basis for continued support in the future.

We firmly believe that BASIS can and will be a school of choice for San Antonio parents and students who want a better education foundation that will prepare the student for success in college, career and life. The Foundation is pleased to partner with BTX Schools, Inc. in this endeavor. Best wishes for continued success!

Best regards,



Jackie J. Moczygemba  
Foundation Manager

GEORGE W. BRACKENRIDGE FOUNDATION

119 TAYLOR STREET  
SAN ANTONIO, TEXAS 78205

TEL (210) 223-6075 • FAX (210) 226-1715  
WWW.BRACKENRIDGEFOUNDATION.ORG

TRUSTEES

VICTORIA B. RICO - CHAIRMAN  
RANDY J. BOATRIGHT  
STEPHANIE SHEARER

February 20, 2011

Mr. Nick Fleege, President  
BTX Schools, Inc.  
11485 N. 136<sup>th</sup> Street, Suite 109  
Scottsdale, AZ 85259

Dear Mr. Fleege:

On behalf of the George W. Brackenridge Foundation, I am delighted to offer BTX Schools, Inc. a conditional multiyear grant commitment of \$1,000,000 over the next eight years. This grant is conditioned initially upon BTX obtaining a Texas charter and committing to open a BASIS model campus in San Antonio by Fall 2013. Distribution of grant funds would begin with \$125,000 in January of 2013 with subsequent distributions to be set by mutual consent but in no case less than \$100,000 per year until the total of \$1,000,000 is reached, so long as performance and growth metrics are met, grant restrictions are observed, and the asset value of the foundation does not drop by more than 30%.

BTX and the Brackenridge Foundation can determine appropriate performance and growth metrics by mutual consent for distributions after the initial 2013 distribution.

The relevant grant restrictions are (1) BTX must maintain its 501c3 status and (2) funds may not be used for any political campaign purposes, to carry on propaganda or otherwise attempt to influence in any manner legislation of any governmental body, to influence the outcome of any public election, to carry on directly or indirectly, any voter registration drive, or to make any payment or use of Grant funds for any purpose other than charitable purposes described in Code section 170 (c)(2)(B).

It would be hard to overstate our excitement about the potential to have a top ten school nationally growing in San Antonio and then hopefully spreading throughout the state. Since your parent information meeting, the Brackenridge trustees have been overwhelmed with emails and phone calls from parents and other members of the community asking what they can do to make this dream a reality for San Antonio school children.



So please know that beyond the grant and my serving on the BTX board, the Brackenridge team and many others stand ready to assist BTX in any way we can.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria B. Rico".

Victoria B. Rico  
Chairman & Trustee

VBR/km

cc:

Randy J. Boatright, Trustee  
Stephanie Shearer, Trustee  
Emily Thuss, Grant Consultant

**Financial Audits**

**Issue Number: 5**

**Section: Attachment N**

**Page: 318**

The Total Estimated Revenues are supported by the written calculations in the Schedule of Estimated Revenues template on page 320.

*APPROVED DURING CONTINGENCY PROCESS*

Application for an Open-Enrollment Charter School - Seventeenth Generation

Start-Up Budget Template Instructions

Instructions to complete Start-up budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start-up budget:  to
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. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.
10. The start-up budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). These written calculations should be attached following the printout of the completed start-up budget template.
11. Forward a copy of the completed template including the supporting written calculations with the charter application.

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Summary of Estimated Revenues and Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

	09/01/2012		to	07/31/2013	
	Unrestricted Net Assets	Temporarily Restricted Net Assets		Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$		\$	\$
Total Estimated Revenues	\$ 525,000	\$		\$	\$ 525,000
Estimated Expenses:					
6100 Payroll Costs	225,375				225,375
6200 Professional and Contracted Services	160,000				160,000
6300 Supplies and Materials	24,500				24,500
6400 Other Operating Costs	15,000				15,000
6500 Debt Expenses					
Other Expenses					
Total Estimated Expenses	\$ 424,875	\$		\$	\$ 424,875
Change in Net Assets	\$ 100,125	\$		\$	\$ 100,125
Net Assets at End of Year	<u>\$ 100,125</u>	<u>\$</u>		<u>\$</u>	<u>\$ 100,125</u>

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Net Assets at Beginning of Year

**APPROVED DURING CONTINGENCY PROCESS**

BTX Schools, Inc.

BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
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[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$	\$	\$	\$



Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Revenue

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Brackenridge grant	125,000			125,000
Ewing Halsell Foundation grant	400,000			400,000
tax free bond financing				
FFE within tax free bond financing				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Estimated Revenues	\$ 525,000	\$	\$	\$ 525,000

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expense

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	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 –Teacher and Other Professional Personnel	143,750			143,750
6121 Extra Duty Pay/Overtime - Support Personnel				
6129 Salaries or Wages for Support Personnel	50,000			50,000
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	31,625			31,625
Total Payroll Costs	\$ 225,375	\$	\$	\$ 225,375

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expenses

APPROVED DURING CONTINGENCY PROCESS

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012 to 07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	30,000			30,000
6212 Audit Services				
6219 Professional Services	60,000			60,000
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				
6259 Utilities	10,000			10,000
6269 Rentals--Operating Leases	30,000			30,000
6299 Miscellaneous Contracted Services	30,000			30,000
Total Professional and Contracted Services	\$ 160,000	\$	\$	\$ 160,000

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	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				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials				
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies	24,500			24,500
Total Payroll Costs	\$ 24,500	\$	\$	\$ 24,500

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expenses

APPROVED DURING CONTINGENCY PROCESS

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	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				
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	15,000			15,000
Total Other Operating Costs	\$ 15,000	\$	\$	\$ 15,000



Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012 to 07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Estimated Expenses	\$	\$	\$	\$

APPROVED DURING CONTINGENCY PROCESS

Application for an Open-Enrollment Charter School - Seventeenth Generation  
Schedule of Estimated Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Other Expenses				
Land & Improvements				
Building & Improvements plus contingency				
IT				
Building Furniture, Fixtures, and Equipment				
Permitting Fees				
Total Other Expenses	\$	\$	\$	\$
Total Estimated Expenses	\$ 424,875	\$	\$	\$ 424,875

APPROVED DURING CONTINGENCY PROCESS

**APPROVED DURING CONTINGENCY PROCESS**

	A	B	C
1	<b>NEW TEXAS CHARTER SCHOOL</b>		
2	000000		
3	<b>2012-2013 Estimate of State Aid Entitlement Template</b>		
4		<b>TOTAL - All Grades</b>	
5	Total Number of Students Enrolled (Average Membership)	465	
6	Total Number of High School Students Enrolled	0	
7	Total Number of Military Students Enrolled	0	
8	Percentage Rate of Attendance	95%	
9			
10	<b>Special Education Data:</b>		<b>EYS</b>
11	Number Enrolled in Homebound (Code 01)	0	0
12	Number Enrolled in Hospital Class (Code 02)	0	0
13	Number Enrolled in Speech Therapy (Code 00)	0	0
14	Number Enrolled in Resource Room (Code 41 & 42)	0	0
15	Number Enrolled in Self-Contained Mild/Mod/Sev (Code 43 & 44)	0	0
16	Number Enrolled in Full-Time Early Childhood (Code 45)	0	0
17	Number Enrolled in Off-Home Campus (Code 91-98)	0	0
18	Number Enrolled in VAC (Code 08)	0	0
19	Number Enrolled from State Schools (Code 30)	0	0
20	Number Enrolled in Residential Care & Treatment (Code 81-89)	0	0
21	Number Enrolled in Mainstream (Code 40)	0	0
22	<b>Career &amp; Technology Data:</b>		<b>Advanced C&amp;T FTE</b>
23	Number Enrolled in One-hour Class (Code V1)	0	0
24	Number Enrolled in Two-hour Class (Code V2)	0	0
25	Number Enrolled in Three-hour Class (Code V3)	0	0
26	Number Enrolled in Four-hour Class (Code V4)	0	0
27	Number Enrolled in Five-hour Class (Code V5)	0	0
28	Number Enrolled in Six-hour Class (Code V6)	0	0
29	<b>Gifted &amp; Talented Enrollment</b>	0	
30	<b>Number of Pregnancy Related Students</b>	0	
31	<b>Number Enrolled in Bilingual/ESL</b>	0	
32	<b>Special Education Error Check</b>		
33	<b>Career and Technology Error Check</b>		
34	Compensatory Education Enrollment	-	
35	HS ADA from Last PEIMS submission	-	
36	Did this Charter Holder Participate in TRS Active Care in 2005-06?	NO	
37	Full-time staff (do not include administrators, teachers, librarians, nurses or counselors)	-	
38	Part-time staff (do not include administrators, teachers, librarians, nurses or counselors)	-	
39	Regular Program Transportation Allotment	\$ -	
40	Special Education Program Transportation Allotment	\$ -	
41	Career and Technology Program Transportation Allotment	\$ -	
42	Transportation Total	\$ -	

NEW TEXAS CHARTER SCHOOL 000000 2012-2013 Estimate of State Aid Entitlement Template Template Date 04/17/2012-VERY PRELIMINARY		Total
Refined ADA		441.750
HS ADA		-
Military ADA		0.000
Special Education FTEs:		
Homebound (Code 01)	0.000	0.000
Hospital Class (Code 02)	0.000	0.000
Speech Therapy (Code 00)	0.000	0.000
Resource Room (Code 41 & 42)	0.000	0.000
Self-contained Mild/Mod/Severe (Code 43 & 44)	0.000	0.000
Full Time Early Childhood (Code 45)	0.000	0.000
Off-home Campus (Codes 91-98)	0.000	0.000
VAC (Code 09)	0.000	0.000
State School Students (Code 30)	0.000	0.000
Residential Care & Treatment (Code 81-89)	0.000	0.000
Total Sp Ed FTEs	0.000	0.000
Total Sp Ed Weighted FTEs	0.000	0.000
Career & Technology FTEs	0.000	
Advanced Career & Technology FTES	0.000	
Regular Program ADA		441.750
Mainstream ADA	-	
Gifted & Talented Enrollment	-	
Compensatory Ed Enrollment	-	
Pregnancy-related FTEs	-	
Bilingual ADA	-	
Adjusted GYA	0.573	
Total Weighted ADA		540.077
Did Charter Holder Participate in TRS Active Care in 2005-06?		NO
Full-Time Staff (Does not include Administrators)		0.000
Part-Time Staff (Does not include Administrators)		0.000
Funding Data:		
State Average Basic Allotment	\$	4,625.030
State Average Adjusted Basic Allotment	\$	4,887.634
State Average Adjusted Allotment	\$	5,929.169
State Average DTR- Level II		0.0498
State Average DTR- Level III		0.0394
Funding Breakdown by Program:		
Regular Program Block Grant	\$	2,566,828
Special Education Block Grant (Spend 52% of Amount as proposed)	\$	-
Mainstream Special Education (Spend 52% of Amount as proposed)	\$	-
Career & Technology Grant (Spend 55% of Amount as proposed)	\$	-
Gifted & Talented Op Grant (Spend 55% of Amount as proposed)	\$	-
Regular Compensatory Ed (Spend 52% of Amount as proposed)	\$	-
Military Allotment	\$	-
Pregnancy Related Services Allocation (Spend 52% of Amount as proposed)	\$	-
Bilingual Education Block Grant (Spend 52% of Amount as proposed)	\$	-
Extended Year Services Special Education (EYS) Grant (Spend 100% of Amount as proposed)	\$	-
Transportation:		
Regular Program	\$	-
Special Education	\$	-
Career and Technology	\$	-
Total Transportation	\$	-
HS Allotment	\$	-
State Share of Tier I	\$	2,566,828
Total Tier II	\$	229,120
TOTAL FOUNDATION	\$	2,795,948
OTHER PROGRAMS		
Staff Salary Allotment	\$	-
Additional State Aid for Tax Reduction (ASATR)	\$	-
TOTAL OTHER PROGRAMS	\$	-
TOTAL FSP	\$	2,795,948
TOTAL STATE AID	\$	2,795,948

This is a very preliminary version of the 2012-2013 Estimate of State Aid Template. Senate Bill 1 adjustments have been made to the formulas; however, the state average variables in the funding data section have not been updated to reflect 2012-2013 estimates. Updated versions of the template are posted in July, November and May.

APPROVED DURING CONTINGENCY PROCESS

1	2009-2010 HB1 Revenue Per WADA *0.9235	\$	-
2	2009-2010 State Average HB1 Revenue Per WADA*0.9235	\$	4,590,719
3	2012-2013 WADA		540,077
4	2012-2013 Base Target Revenue (Greater of Line 1 x Line 3 or Line 2 x Line 3)	\$	2,479,341
5	2012-2013 HB3646 Minimum Increase (Line 3 x \$120*0.9235)	\$	59,851
6	2012-2013 Minimum Revenue (Line 4 + Line 5)	\$	2,539,193
7	2012-2013 Transportation	\$	-
8	2009-2010 Transportation	\$	-
9	Transportation Adjustment (Line 7 minus Line 8)	\$	-
10	2012-2013 New Instructional Facility Allotment	\$	-
11	2008-2009 Educator Salary Increase (\$23.63 x 2008-2009 WADA*0.9235)	\$	-
12	2012-2013 Adjusted Minimum Revenue (Line 6 + Line 9 + Line 10 + Line 11)	\$	2,539,193
13	2012-2013 Tier I State Aid	\$	2,566,826
14	Additional State Aid For Tax Reduction (If Line 13 < Line 12 Then Line 12 - Line 13)	\$	-
15	2012-2013 Revenue @ Compressed Tax Rate/RACR (Line 13 + Line 14)	\$	2,566,826
16	2012-2013 Revenue per WADA @ Compressed Tax Rate (RACR/WADA) (Line 15/Line 3)	\$	4,753

*APPROVED DURING CONTINGENCY PROCESS*



# Application for an Open-Enrollment Charter School - Seventeenth Generation

## Start-Up Budget Template Instructions

### Instructions to complete Start-up budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start-up budget:  to
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. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.
10. The start-up budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). These written calculations should be attached following the printout of the completed start-up budget template.
11. Forward a copy of the completed template including the supporting written calculations with the charter application.

# Application for an Open-Enrollment Charter School - Seventeenth Generation

## Summary of Estimated Revenues and Expenses

BTX Schools, Inc.

BASIS San Antonio

Budget for the period

	09/01/2012		to	07/31/2013	
	Unrestricted Net Assets	Temporarily Restricted Net Assets		Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$		\$	\$
Total Estimated Revenues	\$ 7,725,000	\$		\$	\$ 7,725,000
Estimated Expenses:					
6100 Payroll Costs	225,375				225,375
6200 Professional and Contracted Services	160,000				160,000
6300 Supplies and Materials	24,500				24,500
6400 Other Operating Costs	240,000				240,000
6500 Debt Expenses	600,000				600,000
Other Expenses	6,375,000				6,375,000
Total Estimated Expenses	\$ 7,624,875	\$		\$	\$ 7,624,875
Change in Net Assets	\$ 100,125	\$		\$	\$ 100,125
Net Assets at End of Year	\$ 100,125	\$		\$	\$ 100,125

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Net Assets at Beginning of Year**

BTX Schools, Inc.

BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[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 - Seventeenth Generation**  
**Schedule of Estimated Revenue**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Brackenridge grant	125,000			125,000
Ewing Halsell Foundation grant	400,000			400,000
tax free bond financing	6,680,000			6,680,000
FFE within tax free bond financing	520,000			520,000
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Estimated Revenues	\$ 7,725,000	\$	\$	\$ 7,725,000

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expense**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012 to 07/31/2013

	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 --Teacher and Other Professional Personnel	143,750			143,750
6121 Extra Duty Pay/Overtime - Support Personnel				
6129 Salaries or Wages for Support Personnel	50,000			50,000
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	31,625			31,625
Total Payroll Costs	\$ 225,375	\$	\$	\$ 225,375



**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	30,000			30,000
6212 Audit Services				
6219 Professional Services	60,000			60,000
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				
6259 Utilities	10,000			10,000
6269 Rentals--Operating Leases	30,000			30,000
6299 Miscellaneous Contracted Services	30,000			30,000
Total Professional and Contracted Services	\$ 160,000	\$	\$	\$ 160,000

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	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				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials				
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies	24,500			24,500
Total Payroll Costs	\$ 24,500	\$	\$	\$ 24,500

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	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				
6412 Travel and Subsistence--Students				
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees				
6429 Insurance and Bonding Costs	225,000			225,000
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs	15,000			15,000
Total Other Operating Costs	\$ 240,000	\$	\$	\$ 240,000

Application for an Open-Enrollment Charter School - Seventeenth Generation

Schedule of Estimated Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds	600,000			600,000
6522 Capital Lease Interest				
6523 Interest on Debt				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Estimated Expenses	\$ 600,000	\$	\$	\$ 600,000

# Application for an Open-Enrollment Charter School - Seventeenth Generation

## Schedule of Estimated Expenses

BTX Schools, Inc.  
BASIS San Antonio

Budget for the period

09/01/2012

to

07/31/2013

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Other Expenses				
Land & Improvements	1,675,000			1,675,000
Building & Improvements plus contingency	3,880,000			3,880,000
IT	200,000			200,000
Building Furniture, Fixtures, and Equipment	320,000			320,000
Permitting Fees	300,000			300,000
Total Other Expenses	\$ 6,375,000	\$	\$	\$ 6,375,000
Total Estimated Expenses	\$ 7,624,875	\$	\$	\$ 7,624,875



Accounting Code	Description	Calculation
6119	Salary for Head of School, Head of Operations, School Director, and Secretaries.	Head of School trainee: \$60,000/yr for 9 months Head of Operations trainee: \$60,000/yr for 6 months School Director trainee: \$50,000/yr for 6 months Secretary (1): \$35,000/yr for 9 months Secretary (2): \$35,000/yr for 6 months Total: \$143,750
6129	Reimbursement to BASIS Educational Group for back office support (HR, accounting, IT, Research, Curriculum)	Paid as a direct reimbursement, estimate reflects the mean expense from recent new BASIS campuses. Total: \$50,000
6149	Employer cost of all employee benefits	Current benefits cost 22% of salary $\$143,750 * 22\% =$ Total: \$31,625
6211	The BDC Board of Trustees has currently used approximately 50 hours of council.	The number is inflated to allow for ample room in case we are not able to secure pro-bono support or if the board requests additional review of documents. $80 \text{ hours} * \$350/\text{hr} = \$28,000$ Total budgeted: \$30,000
6219	BASIS hosts teacher training for all new teachers. Last year's cost was \$1050/teacher; this is budgeted at \$2000/teacher to reflect travel costs.	$30 \text{ staff} * \$2000/\text{staff} =$ Total: \$60,000
6259	Phone, Internet, Utilities at temporary leased space for 8 months	Phone - \$250/month * 8 months = \$2000 Internet - \$500/month * 8 months = \$4000 Power - \$500/month * 8 months = \$4000 Total: \$10,000
6269	Leased office space for ~6 employees	$\$3750/\text{month} * 8 \text{ months} = \$30,000$
6299	Student Information System Property Casualty Insurance Copier	SIS = \$25,000 (based on Synergy/Powerschool estimates) Insurance - \$4,000 Copier service agreement = $\$125/\text{month} * 8 \text{ months} = \$1000$ Total: \$30,000
6399	Printing/Postage General Office supplies Copier purchase *Printing and office supplies are based off of BDC startup requirements	Printing postage: \$1500 General office: \$10,000 Copier: \$13,000 (quote for BizHub 751) Total: \$24,500
6429	Underwriter's Fee	Underwriter = $1.75\% * \$7,200,000 = \$126,000$ Bond Council = \$40,000 Borrower's Council = \$40,000 Misc fees = \$19,000 Total: \$225,000
6499	Advertising – based on BASIS DC	Combination of Newspaper ads, information night registrations, and social media. Allotment per category will adjust based on effectiveness. Total: \$15,000
6521	Capitalized Interest during construction and 4 months of school (12 months). We have secured recent bond transactions at 7.5% and 7.385%, so 8% is a conservative, budgeting figure.	Interest payment of \$7,200,000 at 8% = \$576,000 Total: \$600,000
Land and	We anticipate securing bond financing in	Land: 4 acres at \$5.00/sf = ~\$875,000

Improvements	order to purchase land, complete site preparation, and build the building.	Site prep: 4 acres at \$4.60/sf = ~ \$800,000 Total budgeted: \$1,675,000
Building Improvements	Our campuses are approximately 40,000 square feet and construction cost is approximately \$94/sf.	40,000sf * \$94/sf = \$3,760,000 Contingency = \$120,000 Total: \$3,880,000
IT	Server, Computers, etc.	See attached printout. Total: \$200,000
Building Furniture, Fixtures, and Equipment	Desks, chairs, whiteboards, etc.	See attached printout. Total: \$320,000
Permitting Fees	Ranged from \$80,000 - \$325,000 depending on the municipality	Total Budgeted: \$300,000

San Antonio IT projections

Unit Price	Tax	Quantity	PHX - Total
			<b>\$174,452.69</b>

Projectors

EPSON PL 450W WXGA LCD 2500 LUM	\$1,100.00	8.80%	28	\$33,510.40
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Smartboard

Mimio Solution (TBD)	\$806.99	0.00%	0	\$0.00
Mimio Document Camera (TBD)	\$599.99	8.80%	0	\$0.00

WLAN

Aruba Instant IAP-105 - wireless access point	\$499.00	8.80%	5	\$2,714.56
ARUBA 1YR NEXT-DAY SUP F/IAP-105-US	\$42.16	8.80%	5	\$229.35
Aruba network device wall mount kit	\$34.99	8.80%	5	\$190.35

Laptops

Lenovo ThinkPad L512 2598 - Core i5 520M 2.4 GHz - 15.6" TFT	\$520.00	8.80%	130	\$73,548.80
Microsoft Office 2010 Professional Plus - license	\$55.12	8.80%	130	\$7,796.17
Adobe Digital School Collection ( v. 9 ) - license	\$3,305.71	8.80%	4	\$14,386.45
A/G KAS ESS WS/SRV/MS 1Y+MNT 500-999	\$7.49	8.80%	150	\$1,222.37
Microsoft Windows Server Device CAL 2008 - license	\$5.99	8.80%	130	\$847.23
IMAGING SERVICE	\$15.00	8.80%	130	\$2,121.60

Laptop Storage

Bretford Basics 30 Computer Intelligent Laptop Cart LAP30ULV-CT - cart	\$1,857.41	8.80%	3	\$6,062.59
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Server (HP Custom)

HP CTO ONLY PROLIANT DL380 G7 SERVER	\$1,470.78	8.80%	1	\$1,600.21
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HP CTO ONLY E5640 DL380 G7 PROC KIT	\$1,058.73	8.80%	1	\$1,151.90
HP 2GB 2RX8 PC3-10600E-9 KIT	\$66.47	8.80%	4	\$289.28
HP FIO 146GB 6G PLUG SAS 10K HD	\$237.74	8.80%	2	\$517.32
HP CTO ONLY 500GB 6G SAS 7.2K 2.5IN	\$384.61	8.80%	3	\$1,255.37
HP DVD-ROM drive - Serial ATA	\$85.02	8.80%	1	\$92.50
HP CTO ONLY 1GB FLASH BACKED CACHE	\$509.61	8.80%	1	\$554.46
HP power cable	\$10.52	8.80%	2	\$22.89
HP FIO 460W HE 12V HOTPLG AC PWR SUP	\$216.32	8.80%	2	\$470.71
HP CTO ONLY PROLIANT FOUNDATION PACK	\$1.01	8.80%	1	\$1.10
HP ProLiant Essentials Integrated Lights-Out Advanced Pack - license	\$325.55	8.80%	1	\$354.20
Microsoft Windows Server 2008 R2 Enterprise - license	\$283.17	8.80%	1	\$308.09
ACAD MS SEL WIN REMOTE DT DCAL 2008	\$16.47	8.80%	10	\$179.19

#### Server Room

Tripp Lite 25U Rack Enclosure Server Cabinet – Special Price Thru 6/30/11	\$783.27	8.80%	1	\$852.20
Tripp Lite 1000VA Smart UPS Rackmount 2U RM -Special Price Thru 6/30/11	\$374.14	8.80%	1	\$407.06
Acer G195WAB 19" Wide LCD	\$94.75	8.80%	1	\$103.09
IOGEAR Compact Desktop Combo GKM502 - Desktop - Keyboard & Mouse	\$13.80	8.80%	1	\$15.01
Belkin Standard Mouse Pad - mouse pad	\$0.00	8.80%	1	\$0.00

#### Network (LAN/WAN)

HP ProCurve 2520G-24 PoE Switch	\$1,273.25	8.80%	2	\$2,770.59
SonicWALL TZ 210 TotalSecure - security appliance	\$749.00	8.80%	1	\$814.91
SonicWALL TZ 210 TotalSecure - Renewal	\$177.05	8.80%	0	\$0.00
HP E2510-48 Switch	\$483.78	8.80%	2	\$1,052.71

#### Network Supplies

CDW 10' CAT5e or CAT5 RJ45 Patch Cable (Will split into colors)	\$1.47	8.80%	200	\$319.87
TRENDnet TE100-S5 5-Port 10/100Mbps Auto-MDIX Fast Ethernet Mini Switch	\$13.60	8.80%	10	\$147.97

#### Backup

Drobo Drobo FS	\$633.58	8.80%	1	\$689.34
WD Caviar Black WD2002FAEX - hard drive - 2 TB - SATA-600	\$199.00	8.80%	0	\$0.00
WD Caviar Blue WD5000AAKX - hard drive - 500 GB - SATA-600	87.29	8.80%	4	\$379.89

#### Digital Signage

Peerless SmartMount Articulating Wall Arm SA761PU - trade compliant	\$188.41	8.80%	1	\$204.99
Commercial Flat Panel TV/monitor Installation 30" and Above (Wall Mount)	\$395.73	8.80%	1	\$430.55
Samsung 520DXN 52" Large Format Display	\$2,298.89	8.80%	1	\$2,501.19
Samsung 460DX-2 46" Large Format Display (Trade Compliant)	\$1,863.57	8.80%	1	\$2,027.56
Commercial Flat Panel TV/monitor Installation 30" and Above (Wall Mount)	\$395.73	8.80%	1	\$430.55
Peerless PARAMOUNT Universal Tilt Wall Mount PT650 - mounting kit	\$62.78	8.80%	1	\$68.30

#### Printers and Printer Supplies

Brother MFC-8890DW MFP	\$492.25	8.80%	4	\$2,142.27
Brother TN 620 - toner cartridge	\$52.23	8.80%	10	\$568.26
Canon PIXMA MX870 Multifunction ( fax / copier / printer / scanner )	\$155.19	8.80%	2	\$337.69
Canon CLI 221 Four Color Pack - ink tank	\$57.54	8.80%	2	\$125.21
Canon PGI 220BK Triple Pack - ink tank	\$28.14	8.80%	1	\$30.62
EPSON 6' USB 2.0 CABLE BLACK TYPE	\$2.31	8.80%	2	\$5.03

#### Misc. IT Supplies

Tripp Lite Surge Suppressor 6 Outlets, 720 Joules, Black, \$20K Insurance	\$9.83	8.80%	10	\$106.95
Epson ELSP02 - left / right channel speakers	\$149.00	8.80%	28	\$4,539.14
Adesso 3 button Desktop Optical Mouse HC-3003PS	\$5.99	8.80%	35	\$228.10
3.5mm Audio Cable (m/m)	\$1.25	8.80%	35	\$47.60
Belkin Standard Mouse Pad - mouse pad	\$0.89	8.80%	35	\$33.89

#### Telephone



TalkSwitch 488VS Small Business System	\$1,254.34	8.80%	1	\$1,364.72
TALKSWITCH TS-350I IP PHONE	\$141.63	8.80%	10	\$1,540.93
TALKSWITCH TS-860I HANDSET + BASE	\$201.28	8.80%	2	\$437.99
TALKSWITCH TS-860I HANDSET ONLY	\$104.37	8.80%	2	\$227.11
HP V1405-16 Switch - switch - 16 ports - rack-mountable	\$68.31	8.80%	1	\$74.32

**San Antonio FFE**

ITEM		Quantity	unit price	Total
lab tables 5' & Freight	ea	89	\$203.50	\$18,111.50
Freight for lab tables	ls	1	\$1,007.48	\$1,007.48
Chem Lab Table tops	ls	1	\$11,581.42	\$11,581.42
Chem Lab Base Table Bases	ls	1	\$11,106.26	\$11,106.26
Music chairs	ea	35	\$44.64	\$1,562.40
Art tables 6'	ea	16	\$159.38	\$2,550.08
Music tables	ea	15	\$172.99	\$2,594.85
Student chairs - Color A	ea	300	\$26.41	\$7,923.00
Student chairs - Color B	ea	500	\$26.41	\$13,205.00
Cafeteria benches	ea	44	\$450.00	\$19,800.00
Student desk/tables	ea	260	\$127.95	\$33,267.00
Bike racks	ea	3	\$268.00	\$804.00
Science stools - Tall	ea	60	\$29.82	\$1,789.20
Art stools - Short	ea	60	\$29.82	\$1,789.20
Music risers w/o railing - 3 tier	ea	2	\$697.93	\$1,395.86
Backrails for music risers	ea	2	\$128.37	\$256.74
Outdoor café table octagon	ea	6	\$647.00	\$3,882.00
Music Boards	ea	4	\$415.48	\$1,661.92
White Boards 4 x 6	ea	36	\$172.00	\$6,192.00
White Boards 4 x 8	ea	60	\$228.00	\$13,680.00
Rolling white board	ea	1	\$499.86	\$499.86
Bulletin boards 4'x4'	ea	52	\$49.96	\$2,597.92
Lockers w/ locks & shipping - double tier	ea	415	\$117.00	\$48,555.00
Signage Interior	ea	1	\$691.98	\$691.98
Teachers Lounge chairs	ea	58	\$119.00	\$6,902.00
Window blinds	ea	1	\$7,639.04	\$7,639.04
Storage cabinets	ea	2	\$239.00	\$478.00
Conference tables	ea	4	\$295.32	\$1,181.28
Hi Back Chairs	ea	2	\$149.00	\$298.00
L Shaped desks	ea	2	\$444.26	\$888.53
Lateral Cabinets	ea	10	\$249.00	\$2,490.00
Teachers chairs	ea	44	\$109.00	\$4,796.00
Wood Book cases	ea	36	\$228.12	\$8,212.46
Teachers desks	ea	40	\$306.02	\$12,240.80
Shipping	ea	1	\$200.00	\$200.00
Outdoor bench	ea	2	\$586.34	\$1,172.68
Indoor Bench long	ea	2	\$524.61	\$1,049.22
Indoor Bench short	ea	2	\$907.20	\$1,814.40
Basketball hoop	ea	1	\$654.59	\$654.59
Music Carts	ea	3	\$262.44	\$787.32
Music Stands	ea	60	\$27.27	\$1,636.20
Shipping	ea	1	\$85.56	\$85.56
Base Cabinet/Counter	ea	2	\$1,307.00	\$2,614.00
Flynn Hoods	ea	2	\$2,189.00	\$4,378.00
Flammable Stak A Cab	ea	1	\$998.00	\$998.00

