



# Winfree Academy

Application for an Open-  
Enrollment Charter School

**Application**  
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Texas Education Agency  
Application for an Open-Enrollment Charter School – Fourth Generation  
Coversheet

Type: Open Enrollment   
(Check one) "75% Rule"

Date of Submission: April 7, 2000  
RFA#701-00-006

Name of Proposed School/s: Winfree Academy

Maximum Grade Levels to be served: Nine through Twelve

Estimated 1<sup>st</sup> Year Enrollment: 670 Max Enrollment: 3000  
Name of Sponsoring Entity: Winfree Academy Charter School

Check one:  501(C)(3) nonprofit organization  
 Governmental Entity  
 College or University

SBOE Districts: 11,12,13  
Starting Date: August 2000

Chairperson of Board of Sponsoring Entity: Melody L. Gibbs

Chief Executive Officer of Sponsoring Entity: Melody L. Gibbs

Chief Executive Officer of School: Melody L. Gibbs

Applicant Mailing Address: 201 Brown St., Suite #190, Irving, Texas 75061  
School Site Address: 201 Brown St., Suite #190, Irving, Texas 75061

Contact Phone# 972 313-9294 Fax # 972 399-1522  
Contact Email Address [REDACTED]

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

Melody L. Gibbs April 5, 2000  
Signature of Chief Executive Officer of Sponsoring Entity/date

Melody L. Gibbs April 5, 2000  
Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

Signature of Application Preparer: Was this person paid? Yes  No

**Proposed School Data**

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

<u>90%</u>	Students "at risk of dropping out of school"
<u>15%</u>	Students requiring Special Education services
<u>1%</u>	Students of Limited English Proficiency
<u>9%</u>	Students of Economically Disadvantaged Families
<u>73%</u>	Minority Students

Will the school require all teachers to be certified? No

Will the school require that all teachers be degreed with at least a bachelor's degree? Yes

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? Yes

Will the school allow members of the same family to serve on the governing board? Yes

Has any member of the governing board or any professional person to be employed by the school

No Been convicted of a felony?

No Been convicted of a misdemeanor?

No Been involved in bankruptcy?

Has the sponsoring entity been involved in

No Litigation?

No Sanctions from any state regulatory agency?

If YES to any of the above the applicant must give full disclosure and list all instances completely as required in other portions of the application.

The application Preparer has viewed the training video provided at the Regional Education Service Center. X yes      no

No       Sanctions from any state regulatory agency?

If YES to any of the above the applicant must give full disclosure and list all instances completely as required in other portions of the application.

The application Preparer has viewed the training video provided at the Regional Education Service Center.   X   yes        no

#### Application Questions

##### I. Evidence of eligibility of sponsoring entity (Reviewed by Agency)

###### A. Statement describing sponsoring entity (1/2 page max.)

The new Winfree Academy Charter School Corporation consists of a diverse group of individuals who have a history of commitment to education. Each of the members of the sponsoring entity bring with them a unique set of qualities that will help provide success in establishing and maintaining the vision of the founders of Winfree Academy and the aspiration of all leaders in this state who espouse the notion that at-risk students can be re-directed. The members have a combined total of over 75 years of experience in public school, 9 years in charter schools, 75 years of in the business arena, and 141 years of parenting. The combined qualities of this membership's successful entrepreneurship and strong leadership yields a dynamic group that will be able to provide successful management, creativity, and longevity to this endeavor. All of the members of this new group have hovered around schools in one capacity or another for many years and now they are coming together to form the underpinning for this new charter school.

This group exhibits a vision for and commitment to Winfree Academy for it to provide a framework of academic excellence and support services to all students desiring a high school diploma. At Winfree Academy, every student has his or her own individual learning plan. This allows each student to move through the curriculum at an individual pace and reach his or her potential. This mission is being fulfilled within a nurturing and safe environment with the help of community groups and parents. The advent of this new group and the establishment of the new charter school will strengthen Winfree's services, which are already exemplary.

**B. 501c3 determination letter from IRS or evidence of application (The Texas Education Agency will not fund approved schools until the IRS determination letter is received by the Division of Charter Schools.)** The 501c3 has been applied for to IRS.

Key pages from the application and the check which accompanied it have been included as an attachment (See Attachment 1).

###### C. Articles of Incorporation of sponsoring entity.

###### Articles of Incorporation of Winfree Academy Charter School

The undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of Texas, do hereby certify:

First: The Name of the Corporation shall be Winfree Academy Charter School.

Second: The place is in the state where the principal office of the Corporation is to be located in the City of Irving, Dallas County.