Corrosive Stak A Cab	ea	1	\$909.00	\$909.00
Shipping	ea	1	\$1,567.67	\$1,567.67
Dishwasher	ea	1	\$546.00	\$546.00
Refrigerator	ea	1	\$455.00	\$455.00
Flag Pole	ea	1	\$2,000.00	\$2,000.00
PA System install	ea	1	\$7,375.90	\$7,375.90
PA System	ea	1	\$7,500.00	\$7,500.00
Install	ea	1	\$25,000.00	\$25,000.00
				\$312,374.32

**THE EWING HALSELL FOUNDATION**

711 NAVARRO - SUITE 737  
SAN ANTONIO, TEXAS 78205-1735  
(210) 223-2640 (210) 271-9089 FAX

February 17, 2012

Mr. Nick Fleege, New Schools Development Director  
BTX Schools, Inc.  
11485 N. 136th Street, Suite 109  
Scottsdale, AZ 85259

Dear Nick:

The following agreement from the Ewing Halsell Foundation's Board of Directors ("the Board") is contingent upon BTX Schools, Inc. receiving a Texas charter from the Texas Board of Education and your commitment to opening a network of BASIS schools in San Antonio, Texas with the initial campus opening fall 2013.

In a recent meeting, the Board discussed and approved a grant to attract and grow the BASIS public charter school model in the San Antonio area. I am delighted to tell you that funds were approved in the amount of \$2,000,000.00 toward BTX Schools, Inc.'s network expansion into San Antonio including capital expenditures, debt service and operational expenses as described in your business plan. These funds and appreciation, if any, are restricted and shall only be used for this charitable purpose.

The Foundation, by the terms of its governing documents, can only provide funds that will be expended in Texas. We require that the recipient of funds must be an Internal Revenue Code Section 501(c)(3) entity that is not a private foundation. We also require that the recipient of funds cannot be engaged in carrying on propaganda or attempting to influence legislation. If BTX Schools, Inc. does not meet these restrictions at any time during the grant period, all funds must be returned immediately.

In addition, the funds must be returned immediately if the San Antonio expansion campaign is cancelled. If there is a temporary delay in the project not exceeding twenty-four (24) months, please notify the Foundation immediately and explain the reasons for the delay. If the delay exceeds twenty-four (24) months, the funds must be immediately returned and the organization can make a new grant request once the project is moving forward.

Our grant will be payable in five (5) equal amounts of \$400,000.00 each. Payments will begin after BTX Schools, Inc. receives its Texas charter and has committed to opening its

initial campus in San Antonio by the fall of 2013. An annual report will be required before the Foundation will pay future pledged installments. Details of the annual reporting requirements concerning academic performance, financial stability and growth will be determined by mutual agreement between the Foundation and BTX Schools, Inc.

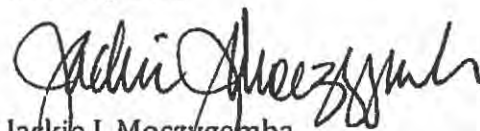
As a condition on the receipt of monies from this grant, you and all other representatives of BTX Schools, Inc. agree that the existence, as well as the terms of this grant, are strictly confidential. Therefore, you shall not disclose the existence and or terms of this grant to any third party, unless authorized by the Foundation in writing.

Acceptance of this grant, by depositing or endorsing the check, means you have agreed to the terms of the grant herein and creates a right in the Foundation, through its Board of Directors, to enforce the terms of the grant. The Foundation has the right to inquire into and inspect documentation related to the expenditures made with respect to these funds to ensure that the restrictions detailed above are complied with.

We respectfully request acknowledgement of receipt and acceptance of the terms of the grant at your earliest convenience. Please understand that although payable over a multi-year period, the Foundation's grant is a one-time gift and shall not be considered a basis for continued support in the future.

We firmly believe that BASIS can and will be a school of choice for San Antonio parents and students who want a better education foundation that will prepare the student for success in college, career and life. The Foundation is pleased to partner with BTX Schools, Inc. in this endeavor. Best wishes for continued success!

Best regards,



Jackie J. Moczygemba  
Foundation Manager



GEORGE W. BRACKENRIDGE FOUNDATION

119 TAYLOR STREET  
SAN ANTONIO, TEXAS 78205

TEL (210) 223-6075 • FAX (210) 226-1715  
WWW.BRACKENRIDGEFOUNDATION.ORG

TRUSTEES

VICTORIA B. RICO - CHAIRMAN  
RANDY J. BOATRIGHT  
STEPHANIE SHEARER

February 20, 2011

Mr. Nick Fleege, President  
BTX Schools, Inc.  
11485 N. 136<sup>th</sup> Street, Suite 109  
Scottsdale, AZ 85259

Dear Mr. Fleege:

On behalf of the George W. Brackenridge Foundation, I am delighted to offer BTX Schools, Inc. a conditional multiyear grant commitment of \$1,000,000 over the next eight years. This grant is conditioned initially upon BTX obtaining a Texas charter and committing to open a BASIS model campus in San Antonio by Fall 2013. Distribution of grant funds would begin with \$125,000 in January of 2013 with subsequent distributions to be set by mutual consent but in no case less than \$100,000 per year until the total of \$1,000,000 is reached, so long as performance and growth metrics are met, grant restrictions are observed, and the asset value of the foundation does not drop by more than 30%.

BTX and the Brackenridge Foundation can determine appropriate performance and growth metrics by mutual consent for distributions after the initial 2013 distribution.

The relevant grant restrictions are (1) BTX must maintain its 501c3 status and (2) funds may not be used for any political campaign purposes, to carry on propaganda or otherwise attempt to influence in any manner legislation of any governmental body, to influence the outcome of any public election, to carry on directly or indirectly, any voter registration drive, or to make any payment or use of Grant funds for any purpose other than charitable purposes described in Code section 170 (c)(2)(B).

It would be hard to overstate our excitement about the potential to have a top ten school nationally growing in San Antonio and then hopefully spreading throughout the state. Since your parent information meeting, the Brackenridge trustees have been overwhelmed with emails and phone calls from parents and other members of the community asking what they can do to make this dream a reality for San Antonio school children.

So please know that beyond the grant and my serving on the BTX board, the Brackenridge team and many others stand ready to assist BTX in any way we can.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria B. Rico".

Victoria B. Rico  
Chairman & Trustee

VBR/km

cc:

Randy J. Boatright, Trustee

Stephanie Shearer, Trustee

Emily Thuss, Grant Consultant

## Application for an Open-Enrollment Charter School - Seventeenth Generation

## Budget Template Instructions

Instructions to complete first year (and subsequent years, if required) budget template.

1. Enter the name of the sponsoring entity. BTX Schools, Inc.
2. Enter the name of the proposed charter school: BASIS San Antonio
3. Enter the date of the fiscal year end: 07/31/2014
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. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
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. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (object code 5700). The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment H.
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (object code 5800)
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (object code 5900)
11. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (object code 6000)
12. The budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). In addition, a reasonable planning estimate for average daily attendance (ADA) is \$6,000 per student. These written calculations should be attached following the printout of the completed budget template.
13. Forward a copy of the completed template including the supporting written calculations with the charter application.

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Summary of Estimated Revenues and Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

	07/31/2014			
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 100,125	\$	\$	\$ 100,125
Estimated Revenue				
5700 Local Sources	271,475			271,475
5800 State Sources	2,947,088			2,947,088
5900 Federal Sources				
Other Sources				
Total Estimated Revenues	\$ 3,218,563	\$	\$	\$ 3,218,563
Estimated Expenses:				
6100 Payroll Costs	1,617,720			1,617,720
6200 Professional and Contracted Services	936,562			936,562
6300 Supplies and Materials	74,750			74,750
6400 Other Operating Costs				
6500 Debt Expenses	288,000			288,000
Other Expenses	90,600			90,600
Total Estimated Expenses	\$ 3,007,632	\$	\$	\$ 3,007,632
Change in Net Assets	\$ 210,931	\$	\$	\$ 210,931
Net Assets at End of Year	<u>\$ 311,056</u>	<u>\$</u>	<u>\$</u>	<u>\$ 311,056</u>

The Summary of Estimated Revenues and Expenses should have sections revised as follows:

		Unrestricted Net Assets	Total Net Assets	
5800	State Sources	\$2,795,946	\$2,795,946	✓
	Total Estimated Revenues	\$3,067,421	\$3,067,421	✓
6200	Professional and Contracted Services	\$821,283	\$821,283	✓
6300	Supplies and Materials	\$125,150	\$125,150	✓
	Total Estimated Expenses	\$2,942,753	\$2,942,753	✓
	Change in Net Assets	\$124,668	\$124,668	✓
	Net Assets at End of Year	\$224,793	\$224,793	✓



**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Net Assets at Beginning of Year**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

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	100,125			100,125
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$ 100,125	\$	\$	\$ 100,125

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Local Revenue**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

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	125,000			125,000
5749	Other Revenues from Local Sources				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5751	Food Service Activity				
5752	Athletic Activities	104,625			104,625
5753	Extracurricular/Cocurricular Activities Other than Athletics	41,850			41,850
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	\$ 271,475	\$	\$	\$ 271,475

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated State Revenue**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	2,947,088			2,947,088
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				
5899	State Revenues from State of Texas Government Agencies				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	Total State Revenues	\$ 2,947,088	\$	\$	\$ 2,947,088

The Summary of Estimated State Revenue should have sections revised as follows:

Revenue Code	Description	Unrestricted Net Assets	Total Net Assets
5811	State Sources	\$2,795,946	\$2,795,946
	Total State Revenues	\$2,795,946	\$2,795,946

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Federal Revenue**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

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 Agency				
	[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 - Seventeenth Generation**  
**Schedule of Net Assets at Beginning of Year**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Sources	\$	\$	\$	\$

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

		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 --Teacher and Other Professional Personnel	1,109,000			1,109,000
6121	Extra Duty Pay/Overtime - Support Personnel				
6129	Salaries or Wages for Support Personnel	217,000			217,000
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	291,720			291,720
	Total Payroll Costs	\$ 1,617,720	\$	\$	\$ 1,617,720

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

	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	643,713			643,713
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	27,000			27,000
6259 Utilities	95,000			95,000
6269 Rentals--Operating Leases				
6299 Miscellaneous Contracted Services	170,849			170,849
Total Professional and Contracted Services	\$ 936,562	\$	\$	\$ 936,562

**Section: Attachment O**

**APPROVED DURING CONTINGENCY PROCESS**

**Page: 347**

The Budget for the Fiscal Year Ended should have sections revised as follows:

Revenue Code	Description	Unrestricted Net Assets	Total Net Assets
6219	Professional Services	\$528,434	\$528,434
	Total Professional and Contracted Services	\$821,283 ✓	\$821,283

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

	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				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials	5,000			5,000
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies	69,750			69,750
Total Supplies and Materials	\$ 74,750	\$	\$	\$ 74,750



**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

	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				
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	\$	\$	\$	\$
6500 Debt Expense				
6521 Interest on Bonds	288,000			288,000
6522 Capital Lease Interest				
6523 Interest on Debt				
6523 Interest Expenses				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Other Operating Costs	\$ 288,000	\$	\$	\$ 288,000

**Application for an Open-Enrollment Charter School - Seventeenth Generation**  
**Schedule of Estimated Expenses**

BTX Schools, Inc.  
BASIS San Antonio

Budget for the Fiscal Year Ended

07/31/2014

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
Auxiliary Activities (Early Care and Late Care)	16,200			16,200
Extra-Curricular Activities (stipends, rentals, etc)	74,400			74,400
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Expenses	\$ 90,600	\$	\$	\$ 90,600
Total Estimated Expenses	\$ 2,917,032	\$	\$	\$ 2,917,032

**APPROVED DURING CONTINGENCY PROCESS**

**Section: Attachment O**

**Page: 350**

The Budget for the Fiscal Year Ended should have sections revised as follows:

Revenue Code	Description	Unrestricted Net Assets	Total Net Assets
6341	Food	\$50,400	\$50,400
	Total Supplies and Materials	\$125,150 ✓	\$125,150

**Section: Attachment O**

**Page: 350**

The Budget for the Fiscal Year Ended should have sections revised as follows:

Revenue Code	Description	Unrestricted Net Assets	Total Net Assets
6341	Food	\$50,400	\$50,400
	Total Supplies and Materials	\$125,150	\$125,150

**APPROVED DURING CONTINGENCY PROCESS**

**Section: Attachment O - Supplement**

**Page: 351**

The Attachment O – Supplement should have sections revised as follows:

Accounting Code	Description	Calculation
6219	Contract with BASIS Educational Group (see draft contract included with application)	18.9% of revenue $\$2,795,946 * .189 =$ Total: \$528,434 ✓

APPROVED DURING CONTINGENCY PROCESS



**Financial Audits**

**Issue Number: 6**

**Section: Attachment O**

**Page: 351-352**

**APPROVED DURING CONTINGENCY PROCESS**

BTX School's, Inc. will not provide food services for students served by the charter school unless 10% of the students qualify for free or reduced breakfast, as required by Texas Education Code § 33.901, in which case the charter school will provide a breakfast program for those students.

*Accounting Code: 6341*

*Description: \$2.00/student/ breakfast; assume 30% of 465 students qualify for free or reduced breakfast*

*Calculation:*

$30\% * 465 = 140$  students

$\$2.00 * 140 = \$280$  per school day

$\$280 * 180 = \$50,400$  per school year

**Financial Audits**

**Issue Number: 7**

**Section: Attachment O**

**Page: 351-352**

BTX School's, Inc. will not provide general student transportation. In accordance with the IDEA and applicable state law, the charter school will contract with a private provider in the event that a student's IEP includes transportation to and from school as a related service.

***APPROVED DURING CONTINGENCY PROCESS***

**Financial Audits**

**Issue Number: 8**

**Section: Attachment O**

**Page: 351**

*Accounting Code: 5811*

*Description: Assumes 465 students (0 High School Students); 33 Students in Main Stream Special Ed. Services (7%); 28 Students with ELL services (6%); 95% Attendance Rate*

*Calculation: According to the National Center for Educational Statistics for Northside School District: 14% of students receive Special Education services; we estimated  $\frac{1}{2}$  of that for conservative budgeting; 6.2% of students receive ELL services; 95% student attendance rate (BASIS has an average attendance rate of 96%)*

Total (per 2012-13 Preliminary Funding Worksheet): \$2,795,946

**APPROVED DURING CONTINGENCY PROCESS**

Accounting Code	Description	Calculation
Net Assets Carried Forward from Start Up	See Year 0 budget.	Total: \$100,125
5744	Annual Teacher Fund The Annual Teacher Fundraiser is used to give additional performance bonuses to teachers.	While this expense is included in the salary expense line item, the bonuses are not promised and this expense is set equal to the revenue. Total: \$125,000
5752	Athletic Activities (includes non-athletic extra-curriculars such as science bowl, robotics, etc)	Average \$225/student in revenue and \$160/student in hard (non-overhead) expenses. $\$225/\text{student} * 465/\text{students} =$ Total: \$104,625 (expenses will be \$74,400)
5753	Early and Late Care	Average \$90/student in revenue $\$90/\text{student} * 465/\text{students} =$ Total: \$41,850 (expenses will be \$16,200)
5811	Assumes 465 students (0 High School Students); 33 Students in Main Stream Special Ed services (7%) 28 Students with ELL Services (6%)	According to the National Center for Education Statistics for Northside School District: 14% of students receive Special Education services; we estimated $\frac{1}{2}$ of that for conservative budgeting; 6.2% of students receive ELL services Total (per 2011-12 workbook): \$2,947,088
6119	Teacher Salaries (includes Annual Teacher Fund Bonuses)	Estimated 22.5 Full time teachers, plus 1.5 SPED/ELL staff at \$41,000/teacher = \$984,000 Plus \$125,000 in Annual Teacher Fund projection Total: \$1,109,000
6129	Support Staff; Includes assistants to key managers	Estimated 1 support staff per 75 students = 6.2 staff $6.2 * \$35,000 =$ Total: \$217,000
6149	All Benefits	22% of salaries $\$1,326,000 * 22\% =$ Total: \$291,720
6219	Contract with BASIS Educational Group (see draft contract included with application)	20% of revenue $\$3,218,563 * .2 =$ Total: \$643,713
6249	Janitorial services	9 months * \$3,000/mo = Total: \$27,000
6259	Electric and other (water, gas, etc)	Electric: \$6500/mo Other: \$3000/mo $\$9,500 * 10 \text{ months} =$ \$95,000
6299	SPED/ELL	Estimated 33 students with Special needs added \$228,239 in State Revenue Estimated 28 students requiring ELL services added \$17,610 in State Revenue \$75,000 of these funds have been accounted for in salaries and benefits $\$228,239 + \$17,610 - \$75,000 =$ Total: \$170,849
6339	AP exams and IGCSE expenses Since we are opening with grades 5-8; we	Budget for 50 AP exams in the event that students are ready for them.

	don't expect to administer many AP exams and we won't perform the IGCSE exams until year 3.	Total: \$5,000
6399	Student consumables	\$150/student * 465 students = Total: \$69,750
6521	Interest only payments for ½ of the Fiscal year ending 2014 (interest is capitalized through January 2014)	\$7,200,000 * 8% * ½ = Total: \$288,000
Auxiliary Activities	Early and Late Care	180 days * 5 hours/day * \$15/hr * 1.2 (salary plus benefits) = Total: \$16,200
Extra-Curricular Activities	Stipends, rentals, etc.	\$160/student * 465 students = Total: \$74,400

**THE EWING HALSELL FOUNDATION**

711 NAVARRO - SUITE 737  
SAN ANTONIO, TEXAS 78205-1735  
(210) 223-2640 (210) 271-9089 FAX

February 17, 2012

Mr. Nick Fleege, New Schools Development Director  
BTX Schools, Inc.  
11485 N. 136th Street, Suite 109  
Scottsdale, AZ 85259

Dear Nick:

The following agreement from the Ewing Halsell Foundation's Board of Directors ("the Board") is contingent upon BTX Schools, Inc. receiving a Texas charter from the Texas Board of Education and your commitment to opening a network of BASIS schools in San Antonio, Texas with the initial campus opening fall 2013.

In a recent meeting, the Board discussed and approved a grant to attract and grow the BASIS public charter school model in the San Antonio area. I am delighted to tell you that funds were approved in the amount of \$2,000,000.00 toward BTX Schools, Inc.'s network expansion into San Antonio including capital expenditures, debt service and operational expenses as described in your business plan. These funds and appreciation, if any, are restricted and shall only be used for this charitable purpose.

The Foundation, by the terms of its governing documents, can only provide funds that will be expended in Texas. We require that the recipient of funds must be an Internal Revenue Code Section 501(c)(3) entity that is not a private foundation. We also require that the recipient of funds cannot be engaged in carrying on propaganda or attempting to influence legislation. If BTX Schools, Inc. does not meet these restrictions at any time during the grant period, all funds must be returned immediately.

In addition, the funds must be returned immediately if the San Antonio expansion campaign is cancelled. If there is a temporary delay in the project not exceeding twenty-four (24) months, please notify the Foundation immediately and explain the reasons for the delay. If the delay exceeds twenty-four (24) months, the funds must be immediately returned and the organization can make a new grant request once the project is moving forward.

Our grant will be payable in five (5) equal amounts of \$400,000.00 each. Payments will begin after BTX Schools, Inc. receives its Texas charter and has committed to opening its



initial campus in San Antonio by the fall of 2013. An annual report will be required before the Foundation will pay future pledged installments. Details of the annual reporting requirements concerning academic performance, financial stability and growth will be determined by mutual agreement between the Foundation and BTX Schools, Inc.

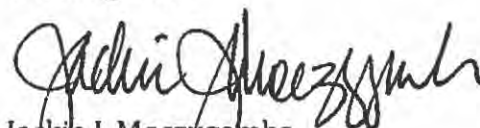
As a condition on the receipt of monies from this grant, you and all other representatives of BTX Schools, Inc. agree that the existence, as well as the terms of this grant, are strictly confidential. Therefore, you shall not disclose the existence and or terms of this grant to any third party, unless authorized by the Foundation in writing.

Acceptance of this grant, by depositing or endorsing the check, means you have agreed to the terms of the grant herein and creates a right in the Foundation, through its Board of Directors, to enforce the terms of the grant. The Foundation has the right to inquire into and inspect documentation related to the expenditures made with respect to these funds to ensure that the restrictions detailed above are complied with.

We respectfully request acknowledgement of receipt and acceptance of the terms of the grant at your earliest convenience. Please understand that although payable over a multi-year period, the Foundation's grant is a one-time gift and shall not be considered a basis for continued support in the future.

We firmly believe that BASIS can and will be a school of choice for San Antonio parents and students who want a better education foundation that will prepare the student for success in college, career and life. The Foundation is pleased to partner with BTX Schools, Inc. in this endeavor. Best wishes for continued success!

Best regards,



Jackie J. Moczygemba  
Foundation Manager

GEORGE W. BRACKENRIDGE FOUNDATION

119 TAYLOR STREET  
SAN ANTONIO, TEXAS 78205

TEL (210) 223-6075 • FAX (210) 226-1715  
WWW.BRACKENRIDGEFOUNDATION.ORG

TRUSTEES  
VICTORIA B. RICO • CHAIRMAN  
RANDY J. BOATRIGHT  
STEPHANIE SHEARER

February 20, 2011

Mr. Nick Fleege, President  
BTX Schools, Inc.  
11485 N. 136<sup>th</sup> Street, Suite 109  
Scottsdale, AZ 85259

Dear Mr. Fleege:

On behalf of the George W. Brackenridge Foundation, I am delighted to offer BTX Schools, Inc. a conditional multiyear grant commitment of \$1,000,000 over the next eight years. This grant is conditioned initially upon BTX obtaining a Texas charter and committing to open a BASIS model campus in San Antonio by Fall 2013. Distribution of grant funds would begin with \$125,000 in January of 2013 with subsequent distributions to be set by mutual consent but in no case less than \$100,000 per year until the total of \$1,000,000 is reached, so long as performance and growth metrics are met, grant restrictions are observed, and the asset value of the foundation does not drop by more than 30%.

BTX and the Brackenridge Foundation can determine appropriate performance and growth metrics by mutual consent for distributions after the initial 2013 distribution.

The relevant grant restrictions are (1) BTX must maintain its 501c3 status and (2) funds may not be used for any political campaign purposes, to carry on propaganda or otherwise attempt to influence in any manner legislation of any governmental body, to influence the outcome of any public election, to carry on directly or indirectly, any voter registration drive, or to make any payment or use of Grant funds for any purpose other than charitable purposes described in Code section 170 (c)(2)(B).

It would be hard to overstate our excitement about the potential to have a top ten school nationally growing in San Antonio and then hopefully spreading throughout the state. Since your parent information meeting, the Brackenridge trustees have been overwhelmed with emails and phone calls from parents and other members of the community asking what they can do to make this dream a reality for San Antonio school children.

So please know that beyond the grant and my serving on the BTX board, the Brackenridge team and many others stand ready to assist BTX in any way we can.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria B. Rico".

Victoria B. Rico  
Chairman & Trustee

VBR/km

cc:

Randy J. Boatright, Trustee  
Stephanie Shearer, Trustee  
Emily Thuss, Grant Consultant

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date"), by and between BASIS EDUCATIONAL GROUP, INC., an Arizona corporation ("BEG"), whose address is 11485 136<sup>th</sup> Street Scottsdale AZ 85259 and BDC, INC., a District of Columbia nonprofit corporation ("BDC"), whose address is \_\_\_\_\_, Washington DC \_\_\_\_\_. BEG and BDC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS:

A. BDC operates a charter school pursuant to a charter contract with the District of Columbia Public Charter School Board (the "DCPCSB").

B. Among other things, BEG provides comprehensive educational and support services to charter schools.

C. BDC wishes to engage BEG to provide the Services (as described in Section 4 below) to BDC in connection with the development and operation of BDC's charter school or charter schools (the "Charter School" or "Charter Schools"), and BEG is willing to accept such engagement and provide the Services to BDC, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENTS:

#### 1. Engagement; Board Authority; Relationship.

1.1 Engagement. BDC hereby: (i) engages BEG for the purpose of providing the Services; and (ii) grants BEG the right, power and authority necessary to perform the Services upon the terms and conditions set forth herein, to the full extent permitted by applicable law. BEG hereby accepts such engagement, for the term set forth herein, to act on behalf of BDC for the purposes set forth herein, with such authority as delegated to BEG herein or by subsequent BDC Board of Director (the "Board") resolutions, subject to the terms and conditions of this Agreement, District of Columbia ("DC") charter school law (the District of Columbia School Reform Act of 1995, DC Statutes §38-1800.01 *et. seq.*, the "Act"), and other applicable law, and each charter contract that BDC may enter into with the DCPCSB or other DC authorizing authority (any or all such contracts, the "Charter Contract").

1.2 Board Authority. Notwithstanding any provision contained herein, BEG acknowledges and agrees that BDC is and shall be governed by its Board, which is responsible for overseeing this Agreement and all corporate operations. BEG shall provide the Services to BDC subject to the Board's direction, oversight and policies, the requirements of this Agreement the Act and other applicable law. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, contractual and fiduciary responsibilities governing all Charter-School and corporate operations. The Board has, and shall retain, the right to exercise its judgment in accepting or rejecting BEG's recommendations related to the Services.



### 1.3 Relationship of the Parties.

1.3.1 The Parties agree that, subject to the Act and applicable laws, regulations, duties and obligations of the Parties, BDC and BEG shall carry out their respective rights, duties and obligations under this Agreement in a cooperative manner and to minimize disruption in the orderly functioning and administration of BDC.

1.3.2 BDC designates BEG, its teachers, administrators, counselors and clerical staff, as agents of the Charter Schools, having a legitimate educational interest for the purpose of entitling such persons, access to education records under The Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

1.3.3 There shall be no modification of, addition to, or deletion from (any or all of the foregoing, a "Modification") the Services, unless set forth in a writing and signed by the Parties.

1.3.4 The relationship between BDC and BEG is based solely upon the terms of this Agreement and any other written agreements between BEG and BDC. This Agreement shall create only an independent contractor relationship and shall not be construed or interpreted to create an employer-employee, partnership, joint venture or other legal relationship or entity. While performing under this Agreement, neither Party shall represent the other Party in any dealings or transactions except as expressly authorized herein and neither Party shall represent any relationship except for the relationship specified herein. Neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty and each Party shall be solely responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors. Except as expressly stated herein, BEG is not authorized to act on behalf of BDC and any attempt to do so shall be null and void.

2. **Term; Termination.** Subject to Section 13 of this Agreement and unless earlier terminated as provided herein, the term of this Agreement shall commence on 1, 2011, and shall terminate, without further notice, on June 30, [2017], except that either Party shall have the right to terminate the Agreement at any time after the first anniversary of the Effective Date upon written notice delivered on or before April 1 of any fiscal year for termination on June 30 of such fiscal year. BEG's Services shall cease upon the termination of this Agreement unless the term of this Agreement is renewed or extended by mutual agreement of the Parties. Upon expiration or termination of this Agreement for any reason, BEG shall be entitled to, and shall promptly receive, all fees and reimbursement of all expenses pursuant to Sections 6 and 7 hereof. The term of each "Charter School Appendix" (as defined in Section 4.1 of this Agreement) shall be as set forth in the Appendix applicable to such Charter School, but shall be no less than 2 years from the Funding Date (defined below) for such Charter School. Termination or expiration of any Appendix shall have no effect on this Agreement or on any other Appendix.

### 3. **Responsibilities of BDC.**

3.1 **BEG Recommendations.** BDC is responsible for overseeing all corporate activities and operations of BDC and has discretion in selecting a services company to assist with operating BDC. In determining BDC's operations and activities, BDC shall, in good faith, consider the recommendations of BEG on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets, subject to the constraints of the Act and applicable law and the requirements of the Charter Contract. After conferring with BEG on its recommended course of action, unless the Board adopts a viable alternative to BEG's recommendations consistent with BDC's ongoing programs and operational objectives, the Board's failure or refusal to adopt BEG's recommendations may, at BEG's

discretion, be deemed a Default which shall entitle BEG, at its option, to terminate this Agreement under Subsection 15.1.2 of this Agreement.

**3.2 Facilities.** BDC is responsible for the lease or acquisition and continuing ownership or tenancy of school facilities and will provide such facilities and all materials as well as all equipment and supplies that are necessary and appropriate to provide an adequate learning environment for its students and that comply with all of the requirements of the Charter Contract and applicable law.

**3.3 Cooperation.** BDC shall cooperate with BEG in promptly furnishing all information and documents and submitting all forms and reports that may be necessary or convenient for BEG to properly perform its responsibilities under this Agreement. Further, BDC shall cooperate in scheduling and related matters, including providing timely written notice of all Board meetings. A BEG representative shall be entitled to attend, as an observer, all general Board discussions, but not executive sessions.

**3.4 Legal Counsel.** BDC shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Act, this Agreement and applicable law.