Third: Said corporation is organized exclusively for educational purposes including, for such purpose, the making of distributions to organization that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: The names and addresses of the persons who are the initial trustees of the corporation are as follows:

Melody Gibbs, 4001 Burkett, Fort Worth, Texas 76116  
Wayne B. Gillespie, 4113 Stagecoach Trail, Irving, Texas 75061  
Matilda G. Kleifgen, 3521 East Bangor Court; Irving, Texas 75062  
Richard Lucero, 3733 Magnolia Drive; Grand Prairie, Texas 75052  
Jennifer R. Sullivan, 11522 Clipper Circle; Frisco, Texas 75034

Fifth: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services tendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under of any tax code. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Sixth: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Seventh: The duration of Winfree Academy Charter School is perpetual.

Eighth: The registered address for Winfree Academy Charter School is 201 Brown Drive, Suite 190, Irving, Texas 75061. The registered agent, located at this address, is Melody Gibbs.

Ninth: Winfree Academy Charter School, Inc. has no members.

In witness whereof, we have hereunto subscribed our names this Fourth Day of January, 2000.

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Melody Gibbs, Chair

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Wayne Gillespie, Vice Chair of Operations

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Jennifer Sullivan, Vice Chair of Special Programs

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Richard Lucero, Treasurer

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Matilda Kleifgen, Secretary

**B. Bylaws of sponsoring entity**

**BYLAWS OF WINFREE ACADEMY CHARTER SCHOOLS**

**ARTICLE I – NAME, PURPOSE**

Section 1: The name of the organization shall be Winfree Academy Charter School

Section 2: The Winfree Academy Charter School is organized exclusively for educational purposes, more specifically to provide a charter school system in the state of Texas.

Section 3: The Mission of Winfree Academy Charter School is to create a supportive and safe environment that motivates, educates, and trains students who have achievement and attendance deficiencies, to enable them to graduate from high school prepared with the skills and abilities needed for employment and life.

**ARTICLE II – MEMBERSHIP**

Section 1: The Winfree Academy Charter School shall have no members.

**ARTICLE III - MEETINGS**

Section 1: Bi-monthly Meetings. The dates of the regular bi-monthly meetings shall be set by the Board of Directors who shall also set the time and place.

Section 2: Annual Meetings. The date of the annual budget meeting shall be set by the Board of Directors who shall set the time and place.

Section 3: Special Meetings. Special meetings may be called by the Chair.

Section 4: Notice. Notice of each meeting shall be given to each member of the Board by mail and/or electronic mail, not less than seven days before the meeting. The public will be given notice of meetings by official postings at each Winfree Academy Charter School location.

Section 5: Quorum. A quorum must be attended by a majority of the Board before business can be transacted or motions made or passed.

Section 6: Open meetings: All meetings shall be held in accordance with the Texas Open Meetings Act.

**ARTICLE IV – BOARD OF DIRECTORS**

Section 1: Board Role, Size, Compensation. The Board is responsible for overall policy and direction of the Superintendent, and delegates responsibility for day-to-day operations of the school to the Superintendent. The Board shall have up to seven and not fewer than five members. The board receives no compensation other than reasonable expenses. Members of the board may apply and be compensated employment for specific duties, as employees of the charter school.

**Section 2: Terms.** The Chair shall serve 4-year terms and all other Board members shall serve 2-year terms, and are eligible for re-election. Terms in the initial year of incorporation will extend the service of the Vice – Chairs by one year to stagger the terms.

**Section 3: Board Elections.** Election of Board members will occur as the first item of business at the bi-monthly meeting prior to the end of the members' term or the next meeting following a vacancy. Directors will be elected by a majority vote of the current directors.

**Section 4: Removal and Resignation.** Any director may be removed from office with cause, and after notice and hearing, by the affirmative vote of three-fourths (3/4) of the Board of Directors present at a meeting of which a quorum is present. Any director may resign at any time by giving written notice of such resignation to the board.

#### **Article V – Officers**

**Section 1: Officers and Duties.** There shall be five officers of the Board consisting of the Chair, Vice Chair of Operations, Vice Chair of Special Programs, Secretary and Treasurer. Their duties are as follows:

The Chair shall convene regularly scheduled Board meetings and shall preside or, when absent, arrange for other members of the board to preside at the meeting. Members will be chosen to preside in the following order: Vice-Chair of Operations, Vice Chair of Special Programs, Secretary, and Treasurer. S/He shall cast the deciding vote in any meeting where there shall be a tie.

The Vice Chair of Operations shall act in all cases for and as the Chair in the latter's absence or incapacity, and shall chair committees on special subjects related to general operations and subjects designated by the Board.

The Vice Chair of Special Programs will chair committees on special subjects related to the academic mission of the school and subjects designated by the Board.