**3.5 Charter Contract.** BDC shall not act, or fail to act, in any manner that may cause BDC to breach its Charter Contract.

**3.6 Evaluation of BEG.** BDC shall evaluate the performance of BEG each year to provide BEG with an understanding of the Board's view of its performance under this Agreement. An informal pre-evaluation shall occur during June of each fiscal year followed by a formal written evaluation within 45 days after the end of such fiscal year. BDC shall have the right to terminate this Agreement and the Services, under Section 2 of this Agreement, if BEG fails to meet its performance objectives as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

**3.7 Place of Performance.** BDC shall provide BEG with reasonable office space at BDC to perform the Services. However at BDC's option, BDC may require BEG to obtain comparable and adequate office space off BDC's property or such circumstances may arise that adequate space on Charter School property is not available. In either case, BDC shall reimburse BEG or pay directly BEG's reasonable costs associated with such off-site office space that are attributable to BEG's performance hereunder. Except as prohibited by the Charter Contract, the Act or other applicable law, BEG reserves the right to perform a portion of the Services off-site at other locations.

**3.8 Charter School Budget.** BDC is responsible for adopting an annual charter school budget or budgets for each fiscal year in a timely manner and as required by applicable DC law (each or collectively, the "Annual Budget") that has adequate resources to fulfill its obligations under the Charter Contract and this Agreement, including, but not limited to, its oversight of BEG, operations and activities of the Charter Schools operated by BDC, payment of employee costs (if any), equipment, insurance, annual financial audits and other expenses, and, with respect to revenues, including DC's per-student payments, other DC funding, federal funding, local funding, grants, donations, contributions, operational and activities revenues and all other revenues (collectively, the "Revenues"). To that end, each fiscal year, the Board will adopt an Annual Budget as and when required by applicable DC law. In addition, BDC is responsible for approving revisions and amendments to such Annual Budget to reflect necessary deviations from the adopted Annual Budget.

**3.9 Communication and Notice.** BDC agrees to communicate with BEG and timely notify BEG of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect BEG in complying with its obligations and responsibilities hereunder.



#### **4. Responsibilities of BEG.**

**4.1 Services.** BEG shall, subject to the Board's authority, manage, oversee and supervise BDC's Charter Schools' Development Office, as expressly delineated and defined on Exhibit "B" hereto ("Charter School Services") and all the operations and activities of the Charter Schools to be operated by BDC hereunder as expressly delineated and defined on Exhibit "C" hereto ("School Management Services"). (Charter School Services and School Management Services, together the "Services") and, in consideration of BEG's Fee and required reimbursements shall provide BDC with the Services. For each Charter School, the Parties will enter into a Charter School Appendix in the form of Exhibit "D" hereto. Each such Appendix will identify the Charter School, set forth the compensation to be paid BEG for School Management Services for such Charter School (the "Fee"), and be signed and dated by the Parties, whereupon such Charter School Appendix shall become a part of this Agreement as fully as if set forth herein and will constitute a separate agreement between the Parties. BEG shall provide the Services in a competent and efficient manner in accordance with the standard of performance within the industry in DC. BEG agrees that any faculty or staff provided by BEG will be skilled and trained in the relevant professional discipline for such Services and subject to all DC and federal requirements.

**4.2 Compliance.** BEG acknowledges that this Agreement is subject to the terms of the Charter Contract(s), the Act and other federal and DC laws applicable to charter schools. BEG agrees that to the extent applicable to the Services, BEG will comply with the terms and provisions of the Charter Contract(s), the Act and other federal and DC laws applicable to charter schools and the performance of the Services. If BDC is, at any time, determined to be out of compliance, BEG shall cooperate to correct such deficiency and shall participate in any corrective action plan approved by DCPCSB, or any other federal or DC agency, to remedy such noncompliance to the extent that the noncompliance and corrective action are related to the Services.

**4.3 Contracting.** Except as expressly prohibited by the Charter Contract(s), the Act or other applicable law, BEG may contract or subcontract all or any part of the Services required by this Agreement delegating the performance of, but not the responsibility for, any duties and obligations of BEG hereunder to a qualified independent contractor, expert or professional advisor. Notwithstanding the foregoing, the costs or expenses of such contracts or subcontracts shall not be either a "Pass-Through Expense" or a "Direct Payment" as defined in Exhibit C, unless either: (i) BDC gave its prior approval to such contract or subcontract or (ii) the expenses are within the "Category Cap" defined in Exhibit C.

**4.4 Acquisitions.** Any acquisitions BEG makes with BDC funds including, without limitation, instructional materials, equipment, supplies, furniture, computers or other assets, shall be owned by and remain the property of BDC. BEG shall not add any administrative charges or fees to the cost of such acquisitions in excess of the fees and charges specified herein. All property or assets acquired by BEG with its own funds shall be owned by and remain the property of BEG.

**4.5 Communication and Notice.** BEG agrees to communicate with the Board and timely notify the Board of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect the Board or BDC.

**4.6 BEG Offices.** Although BEG may maintain other offices at other locations, subject to Subsection 3.7 of this Agreement, BEG shall maintain administrative offices related to BDC in BDC's facilities.

**4.7 Other Services.** The Services to be provided by BEG to BDC under this Agreement comprise only those duties, responsibilities and obligations of BEG expressly stated herein.

BEG shall not be obligated to provide any additional or other services or personnel to BDC except as may be mutually agreed in writing between BEG and the Board in compliance with Subsection 16.19 of this Agreement.

## **5. Representations and Warranties.**

**5.1 BDC's Representations and Warranties.** BDC hereby represents and warrants to BEG that:

**5.1.1** it is duly organized and existing as a DC nonprofit corporation and an educational institution or organization established under the Act and is in good standing under the laws of DC; it will maintain, extend and renew its corporate existence under the laws of DC, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated its activities restricted or its nonprofit, 501(c)(3) status rescinded;

**5.1.2** it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

**5.1.3** the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by BDC under any other instrument or agreement to which BDC is a Party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over BDC;

**5.1.4** it is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations; (ii) wage or salary obligations and related benefits and payroll taxes; and (iii) leases for real and personal property, where such breach or default may adversely affect BDC's required performance under this Agreement;

**5.1.5** there are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and

**5.1.6** prior to the Board's approval and BDC's execution and delivery of this Agreement each member of the Board and BDC's legal counsel were given ample opportunity to review and discuss this Agreement.

**5.2 BEG's Representations and Warranties.** BEG hereby represents and warrants to BDC that:

**5.2.1** it is duly organized and existing as an Arizona corporation and is in good standing under the laws of the State of Arizona; it will maintain, extend and renew its corporate existence under applicable laws, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted;

**5.2.2** it has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

**5.2.3** the execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by BEG under any other instrument or agreement to which BEG is a Party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over BEG;

5.2.4 there are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and

5.2.5 prior to BEG's execution and delivery of this Agreement, BEG and its legal counsel were given ample opportunity to review and discuss this Agreement.

5.3 **Disclaimer of Warranty.** BEG makes no expressed or implied warranties as to any matter whatsoever with regard to any equipment, materials or supplies purchased on behalf of or for use at BDC including, without limitation, the condition of any such item, its merchantability or fitness for any particular purpose. No defect or unfitness of any equipment, materials or supplies shall relieve BDC of its obligations to pay for use of the item or of any other obligation under this Agreement. Notwithstanding the foregoing, BEG shall enforce any existing manufacturer warranties on all equipment, materials or supplies purchased on behalf of or for use at BDC.

## **6. Compensation; Fee.**

6.1 **Charter School Services.** In consideration of BEG's being engaged to provide School Management Services for the Charter Schools, BEG will provide Charter School Services for no compensation, but shall be reimbursed by BDC for 100 percent of BEG's reasonable and pre-approved costs and expenses in connection with or related to Charter School Services. For purposes of this provision, those costs and expenses that are incurred by BEG on behalf of BDC for Charter School Services and that are within up to 110 percent for such cost or expense in the BDC approved budget for Charter School Services shall be considered "pre-approved" and therefore do not need separate approval by BDC.

6.2 **BEG's Fees.** From and after the time a Charter School is awarded federal, DC or local funding ("Funding Date"), BDC shall pay BEG a Fee for School Management Services as set forth in the applicable Charter School Appendix.

6.3 **Invoices; Late Fees.** BEG will submit invoices by the 12th day of each billing month. All BEG invoices are due and payable as specified therein. If BDC fails to pay an invoice in full within 30 days after the invoice date, interest shall accrue on the outstanding balance at a rate of 1.5 percent per month. Without affecting its right to earlier terminate this Agreement under Subsection 15.1.1 of this Agreement, BEG reserves the right to cease providing the Services if BDC's account remains past due for more than 90 days until such time as BDC's account is brought current.

6.4 **Reasonable Compensation.** Prior to this Agreement being executed, BDC shall engage a qualified consultant to determine whether the Fee under this Agreement is reasonable compensation for the School Management Services. If the qualified consultant determines that the Fee is not reasonable compensation for the School Management Services, the Parties shall negotiate in good faith an adjustment to the Fee that constitutes reasonable compensation for the School Management Services, as confirmed by such qualified consultant.

## **7. Financial Obligations.**

7.1 **Annual Audit.** BDC shall be responsible for the cost of any annual audit required by the Charter Contract and the Act and applicable law. BEG shall cooperate in the preparation of the annual audit and any other accounting reviews which are undertaken by independent auditors approved or selected by the Board and paid from BDC funds. BEG shall make all of BDC's financial and other records related to BDC available to the auditor as required by applicable law. BEG shall produce such records at BDC's offices.



**7.2 Expenses.** BDC shall also be responsible for all expenses of BDC (other than expenses that are included in the Fee, as set forth in Exhibit C) and BEG shall have no obligation to pay such expenses from its own funds. BEG may incur and pay Pass-Through Expenses and Direct Payments, as those terms are defined in Exhibit C, and accordance this Section 7.2.

**7.2.1** Without limiting the foregoing, in addition to BEG's Fee, BDC shall make Direct Payments or permit Pass-Through Expenses (as each of those terms is defined in Exhibit C), for all costs and expenses incurred for, without limitation: (i) salaries, wages, benefits and workers' compensation insurance premiums for faculty and staff; (ii) required payroll taxes withholdings and other amounts due with regard to payroll; (iii) all debt service, including, without limitation, any bond finance debt; (iv) educational services and materials and any other expense that is not included in BEG's Fee that is necessary for the operation of the Charter Schools and is within the approved budget levels.

**7.2.2** For those expenses that are payable directly by BDC, BDC shall authorize and establish a BDC account for which appropriate BEG representatives are permitted signers on the account and shall fund such an account on a quarterly basis with sufficient funds to permit BEG to make Direct Payments for BDC's legitimate and ordinary operating expenses such as utility bills and office supplies.

**7.2.3** BDC shall engage an independent certified public accountant to conduct a quarterly agreed-upon procedure ("AUP") to review and test BDC cash disbursements for costs and expenses in order to determine whether such disbursements are properly supported, accurately recorded and processed in accordance with BDC's internal control policies and procedures. The AUP shall include provisions to allow BEG fifteen days from a notice of deficiency in which to respond to and/or cure any such deficiency identified by the independent certified public accountant during the AUP process; provided, however, for any deficiency remaining after such time period BEG shall reimburse, within 15 days' notice of the determination of a remaining deficiency, any disbursement which the independent certified public accountant determines was not accurately recorded and processed in accordance with BDC's internal control policies and procedures.

**7.3 Deposits; Banking.** BDC shall select depository institutions and accounts for all funds received by BDC; and all funds received by BDC shall be deposited in such accounts. All interest and investment earnings on BDC's deposits shall accrue to BDC. The signatories on such accounts shall be designated by the Board, but may include representatives of BEG with limits of authority to be set by BDC.

**7.4 Account Management.** BEG shall supervise, manage, disburse and account for all revenues consistent with the Annual Budget, this Agreement, the Charter Contract, Board resolutions and applicable law. Revenues shall be used to pay for the fees or expenses associated with BDC's operation. BEG shall provide the Board regular, accurate and complete documentation for disperse fees and expenses for approval or ratification by the Board. The Board retains the authority to disapprove expenditures not within BDC's approved budget nor otherwise approved by the Board.

**7.5 Marketing Costs.** Marketing and development costs paid by or charged to BDC shall be limited to those costs specific to BDC, and shall not include any costs for the marketing and development of BEG or BEG's other clients.

**7.6 Availability of Funds.** BEG shall only be required to perform its duties and obligations hereunder to the extent that there are sufficient and timely Revenues available to make payments in accordance with the terms of the Annual Budget, unless such budget shortfalls are caused by or arise from BEG's own grossly negligent or intentional acts or omissions.

7.7 **BEG's Other Clients.** BDC acknowledges that BEG may have other school clients. BEG shall maintain separate accounts for each client and shall only charge BDC for expenses incurred by or on behalf of BDC.

## 8. **Staffing.**

8.1 **Employees.** Unless expressly provided otherwise herein, all of the faculty, staff and administrators assigned to BDC shall be employees or contractors of BEG. Subject to applicable DC law and Subsection 8.1.1 of this Agreement, BEG shall hire, supervise, manage and discharge all employees affiliated with BDC. BEG shall have the responsibility and authority to recommend for Board approval non-management staffing levels required for the operation of BDC. BEG shall provide the Board, in writing, the level of compensation and fringe benefits provided to non-management BEG employees assigned to BDC and, if and to the extent required by applicable federal or DC law, shall provide the same information for management BEG employees assigned to BDC.

8.1.1 Notwithstanding the foregoing, but subject to and in compliance with BDC's and BEG's contractual obligations and labor and employment agreements, the Board shall retain the right to request the removal or replacement of any employee assigned to BDC.

8.2 **Compliance; Personnel Background Checks.** All faculty, staff, administrators and other personnel provided by BEG and assigned to BDC shall comply with all federal and DC laws applicable to school personnel, including, without limitation, initial and updated criminal background checks and clearances, which shall be processed by BEG.

8.3 **Site Management; Other Employees.** Subject to BEG's unfettered rights with respect to management and structure of its own management and staff, site managers shall be employed and paid by BEG, without reimbursement by BDC for such wages, salaries, benefits, payroll taxes, withholdings or other payroll costs from and after the Funding Date, but prior to the Funding Date shall be reimbursed by BDC. All other faculty, staff and employees assigned to BDC, whether fulltime or part-time, shall be employed and paid by BEG, but BDC shall directly and fully reimburse BEG for the total expense of all such employees' wages, salaries, benefits, workers' compensation insurance premiums, payroll taxes or other payroll costs (not deducted from the employees' gross pay).

## 9. **Insurance.**

9.1 **General Liability Insurance.** Each Party shall, at its own expense, maintain general liability insurance, including, without limitation, bodily injury and property damage insuring itself with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit of liability coverage. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

9.2 **Workers' Compensation Insurance.** Each Party shall maintain workers' compensation insurance as required by law to cover their respective employees (if any) and shall provide the other Party with a certificate or certificates of such insurance. The cost of such insurance shall be paid as specified herein.

9.3 **Automobile Insurance.** Each Party shall, at its own expense, maintain comprehensive automobile insurance, insuring itself with a minimum of \$1,000,000.00 combined single limit and naming the other Party as an additional insured. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

9.4 **Cancellation; Subrogation.** Each insurance policy required herein shall provide for not less than 10 days written notice to the other Party in the event of cancellation or material change of coverage. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all rights of subrogation which might otherwise exist (and the certificate required herein shall indicate such waiver of subrogation).

10. **Indemnification.** Each Party agrees to indemnify, defend, save and hold the other Party, and its directors, officers, employees, agents and other representatives harmless for, from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to the indemnifying Party's: (i) negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business.

11. **Intellectual Property Rights.** In connection with the Services, BEG may furnish BDC with curriculum, testing, analysis, reports, programs, procedures or other information or materials (collectively, "Materials") that have been or will be authored, originated, discovered and invented by or for BEG and of which BEG is deemed to be the author and originator (collectively "BEG's Materials"). The Parties agree that BEG shall have and retain all right, title and interest in and to BEG's Materials and that BEG shall have all rights to sell, assign or otherwise transfer any right, title or interest in such BEG's Materials and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. BEG retains the right to sell any of BEG's Materials. In the event BDC is held, for any reason, to have any right, title or interest in and to any of BEG's Materials, regardless of the media and whether or not copyrighted or copyrightable, trademarked or registerable, patented or patentable, BDC hereby unconditionally and irrevocably transfers and assigns such right, title and interest in and to BEG as an essential part of the consideration for this Agreement. BDC further agrees that it shall, within 5 days after receipt of a written request from BEG, execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of BEG's Materials under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101, 1976) or any succeeding law.

12. **Trademarks.**

12.1 **License Grant.** BEG hereby grants to BDC the revocable, non-exclusive right to use the BASIS and BASIS SCHOOL trademarks (the "Marks"), solely in connection with BDC's performance under this Agreement to operate the Charter Schools and only in connection with Charter Schools for which BEG provides the Services (the "License"). The License includes the right and obligation to use the BASIS mark in the name of the Charter School, with the name of the city, or other geographic designation, in which the Charter School campus is located.

12.2 **Term of License.** The License shall terminate for a particular Charter School when BEG is no longer providing the Services for such Charter School or upon the termination of this Agreement. Upon termination of the License for a particular Charter School, BDC shall immediately cease all use of the Marks in connection with that Charter School, except that BDC shall have up to 30 days following termination to change the name of the Charter School that incorporates the BASIS mark to a name that does not contain the BASIS mark. Upon termination of the License due to termination of this Agreement, BDC shall immediately cease all use of the Marks, except that BDC shall have up to 30 days following termination to change the names of the Charter Schools that incorporate the BASIS mark to names that do not contain the BASIS mark.

12.3 **BEG Rights.** BDC shall acquire no rights in the Marks under the License, except the right to use the Marks as permitted by the License. All use of the Marks by BDC under the License



shall be on behalf of and inure to the benefit of BEG. BDC acknowledges the validity of BEG's title in and to the Marks and agrees not to contest BEG's title or commit any acts in derogation thereof.

**12.4 Quality Control.** BDC agrees that the quality and nature of its use of the Marks pursuant to this License shall conform to the standards set by and be under the control of BEG, which standards BEG may modify from time to time. BEG shall have the right at all reasonable times to inspect the nature and quality of BDC's use of the Marks.

**13. Termination.** In addition to termination provisions that may be set forth in Section 2 of this Agreement or in the Charter School Appendices, this Agreement may be terminated as follows:

**13.1 Agreement.** Without further notice and without further liability to either Party, either party has the right to terminate the Agreement:

**13.1.1** If, at any time, BDC determines in good faith that BDC's participation in this Agreement will result in denial of its application for, or the loss of, its tax-exempt status as a Section 501(c)(3) tax-exempt organization based upon enforcement actions of the IRS against other similarly situated organizations or upon an IRS investigation of BDC, BDC may terminate this Agreement in accordance with this Section 13. BDC shall not exercise its right to terminate this Agreement pursuant to this Section 13 unless BDC has made a good faith determination that the termination of this Agreement is necessary to preserve its tax-exempt status. BDC shall give BEG at least 30 days' prior written notice of its intent to terminate the Agreement pursuant to this Section 13. In addition, BDC shall provide BEG with an analysis as to why such action is necessary. If requested by BEG, BDC shall meet and confer with BEG to determine whether some other course of action could be taken which might satisfy BDC's concerns; or

**13.1.2** If a Party is in breach of a material provision of this Agreement and has failed: (a) to cure the breach within 60 days of written notice ("Cure Period") from the non-breaching Party specifying the breach; or (b) to take substantial steps toward a cure within the Cure Period if the breach is incapable of cure within the Cure Period.

**13.2 Charter School Appendix.** Without further notice and without further liability to either Party, a Charter School Appendix shall terminate if:

**13.2.1** The governing body of DC fails to appropriate funds for the operation of charter schools in DC. In such an event, that Charter School Appendix shall terminate on the last date that such funds are appropriated for the operation of Charter Schools covered by that Charter School Appendix; or

**13.2.2** BDC's Charter Contract is revoked or not renewed, or is surrendered after receiving a Notice of Intent to Revoke Charter or Notice of Intent to Non-Renew, by or from the DCPCSB. In such an event, the Charter School Appendix shall terminate on the date the Charter Contract expires or on the date of revocation, non-renewal, or surrender, as applicable; or

**13.2.3** The other Party is in breach of a material provision of the Charter School Appendix, or a provision of the Agreement that affects only that particular Charter School and has failed: (a) to cure the breach within the Cure Period; or (b) to take substantial steps toward a cure within the Cure Period if the breach is incapable of cure within the Cure Period.

**14. Dispute Resolution.** In the event of any disagreement, claim, dispute, controversy or other matter (collectively "Dispute") in question between the Parties (including the question of what

issues can be mediated or arbitrated and the validity of this Section 14) arising out of, or relating to this Agreement, or any breach of this Agreement, the Parties agree to submit the Dispute first to non-binding mediation and then to binding arbitration.

14.1 **Mediation.** Any Dispute may be submitted to mediation upon mutual agreement of the parties prior to arbitration or litigation. If the parties agree to submit the Dispute to mediation, the Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the DC metropolitan area unless the Parties mutually agree to another location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14.2 **Arbitration.** In the event the parties do not agree to engage in mediation or if the Dispute is not resolved through mediation, the Parties may agree to submit the Dispute to binding arbitration. If the Parties mutually agree, in writing, to arbitrate such Dispute, the following terms and conditions shall apply to the arbitration:

14.2.1 The Dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA as then existing, to the extent such rules are not inconsistent with the provisions of this Section 14, but shall not be arbitrated by an AAA tribunal, or administered by the AAA, unless specifically agreed to, in writing, by the Parties. Each of the Parties shall keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

14.2.2 Notice of the demand for arbitration shall be given in writing to the other Party in the manner provided for notice by Subsection 16.8 of this Agreement. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Unless otherwise agreed in writing by the Parties, either the Parties or their legal counsel shall, within 30 days following notification of the arbitration, mutually agree upon, qualify and select an arbiter. In the event the Parties cannot mutually agree on one arbiter, an arbitration panel, composed of 3 arbiters, shall be selected in the following manner: each of the Parties, or their respective legal counsel, as the case may be, shall, within 40 days after one Party notifies the other of his, her or its intent to arbitrate a Dispute, each select an arbiter and the 2 arbiters shall, within 15 days following notification of their selection, select a third arbiter. In the event either Party fails to timely select an arbiter, the arbiter selected by the other Party shall be the sole arbiter and shall hear the Dispute. In the event each Party selects an arbiter, and the selected arbiters cannot decide upon a third arbiter for the panel, the third arbiter shall be qualified and selected by the then presiding judge of the DC Superior Court from a list of 5 arbiters provided by the AAA; such qualification and selection to be completed within 10 days following the presiding judge's receipt of the arbiter list required herein. To qualify to arbitrate any Dispute under this Section 14, the arbiter must be a licensed attorney in the jurisdiction wherein the proceedings occur, must have practiced law in such jurisdiction for a minimum of 10 years and must have a minimum of 5 years' experience in the area of the law primarily implicated by the Dispute. If the Parties cannot agree on the "primary" area of law implicated, they shall select arbiters with a minimum of 5 years' experience in business and contract law. Once qualified and notified of his or her selection, the arbiter (or arbitration panel, as applicable) shall hear the Dispute within 60 days and render a written legal opinion and decision, specifying the factual and legal basis for the decision, within 20 days thereafter (or as soon thereafter as is practicable and justified under the circumstances). In the case of an arbitration panel, the opinion of the majority of the arbiters shall be adopted as the panel's opinion.

14.2.3 Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbiter upon good cause being shown. In ruling on motions pertaining to discovery, the arbiter shall consider that the purpose of arbitration is to provide for the efficient and inexpensive



resolution of Disputes, and the arbiter shall limit, expedite or order discovery whenever appropriate to insure that this purpose is preserved. For the purposes of this section, the term “Discovery” shall not be applied to the absolute right of BDC to obtain all documents and records held by or in the possession of BEG that are rightfully and properly the property and records of BDC. The arbiter shall not have the authority to limit BDC’s access to or use of any property and records of BDC that may be held by or in the possession of BEG, but the arbiter does have the authority to order BEG to produce to BDC all of BDC’s original property and records.

14.2.4. The decision and award rendered by the arbiter shall be based upon applicable law and judicial precedent and shall be final, conclusive and binding upon each of the Parties. Judgment may be entered upon the arbiter’s decision in accordance with applicable law in a court having jurisdiction thereof. Any such award by the arbiter shall include recovery by the prevailing Party of the costs and expenses of the proceeding, including reasonable attorneys’ fees; provided that, if neither Party prevails, the expenses of arbitration (other than attorneys’ fees) shall be borne equally between the Parties. Any such award by the arbiter shall not include the award of punitive damages in excess of an amount equal to the compensatory damages awarded in the proceeding.

14.3. Litigation. If the parties do not mutually agree, in writing, to submit the Dispute to binding arbitration, either party may bring suit as allowed and contemplated under Section 16.10 herein.

## **15. Default; Remedies.**

15.1. Default. A “Default” is defined as the failure by a Party to observe, comply with or perform any of the terms, covenants or conditions applicable to such Party under this Agreement, where such Party fails to cure such Default within the applicable grace period specified herein, and shall entitle the non-defaulting Party to pursue the remedies set forth in Subsection 14.2 of this Agreement. Specific Defaults and cure periods are set forth below:

15.1.1. The failure by BDC to make any payment of the Fee or to reimburse any cost or expenses as and when due, where such failure continues for a period of 5 calendar days following written notice thereof to BDC by or on behalf of BEG;

15.1.2. The failure by either Party to observe, comply with or perform any obligation under this Agreement, other than those described in Subsection 15.1.1 of this Section 15, where such Default continues for a period of 60 days after written notice thereof by or on behalf of the non-defaulting Party to the defaulting Party; provided, however, that if the nature of the Default is such that more than 60 days are reasonably required for its cure, then it shall not be deemed to be a Default of this Agreement if the defaulting Party commences such cure within said 60-day period and thereafter diligently prosecutes such cure to completion; or

15.1.3. The occurrence of any of the following events: (i) the making by a Party of any general arrangement or assignment for the benefit of creditors; (ii) a Party becomes a “debtor” as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against such Party, the same is dismissed within 90 days); (iii) the appointment of a trustee or the judicial appointment of a receiver to take possession of substantially all of a Party’s assets, where possession is not restored to such Party within 90 days; or (iv) the attachment, execution or other judicial seizure of substantially all of a Party’s assets, where such seizure is not discharged within 90 days.

15.2. Remedies. If either Party defaults hereunder, the non-defaulting Party may, at its option (but without obligation to do so), perform such duty or obligation on the defaulting Party’s behalf. The costs and expenses of any such performance shall be due and payable by the defaulting Party to the other Party immediately upon invoice therefor. In the event of a Default of this Agreement by either

Party (which is not timely cured), with or without further notice or demand, the non-defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of DC.

**16. General Provisions.**

**16.1 Incorporation of Recitals.** Recitals "A" through "C" above are acknowledged by the Parties to be true and correct and are incorporated herein as a material part of this Agreement.

**16.2 BDC Records.** Financial, educational and other records pertaining to the Charter Schools operated by BDC, whether or not generated or maintained by BEG, are BDC property, and such records may be subject to inspection and copying under applicable law. BDC records will be kept and maintained at each Charter School and/or on BDC property. The physical location and access to all records of the Charter Schools operated by BDC shall fully comply with the Act and other applicable laws. Upon expiration or earlier termination of this Agreement BEG shall, within 30 days, turn over to BDC all BDC's records in whatever form (on paper, electronic or otherwise), which shall be retained by BDC and thereafter maintained by the Board. BEG may make and keep one copy of all books and records which BEG is permitted to retain under applicable law.

**16.3 No Delegation of Authority.** Nothing in this Agreement shall be construed as: (i) delegating to BEG any of the powers or authority of the Board which are not subject to delegation by the Board under the Act or other applicable law; or (ii) interfering with the Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of BDC. Furthermore, notwithstanding any contrary provision contained herein, no provision of this Agreement shall be construed to prohibit the Board from acting as an independent corporate governing body.

**16.4 Statutory Requirements.** BEG acknowledges that BDC must comply with all the financial requirements for its Charter Schools under applicable DC law. BEG agrees to provide such details and documentation related to BEG's Initial-Year Fee, BEG's Annual Fee, New Facilities Fees and the Services as are reasonably necessary for BDC to meet its accounting and reporting obligations. Upon reasonable written notice, BDC and its designees shall have the right to review and audit BEG's books and records as they relate to this Agreement, including the right to make copies.

**16.5 Force Majeure.** If performance by BEG or BDC of any of their respective obligations under the terms of this Agreement is interrupted or delayed by an act of God, by acts of war, riot, terrorism or civil commotion, by an act of the state, by fire or flood, or by the occurrence of any other event beyond the control of the Parties, the Parties shall be excused from such performance for the same amount of time as such occurrence lasts or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated. The Parties agree to act diligently to remedy the cause of any delay subject to this Subsection 16.5. Each Party shall notify the other Party promptly after any occurrence subject to this Subsection 16.5 that may affect the Party's performance of its obligations under this Agreement.

**16.6 Assignment.** Neither Party may assign any of its rights, duties nor obligations under this Agreement without the other Party's prior written consent.

**16.7 BEG's Business Costs.** All expenses or obligations incurred by BEG in the operation of its business and its performance of duties hereunder, including without limitation, BEG's business overhead expenses, shall be borne by BEG and BDC shall have no obligation or liability for any fees, expenses or losses incurred by BEG except as expressly provided herein.

**16.8 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery (by hand delivery or courier), 2 days after

being sent by registered or certified United States mail, return receipt requested, postage fully prepaid or one day after being sent by a reputable, overnight express-mail service, addressed to the respective Party at its address as set forth above or to such other address as each Party shall, from time to time, specify in the manner provided herein.

**16.9 Severability.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

**16.10 Governing Law.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of DC, without reference to any choice-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in Superior Court of the District of Columbia or the United States District Court for the District of Columbia, and each Party hereto expressly and irrevocably consents to the jurisdiction of said court.