The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member and the making the minutes available as prescribed by any open records acts or laws and assuring that corporate records are maintained.

The Treasurer shall make a report at each Board meeting. Treasurer shall chair the finance committee, assist the Superintendent in the preparation of the budget, help develop fundraising plans, and make financial information available to the Board and the public.

**Section 2: Appointment and Term.** Officers may be appointed by the board for a term not to exceed 3 years.

**Section 3: Vacancies.** When a vacancy on the Board exists, nominations for new members may be received from the existing Board members by the Secretary no later than two weeks in advance of a Board meeting. These nominations will be voted upon at the next Board meeting. The vacancy will be filled only until the end of the departing Board member's term.

#### **ARTICLE VI – CONFLICTS OF INTEREST**

**Section 1:** With regard to any employment or contractual arrangements involving the relative of a member of the Board, that Board member will abstain from voting.

Section 2: A member of the Board who is directly or indirectly involved with any individual business entity, or any organization with whom the Board is considering any form of a contractual and/or financial transaction, or any transaction in which a Board member will benefit financially, must abstain from voting in regard to these individuals, organizations, contracts, or financial transactions.

#### ARTICLE VII – COMMITTEES

Section 1: The Board may create committees as needed, such as fundraising, grant programs, etc. The Board Chair appoints all committee chairs.

Section 2: The Board will establish Advisory Councils to provide support to the organization's Mission Statement. Each campus will create such a Council, as directed by the Board. Each Council will consist of at least one teacher, a student, a site director, a parent, and a representative of the community. Each Council will elect a Chair. Each Council Chair will attend meetings of the School Executive Board, as required. The Advisory Councils will develop goals, action plans, and measurement strategies as determined by vote in Council meetings. The Board will recognize Advisory Council recommendations and vote for action, denial or further discussion.

Section 3: The five officers serve as the members of the Executive Committee. The Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, subject to the direction and control of the Board of Directors.

Section 4: Finance Committee. The Treasurer is chair of the Finance Committee, which includes three other Board members and the Superintendent. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, and an annual budget. The Board must approve the budget, and all expenditures must fall within the budget, or the Board will consider amending the budget. The Board must approve any major change in the budget. The fiscal year shall be the fiscal year of Texas' State Board of Education. Annual reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the organization are public information and shall be made available to the membership, Board, and the public.

#### ARTICLE VIII – EMPLOYEES

Section 1: Chief Executive officer. The Chief Executive Officer shall have general and active management of the affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect. The Chief Executive Officer shall execute contracts, agreements, bonds, mortgages and other documents. S/He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the Chief Executive Officer.

Section 2: Other Employees. The Board may delegate the authority to hire such other employees as may be required to carry out the operations of the corporation.

Section 3: Removal. The Chief Executive Officer or any agent or employee of the corporation, may be removed by the board whenever, in the judgement of the board, the best interests of the business of the corporation will be served thereby. In such event, the Chief Executive Officer, agent, or employee, shall have the right of a hearing before a regular or special meeting of the Board. A two-thirds (2/3) vote of the board present at the meeting at which a quorum is present shall be required for removal.

## ARTICLE IX – RACIALLY NONDISCRIMINATORY POLICY

Section 1: The Winfree Academy Charter School is an equal opportunity employer and does not discriminate because of any race, color, national or ethnic origin.

Section 2: The Winfree Academy Charter School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, and any other school-administered program.

## ARTICLE X – AMENDMENTS

Section 1: These Bylaws may be amended when necessary by a four-fifths majority of the Board of Directors. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.

These Bylaws were approved at a meeting of the Board of Directors of Winfree Academy Charter School on January 4, 2000.

### **Biographical Affidavits for each member of the governing board of the sponsoring entity (Appendix V).**

See Attachments (Attachment 2) for each of the following:

Melody Gibbs, Matilda Kleifgen, Richard Lucero, Jennifer R. Sullivan, Wayne B. Gillespie

### **C. History of the sponsoring entity.**

#### **1. Financial history of the entity.**

This Non Profit organization is newly formed and has no history at this time; however, Winfree Academy has existed for over three years, first as a private school, and for the last two years as the campus site of schools who have charters from the State Board of Education. As part of a charter school, Winfree underwent a **TEA financial audit by Mike Richmond**, who stated to Dick and Melody Gibbs, founders of Winfree Academy, that **they had operated Winfree as a financially and programmatically sound institution**. Since its inception, Winfree has followed sound accounting and money management principles, with a firm commitment to providing maximum services with minimum waste. Operating funds are viewed as part of a serious public trust to provide the best for Winfree Students.