**16.11 Successors In Interest.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Parties.

**16.12 Time of Essence; Time Periods.** Time is of the essence of this Agreement and each and every provision of this Agreement. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in "days" shall mean calendar days. "Business day," when so identified, shall mean normal working days, excluding Saturdays, Sundays and federal or DC legal holidays. If the time for performance of any obligation due hereunder or the making of any election permitted hereunder is stated in "days" and expires on a Saturday, Sunday or federal or DC legal holiday, then the time for performance of such obligation or for the making of any such election shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**16.13 Indemnities; Survival.** The provisions of Sections 10, 11 and 14, and Subsections 1.3.4, 5.3, 12.2, 12.3, 16.16 and 16.17 shall survive the expiration or termination of this Agreement.

**16.14 Waivers.** No waiver of any term covenant or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation of the same or any other term, covenant or condition hereof. A Party's consent to or approval of, any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

**16.15 Consents and Approvals.** Except as otherwise expressly provided herein, wherever in this Agreement the consent or approval of a Party is required to an act by or for the other Party, such consent or approval shall not be unreasonably withheld or delayed.

**16.16 Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.



**16.17 Attorney's Fees.** If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs and costs of appeal as determined by the court.

**16.18 Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original of this Agreement; provided, however, that this Agreement shall not be effective or enforceable unless and until it is executed by each Party.

**16.19 Amendments.** This Agreement may be amended or modified only in writing, signed by the Parties in interest at the time of the modification.

**16.20 No Third Party Rights.** No person or entity who is not a Party to this Agreement shall have any right to performance under this Agreement nor shall any person or entity who is not a Party to this Agreement have any right to enforce this Agreement.

**16.21 Captions; Interpretation.** Captions and headings are for convenience only and shall not alter the interpretation of any provision or be used in construing this Agreement. If the context requires, the use of the singular or plural (including the use of defined terms) shall also refer to the other. The word "including" is not exclusive; if exclusion is intended, the word "comprising" is used instead. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any Party. Each Party warrants and represents that it has read this Agreement in its entirety, that it understands each and every term and condition hereof, and that it has had ample time to seek the advice of its own legal counsel and other professional advisors before signing this Agreement. Accordingly, any rule of construction to the effect that ambiguities are to be construed against the drafting Party shall not apply to the interpretation of this Agreement or any amendment or exhibit hereof.

**16.22 Representative Signatures.** Any individual signing in a representative capacity hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement and has full authority and power to bind his principal to this Agreement. Each Party shall, upon the execution of this Agreement, deliver to the other Party documents evidencing such authority.

**16.23 No Disparagement.** During the term of this Agreement and for a period of 2 years thereafter, each Party agrees that neither it, nor its directors, officers, employees or agents shall defame or disparage the other Party, nor any of the other Party's directors, officers, employees or agents, to any third Party.

**16.24 Entire Agreement.** This Agreement including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement are superseded by this Agreement to the extent they relate to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

BASIS EDUCATIONAL GROUP, INC., an Arizona corporation

By: \_\_\_\_\_



Olga V. Block, its President

BDC, INC., a District of Columbia nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### PERFORMANCE OBJECTIVES

**PERFORMANCE AREAS:** In evaluating the performance of BEG after the Funding Date, the Board of Trustees of BDC will consider the following:

1. Fiscal Results
2. Compliance
3. School Enrollment and Graduates
4. Quality of Educational Output
5. Accomplishment of Strategic Goals

**METRICS:** In order to assess the degree to which BEG met or exceeded the Performance Objectives, the Board will consider the following metrics in each Performance Area:

1. Fiscal Results
  - a) Budget balance
  - b) Budget to actual expenditures and revenues
  - c) Debt service coverage ratio\*
  - d) Audit results\*
2. Compliance
  - a) Quarterly AUP transaction analysis by auditors
  - b) Contract compliance and legal compliance audit results\*
3. Enrollment and Graduates
  - a) Average enrollment levels
  - b) Number of high school students\*
  - c) Percentage of high school graduates\*\*
4. Educational Quality
  - a) DC CAS ( Comprehensive Assessment System) Scores /Gain Scores\*
  - b) BASIS Comprehensive scores ( grades 6, 7 and 8 as applicable)\*
  - c) AP results \*
  - d) IGCSE results\*
  - e) PISA school level results, if available. \*
  - f) US News Ranking, Washington Post Ranking, and other national Rankings\*\*\*
  - g) Quality of College Admissions\*\*
  - h) Waiting list for 5<sup>th</sup> grade
  - i) Other Awards and Recognitions

CONFIDENTIAL/ PROPRIETARY INFORMATION

5. Strategic Goals

- a) Recognition of BASIS DC program by outside experts
- b) Progress on additional BASIS DC campuses\*\*\*
- c) Additional items to be mutually agreed upon annually by BEG and BDC Board of Trustees.

\* may not be available for the first annual revenue

\*\* First applicable year depends on year of first graduating class

\*\*\* First applicable year to be agreed upon with Board of Trustees

## EXHIBIT B

### CHARTER SCHOOL SERVICES

1. Searching for, researching, and developing opportunities for additional charter school locations;
2. Developing options for potential sites for new BASIS charter schools;
3. Writing, submitting and pursuing new charter contracts as directed by the Board;
4. Writing, administering, and reporting on start up grants for Charter School sites;
5. Negotiating real estate purchase agreements, capital equipment purchases and leases for new sites;
6. Conducting financing negotiations for new sites;
7. Developing options for and selecting architectural firms for site development;
8. Developing options for and selecting contractors for site development and overseeing building and/or remodeling activities;
9. Marketing new charter schools in the community including the development and implementation of public-relations strategies for Charter Schools as well as conducting regular outreach efforts for Charter Schools;
10. Managing the student registration process prior to the Charter School opening;
11. Managing the search for, coordination of hiring for, and training of Heads of Schools, Head of Operations Middle School Directors, Upper School Directors, and Operations for Charter School sites;
12. Managing the planning and implementation of teacher training for new sites;
13. Providing services and, without prior approval or authorization of BDC, incurring reimbursable expenses not specifically enumerated above that BEG determines are required in connection with BEG's responsibility to manage, oversee and supervise all the operations and activities of the Charter Schools Development Office so long as the costs incurred for such services do not exceed 1% of the authorized budget level ("Cap") for the Charter Schools Development Office or any higher cap set by BDC.. Within 30 days of incurring expenses under this provision in the aggregate amount of the Cap or any higher cap set by BDC, BEG will notify the Chairman of BDC of such expenses.

## EXHIBIT C

### SCHOOL MANAGEMENT SERVICES

BEG shall provide the following 3 categories of services for the Charter Schools, Except as expressly noted in the list of representative services below, expenses related to these Services (including payroll expenses of site management employed by BEG) shall be paid by BEG from BEG's Fee .

**"Management Services"** means and comprises general management services, site management services and supervision of operations.

**"Operational Services"** means and comprises all teaching services and site administrative services (including enrollment, attendance, etc.).

**"Accounts Payable Services"** means BEG's management and supervision of all accounts payable and the Charter School's bank accounts, including the direct payment of the Charter School's bills and expenses by BEG on behalf of the Charter School from the Charter School's bank accounts, and management and supervision of the Charter School's bond reserve accounts.

**Types of Payment.** Reasonable costs and expenses associated with goods and services not covered by BEG's Fee may be paid by the Charter School by either of two methods, as determined by BEG: (1) such expenses may initially be paid by BEG then passed through BEG's accounting services and invoiced by BEG to the Charter School for reimbursement to BEG ("Pass-Through Expense"). All Pass-Through Expenses are in addition to BEG's Fee; or (2) BEG may pay such expenses from the Charter School's bank accounts ("Direct Payment"). Direct Payments shall be authorized and permitted for any of the Charter School's legitimate and ordinary expenses, including, without limitation, utility bills, supplies, building maintenance and repair, equipment maintenance and repair and all other ordinary or recurring business expenses. All Direct Payments are in addition to and not included in the Services fees and Pass-Through Expenses established in this Agreement.

The following list of services and the cost for same are representative of activities associated with one of the 3 categories of Charter School Services identified above, except as otherwise expressly stated herein:

#### Management Services

**Site Management.** Subject to BEG's right to restructure its management and staff, in its sole and absolute discretion, the typical site management at a mature school will comprise: (i) a Head of School; (ii) an Upper-School Director for each upper school; (iii) a Middle-School Director for each middle school and a Head of Operations. Site Management also includes:

1. Overall Management of the Charter School's academic program by the Head of School;
2. Overall Management of the Upper School by the Upper School Director;
3. Overall Management of the Middle School by the Middle School Director; and
4. Overall Management of the Charter School's physical plant and day-to-day operations by the Head of Operations.

#### Technology and IT Services:

1. Designing overall technology and IT system and strategy;
2. Assuring alignment of technology purchases with technology strategy;
3. Providing staff training on the technology and IT systems;
4. Designing overall data collection system; selecting and/or creating database systems; assuring compatibility and security of systems;
5. Managing IT staff at all school sites; and
6. Conducting research on future growth of technology and IT services and equipment and implementing changes and improvements.

Costs and expenses of the IT services provided at each Charter School site either by contract or by BEG employees and other direct costs related to technology and IT systems (e.g., computer and other technology repairs, software installation, internet connection maintenance, etc.) are not included in BEG's Fee.

#### Public Relations:

1. Developing the public-relations strategy for the Charter School;
2. Preparing and distributing press releases for the Charter School;
3. Conducting regular outreach efforts for the Charter School; and
4. Engaging firms for PR services as required.

Costs and expenses for services provided by PR firms are not included in BEG's Fee.

#### Development:

1. Identifying relevant grant opportunities;
2. Writing and administering of all grants for the Charter School;
3. Managing fundraising for the Master Teacher Programs;
4. Managing fundraising for special projects and needs; and
5. Contracting with outside fundraisers and/or providing fundraising staff at each school as required.

Costs and expenses for (i) services provided by outside fundraisers; (ii) expenses for fundraising staff at the Charter Schools; and (iii) fundraising costs including, but not limited to the costs of printing brochures, hosting events and travel, are not included in BEG's Fee.



Other:

1. Negotiating capital equipment purchases and leases for existing sites;
2. Maintaining the Charter School's corporate files and providing support for Board meetings;
3. Preparing DC-required annual reports for the Charter School;
4. Providing school calendars that meets DC requirements;
5. Providing time schedules for all Charter Schools;
6. Coordinating and supervising building and asset maintenance and repair; and
7. Planning staffing levels at each Charter School.

Costs and expenses related to building and asset maintenance and repair are not included in BEG's Fee.

**Operational Services**

Enrollment and Enrollment Maintenance:

1. Supervising operations related to:  
Enrollment - registration, waiting-list management and withdrawals  
Attendance  
Student Records
2. Creating manuals and time lines for policies and procedures and staff training related to:  
Enrollment - registration, waiting-list management and withdrawals  
Attendance  
Student Records
3. Conducting market analysis (demand for the Charter School's services)
4. Conducting student-retention analysis
5. Preparing periodic enrollment reports for the Board

SAIS – Student Automatic Information System

1. Contracting with database-system providers, updating and solving database problems.

Costs and expenses relating to contracting for database systems are not included in BEG's Fee.

2. Conducting data-entry training for site staff.
3. Supervising data entry.

4. Supervising data uploads.
5. Reconciling SAIS and Charter School database data.
6. Supervising SAIS legal compliance.

**Curriculum:**

1. Designing and publishing policies and procedures related to Board-approved Middle School grade promotion and<sup>6</sup>High School graduation requirements.
2. Designing and administering the Charter School's internal syllabi audit system (the audit system includes the curriculum alignment with DC standards), managing the system and supervising the process of AP course audits.
3. Designing the Charter School's students' and schools' progress assessment system, managing the system and training the teachers and administrators to use the system.
4. Supervising the administration of required DC assessments.

Costs and expenses related to external tests for students including, but not limited to, PSAT, SAT, AP Exams, Cambridge Exams, Latin National Exam, and the costs of external training related to these exams, are not included in BEG's Fee.

**Teachers:**

1. Conducting teacher recruiting.
2. Conducting in-house teacher-training programs in subject content, classroom management, assessment design, developmental psychology and federal and DC compliance, including special-education compliance.
3. Arranging training by outside experts and coordinating off-site individual teacher training and professional development activities.
4. Planning instructional staffing levels.

Costs and expenses related to teacher recruitment paid to third parties and the costs of food, lodging and space rental for teacher training as well as the costs and expenses of training or professional development courses for teachers provided and/or organized by other organizations including, but not limited to, AP course training, AIMS training and Cambridge Exams, are not included in BEG's Fee.

**Students:**

1. Creating policies and procedures and supervising operations related to:
  - Identifying and providing services to "Atypical Learners" (i.e., students that demonstrate atypical learning behavior: a faster or slower pace of learning than the average student);

- Identifying and providing educational services to students with special needs, in compliance with federal and DC laws and regulations, including DC-required reporting.
- 2. Finding, contracting and supervising licensed SPED staff at all school sites.
- 3. Supervising data collection and providing relevant data for DC monitoring and SPED audits.

Costs and expenses related to services provided to Atypical Learners and SPED services are not included in BEG's Fee.

### **Accounts Payable Services**

#### **Accounting**

- 1. Preparing proposed, adopted and adjusted versions of school budgets.
- 2. Preparing financial reports for all the Charter Schools.
- 3. Submitting budgets and financial reports to DCPCSB as required by applicable law.
- 4. Coordinating, preparing and providing audit data for annual audits.
- 5. Recording the Charter School's accounting data.
- 6. Preparing quarterly financial reports for the Board.
- 7. Preparing the Charter School's tax returns.
- 8. Managing accounts payable and accounts receivable.
- 9. Maintaining all vendor files.
- 10. Assuring compliance with GAAP accounting standards.
- 11. Assuring compliance with existing Bondholder reporting requirements.

### **Unenumerated Services:**

BEG is authorized to provide reimbursable services and incur expenses not specifically enumerated above that BEG believes are required to execute BEG's responsibly to manage, oversee and supervise all the operations and activities of the Charter Schools so long as the costs incurred for such services do not exceed 1% of the authorized budget level for the appropriate category of expense ("Category Cap") or any higher cap set by BDC. Within 30 days of incurring expenses under this provision in the aggregate amount of the Category Cap or any higher cap set by BDC, BEG will notify the Chairman of BDC concerning the details of such expenses.

**EXHIBIT D**  
**FORM OF**  
**CHARTER SCHOOL APPENDIX**

1. Name and Address of Charter School:

2. Fee<sup>1</sup>:

3. Term<sup>2</sup>:

4. **No Private Business Use.** It is the intent of the Parties that this Agreement, at its inception and continuing throughout the term of this Agreement, be a management contract that does not result in private business use, as set forth in applicable federal laws, regulations and rulings (a "Qualified Management Contract"). To that end, the term of this Agreement, including all renewal options, does not exceed the lesser of 80 percent of the reasonably expected useful life of BDC's tax-exempt, bond-financed property or 10 years and at least 80 percent of fees BDC pays to BEG for each annual period during the term of this Agreement are based on a periodic fixed fee.

a. **Continuing Compliance.** Notwithstanding the foregoing, if, at any time, the Internal Revenue Service or a court of competent jurisdiction determines that any provision, or the application of any provision, of this Agreement would disqualify this Agreement from being a Qualified Management Contract, then such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

---

<sup>1</sup> If the Charter School is funded in whole or in part with tax-free funds, then include the following:

"(1) BDC's Fee is 20% of total revenues of such Charter School for a period of 2 years from the Funding Date. After 2 years, Fees for a Charter School for School Management Services shall be as negotiated by the Parties, in good faith, and set forth in a revised Charter School Appendix signed by both Parties.

(2) BEG's Fee will be calculated based on the budget adopted by the Board for that year and paid to BEG in 12 equal monthly installments. Within 45 days of the end of each year following the Funding Date, BEG shall calculate actual total revenues for the prior school year. If the 12 monthly Fee payments received by BEG exceeded 20% of actual total revenues of the Charter School, BEG shall refund the excess to BDC. If the 12 monthly payments received by BEG constituted less than 20% of actual total revenues of the Charter School, BEG shall submit to BDC an invoice for, and BDC shall pay to BEG, the difference between the payments and 20% of actual total revenues."

<sup>2</sup> If the Charter School is funded in whole or in part with tax-free funds, then include the following:

"In addition to all other termination rights set forth in the Agreement, BDC has the right to terminate this Charter School Appendix on the first anniversary of the Funding Date" upon 45 days prior written notice to BEG.

b. Termination. If the adjustment required by Subsection (a) of this Section 4 would reduce BEG's Fee to an amount that is less than or equal to 95 percent of BEG's Fee as calculated prior to the application of this Section 4, then (i) this Agreement shall terminate as of the date of discovering that this Agreement is no longer a Qualified Management Contract, and (ii) Subsection (a) shall apply to only that period of time from July 1 of the then-current fiscal year until the termination date. In the event of a termination under this Section 4, the Parties shall be free to negotiate a new services agreement providing for continuation of the School Management Services to minimize disruption in the orderly functioning and administration of the Charter Schools operated by BDC.

Notwithstanding the foregoing, the compensation provided for under this Agreement may exceed the limits set forth in Subsection (a) if BEG provides BDC with an opinion of nationally recognized counsel to the effect that BDC's payment of BEG's Fee as calculated prior to the application of this Section 4 would not prevent this Agreement from being a Qualified Management Contract under current federal income tax law.

BDC, Inc., a District of Columbia nonprofit  
corporation

Basis Education Group, Inc., an Arizona  
corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

2367090.1



## Attachment Q

We are working toward obtaining our Certificate of Occupancy and we assure that a Certificate of Occupancy will be obtained and submitted to TEA before serving students.

Attachment R

A location has not been identified.

### **13. Assurance Documents and Required Campaign Contribution Form**

*(Reviewed by TEA)*

*The following five required forms should be completed, signed in BLUE ink, assembled in the order indicated below, and placed behind Attachment R:*

- 1. Special Education Assurances and Development of Policies and Procedures*
- 2. Bilingual Education/ESL, Section 504, and Dyslexia Assurances*
- 3. General Application of Assurances for Federal Programs*
- 4. Special Assurances Document*
- 5. State Board of Education Disclosure of Campaign Contributions form*

*All five forms are to be signed by the chair of the sponsoring entity and submitted as part of the application.*

*The electronic version of each form can be found at  
<http://www.tea.state.tx.us/index.aspx?id=3475>.*

*Applications without all completed forms will be deemed incomplete which will result in the removal of the application from the process.*

Sponsoring Entity: BTX Schools, Inc.

Proposed Charter School Name: BASIS San Antonio

### **Seventeenth Generation Charter Application Special Education Assurances and Development of Policies and Procedures**

Pursuant to the Individuals with Disabilities Education Improvement Act (IDEA 2004) Section 613 (a) (1), each charter school must have on file with the Texas Education Agency (TEA) a plan that provides assurances that it has in effect policies, procedures and programs consistent with State policies and procedures governing special education. Charter schools are required to develop plans using the online Legal Framework for the Child-Centered Process following the guidance below. Posting plans on the Legal Framework is not required, but is strongly encouraged.

#### **Electronic Submission**

Region 18 Education Service Center (ESC) in coordination with other ESCs provides leadership to the State in the electronic development of charter policies and procedures through the online **Legal Framework for the Child-Centered Process Phase IV: "Charting the Course"** (Legal Framework-Phase IV) at <http://framework.esc18.net/>.

#### **Applicant Assurance Statement**

The sponsoring entity's CEO must sign the assurance statement below certifying that the proposed charter school will have in place upon opening the above-described special education policies and procedures. Once the contract is issued and a county district number is assigned, the charter holder will develop its policies and procedures through the online Legal Framework.

#### **Future Updates to Policies and Procedures**

Charters will use the Legal Framework for developing and submitting updated policies and procedures assurances in the future. Guidance from ESCs on updates to policies and procedures will be ongoing.

#### **Technical Assistance**

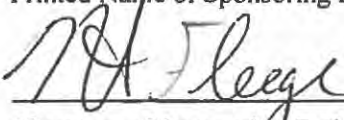
For questions concerning or information about the electronic submission of charter policies and procedures, please consult with your regional ESC special education contact at <http://www.tea.state.tx.us/special.ed/escinfo/contact.html>.

#### **Assurance Statement**

By signing below, the sponsoring entity assures that the proposed charter school will have in place prior to opening policies and procedures that ensure implementation of IDEA 2004 and all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner's rules concerning students with disabilities receiving special education services and further assures that any future amendments to the regulations, laws, and rules will be incorporated into policies and procedures and implemented by the charter school.

Nick Fleege

Printed Name of Sponsoring Entity Board Chair



Signature of Sponsoring Entity Board Chair  
(must sign in blue ink)

2/15/12

Date

SAS 536-12  
RFA 701-11-108

Sponsoring Entity: BTX Schools, Inc.

Proposed Charter School Name: BASIS San Antonio

### Seventeenth Generation Charter Application 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 prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Check one:

☒ 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 prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

Check one:

☒ 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 prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

Check one:

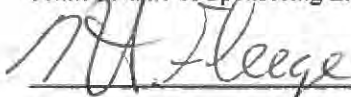
☒ Yes

☐ 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.

Nick Fleege

Printed Name of Sponsoring Entity Board Chair



Signature of Sponsoring Entity Board Chair  
(must sign in blue ink)

2/15/12

Date

SAS 536-12  
RFA 701-11-108



**BTX Schools, Inc.**

Official Name of Charter Holder

**45-4269957**

FEI No./Taxpayer ID

**BASIS San Antonio**

Charter School Name

County-District No.

**TEXAS EDUCATION AGENCY****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 or Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)	
Nick Fleege	2/15/12	480-767-7696		
Typed Title of Authorized Official of Charter Holder				
Address of Charter Holder		City	State	Zip Code
11485 N 136th St. Suite 109		Scottsdale	AZ	85259

## 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.



Sponsoring Entity: BTX Schools, Inc.

Proposed Charter School Name: BASIS San Antonio

### Seventeenth Generation Charter Application Special Assurances Document

*The chair of the proposed sponsoring entity shall initial each of the following on this page and the next to indicate an understanding of and a commitment to comply with each of following assurances:*

NF **Open Meetings Requirements:**

The charter holder assures that all meetings in which charter school business is discussed will be posted to provide public notice, held in an open public forum, and any action items voted upon in a public forum as required by the Open Meetings Act in Government Code, Chapter 551.

NF Furthermore, the charter holder assures that all of the following will be discussed in open meetings and only acted upon with approval of the charter holder board:

- The annual budget and all amendments to the budget,
- Any changes to job descriptions from those submitted in the application for charter, and
- Any changes in compensation from compensation as submitted in the application for charter.

NF **Public Information Requirements:**

The charter holder assures that information, that is considered public, requested by anyone will be provided in accordance with Government Code, Chapter 552.

NF **Criminal History Check Requirements:**

The charter holder assures that criminal history checks will be completed in accordance with law and that no person will serve as a member of the governing body of a charter holder, as a member of the governing body of the charter school, or as an officer or employee of an charter school if the person has 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.

NF **Annual Training Requirements:**

The charter holder assures that all annual training requirements for board members and school administrators will be completed in accordance with law and commissioner rules.

NF **Residential Facilities Monitoring (RFM) System:**

*The charter holder assures that it understands that, pursuant to 19 Texas Administrative Code (TAC) §97.1072, there is a specific system for monitoring school districts and charter schools that serve students with disabilities who reside in RFs. The charter holder further assures that it understands that it will be required to report data related to students with disabilities residing in RFs in TEA's data collection system known as RF Tracker and that it may be subject to RFM intervention activities and on-site visits based upon a review of the data it reports or on random or other means of selection.*

NF **Special RF Training:**

The charter holder assures that all personnel involved with serving students with disabilities residing in an RF and personnel involved with reporting data in *RF Tracker* will receive training on the RFM system.



Sponsoring Entity: BTX Schools, Inc.

Proposed Charter School Name: BASIS San Antonio

**Admission and Enrollment**

NF The charter holder assures that parents or prospective students will not be required to attend an interview or meeting of any kind prior to admitting and/or enrolling a student, or during the time in which the student is enrolled.

NF The charter holder assures that volunteer hours, or payment in lieu of volunteer hours, will not be required of the parent or guardian as a requirement for student admission or enrollment.

NF The charter holder assures that there will be no specified days designated for enrollment and/or admission. If space is available, a student will be enrolled and admitted on any day at any time of day and must be counted as and considered a charter student immediately. State law does not allow for a trial enrollment period at a public school.

NF The charter holder assures that no student auditions will be required prior to enrollment and admission at the charter school unless the charter is originally approved by the State Board of Education (SBOE) as a performing arts school with an audition component or the charter was amended by the commissioner of education to designate the school a performing arts school with an audition component.

NF The charter holder understands that a student may be ineligible for enrollment at a charter school based on a history of a criminal offense, a juvenile court adjudication, or discipline problems under Texas Education Code (TEC), Chapter 37, Subchapter A, only if the enrollment prohibition was specifically approved by the SBOE when the charter was originally awarded, or if the charter was amended by the commissioner of education to allow this enrollment prohibition. It must be noted that the enrollment prohibition is not allowed for any prior discipline problems, but only those specified in TEC, Chapter 37, Subchapter A.

**Withdrawal and Expulsion Issues**

NF The charter holder understands that only the parent or guardian may withdraw a student from the charter school, and the only time charter administrators may withdraw a student and use administrative withdrawal as the leaver code is in the rare instances when:

- a student is withdrawn by the district because the district discovers, when verifying enrollment information, that the student was not a resident of the district at the time of enrollment;
- the district discovers that the student has falsified enrollment information;
- proof of identification is not provided; or
- immunization records are not provided.

NF The charter holder understands that a student who fails to comply with the charter school's student code of conduct may not be administratively withdrawn. If a student commits an expellable offense, as outlined in the student code of conduct, the charter holder further understands that charter administrators may expel the student only after due process has been afforded the student, and the charter holder board has determined that expulsion is the appropriate consequence.

NF The charter holder understands that it has an obligation to notify the school district in which the student resides within three business days of any action expelling or **withdrawing** a student from the charter school. See 19 TAC §100.1211 (c).

***I the undersigned hereby certify that the governing body of the charter holder has authorized me to provide these assurances as noted by my initials on this and the previous page.***

Nick Fleege

Printed Name of Sponsoring Entity Board Chair

Signature of Sponsoring Entity Board Chair

2/15/12

Date

SAS 536-12  
RFA 701-11-108

Sponsoring Entity: BTX Schools, Inc. \_\_\_\_\_

Proposed Charter School Name: BASIS San Antonio \_\_\_\_\_

Seventeenth Generation Charter Application  
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

Individual Making Report: Nick Fleege \_\_\_\_\_

Employer or company represented: BTX Schools, Inc. \_\_\_\_\_

Position/Title: Chairman \_\_\_\_\_

Services rendered to SBOE or contract, grant, or charter issued by SBOE:  
\_\_\_\_\_

**Transaction 1.**

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

Amount: \_\_\_\_\_

Name of person(s) receiving benefit or contribution:  
\_\_\_\_\_

Detailed description of expenditure:



Seventeenth Generation Charter Application  
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

**Transaction 2.**

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

Amount: \_\_\_\_\_

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:

*Nick Flege*

Name of Organization President

*2/15/22*

Date

*[Signature]*

Signature of Organization President

**CONTRACT FOR**  
**OPEN-ENROLLMENT CHARTER SCHOOL**

This contract is executed between the Texas State Board of Education (the "Board") and **BTX Schools, Inc.** ("Charter Holder") to operate **BASIS San Antonio**, a Seventeenth Generation open-enrollment charter school.

<b>General</b>
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1. **Definitions.** As used in this contract: "Charter" means the Seventeenth 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 Seventeenth 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. § 8066.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.

2. **The Charter.** This contract grants to Charter Holder a Seventeenth 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) 701-11-108 (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, 2018 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 of 10 years. It is understood by all parties that continued authority to hold the charter is contingent upon the school opening and holding classes beginning in the 2013-2014 school year as stated in RFA 701-11-108 unless the Charter Holder submits an amendment request to postpone the start date that is approved by the commissioner of education. However, it is further understood that the charter must begin operations no later than September 1, 2015. Failure to open the school and hold classes by September 1, 2015 shall render this contract null and void, and the charter shall automatically return to the board without the need for further action.

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.

<b>Students</b>
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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.
8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, E, F, G, and J of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

<b>Financial Management</b>
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9. Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104, 12.106, 12.107 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

<b>Governance and Operations</b>
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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 any acts of Charter Holder, its agents, employees, and subcontractors in performance of this contract.

<b>This Agreement</b>
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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 701-11-108; (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).

By executing this contract, the Charter Holder represents that it understands that the Charter Holder, including any and all governance, at whatever level whether appointed or elected, employees, agents, and volunteers shall fully cooperate with every Texas Education Agency investigation and/or sanction deemed necessary by the commissioner based on authority and responsibility given to the commissioner in state or federal law. This means that the Texas Education Agency staff may conduct confidential interviews of charter school personnel and contractors outside the presence of representatives of the charter school's administration and board, and that failure to timely reply with reasonable requests for access to site, personnel, documents, or other materials and/or items is a material violation of the contract for charter.

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 Seventeenth 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, and it is understood by all parties that if the Charter Holder loses its 501(c)(3) tax exempt status for any period of time through action of the Internal Revenue Service or any other action which renders the Charter Holder no longer an "eligible entity" within the meaning of TEC §12.101(a), the charter contract shall be rendered void, and it shall automatically return to the State Board of Education without any other action having to be taken by the SBOE or by the commissioner.

The 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 29 day of March, 2013

Texas State Board of Education:

BTX Schools, Inc.:

Barbara Cargill 3-29-13  
Barbara Cargill, Chair Date

Craig Barrett  
Craig Barrett, Chair

3/28/13  
Date

BASIS San Antonio:

Craig Barrett  
Craig Barrett, Chair

3/28/13  
Date