**2. Credit report – not applicable per current campus status**

**3. Most recent IRS filing - not applicable per current campus status**

**4. Disclosure of any liens - not applicable per current campus status**

**5. Litigation History - not applicable per current campus status**

#### **II. Community Support (Reviewed by Agency)**

##### **A. Provide information on the manner in which community groups are involved in the charter school planning process.**

The Department Chairs for both the undergraduate and graduate Psychology program at **Texas Women's University** have begun the process to plan for co-op and practicum students to mentor, tutor and provide counseling for Winfree students. **The Oak Cliff Chamber of Commerce of Dallas** gave us the opportunity to make a presentation to one of their meetings. They concur as to the need for Winfree's program in the community and requested a need assessment for the set-up

requirements for the schools. They have committed to providing physical equipment and soliciting support from its' members. Winfree Academy is a member of the Chamber and our entity's Treasurer, Rick Lucero, serves on the Education and Economic Development Committees. The Chamber is planning to sponsor an Open House for the school in Dallas. They will secure dignitaries, media coverage and a ribbon cutting ceremony. Plans are developing to establish this same relationship in each of the communities a Winfree Campus exists. **The Irving Independent School District has notified each of its high school's principals and counselors of the Dropout Recovery Program and at risk services provided by Winfree Academy for their referral process. Irving ISD Superintendent, Mr. Jack Singley has declared Winfree Academy, as the district's only sanctioned alternative program outside the district itself.** The Dallas County Constable's office assisted in developing a partnership with Winfree Academy and the County's Absentee **Student Assistance Program.** These officers have been actively supporting the development of Winfree Academy and have appeared on television to discuss our relationships. In addition, they are being instrumental in helping to develop referral relationships with the Justices of the Peace and local juvenile probation programs. **Officials of the Dallas Cowboy's organization** have met with the founders of Winfree Academy and visited our sites to plan and explore developing an employment program for Winfree students and lending the weight of its influence for fund raising and general public support. Winfree Academy is also working with a number of small business owners and organizations in South Dallas. Planning is underway to formalize partnerships with the school. Several entrepreneurs have visited with us a plan to make presentations to students. **New Image Business Associates is working with us to provide entrepreneurial workshops for students,** help generate support for the acquisition of equipment and supplies and work with us in developing a **Protector Program.** Winfree Dallas and Winfree Irving have developed cordial and cooperative student referral relationships with local school districts in Dallas, Denton and Tarrant County. Referral relationships have been established with Juvenile probation programs, Military recruiting programs, Dallas Can, Pegasus, Eagle Charter and Heritage Charter for future student enrollment. See Attachment 3 for supporting documentation and letters of support.

## Winfree Academy

January 10, 2000 (972) 313-9294

### Public Notice

**Winfree Academy is pleased to announce our plans to develop a charter school in this community to address the needs of students who are at risk of dropping out of school.**

**We invite you to attend this public hearing to discuss the proposed charter school plan. The forum will begin at 1:00pm at 1010 E. Shady Grove; Irving, Texas.**

**B. Provide a copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan.**

First, an overview was given of the charter school application process. A discussion of the program & mission statement of the school was held. Included, were the plans for future programs, descriptions of the curriculum and needs for support, input, and start up funds.

To see signatures, see Attachment 4.

- C. Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations (include letters from each entity represented).** Winfree has partnered with local school attendance officers to provide an "alternative" solution to those students the school believes are in extreme danger of dropping out or have chosen to drop out. We provide complete enrollment packets to any officer that chooses to recommend our alternative program. A letter from Attendance Officer, Brenda Williams to the Superintendent of Irving I.S.D. is a well-articulated example of the partnership that exists (See Attachment 3). Jack Singley, Superintendent of Schools in Irving ISD has sanctioned our alternative program as a recommended source for principals and counselors to refer at-risk students (Attachment 3). Winfree Academy has made numerous contacts, plans and arrangements, which are explained in part B of this question; however, further formal arrangements are pending the awarding of the Charter.
- D. List five persons who are not directly involved with the school as employees or as board members, who will serve as references for the sponsoring entity. Provide phone numbers, addresses, and nature of experience with the sponsoring entity.**
1. Mr. Dick Vanek, Vice president of Excell Computers Ltd. has provided valuable technology information, assistance and equipment to charter schools throughout the Dallas Fort Worth Metroplex beginning with the first generation charter schools. Excell Computers Ltd.; 3330 Earheart Drive, Suite 212; Carrollton, TX 972/980-7098
  2. Mr. Dewayne Shaw, minister and Adult Probation Officer. Representing a community church, Mr. Shaw provided facilities and support for Winfree Academy meetings and upholds a continued commitment to support the efforts of a charter school program that will meet the needs of At-Risk students. He will provide liaison with the probation office if required. He has extensive knowledge of the efforts and activities of the founders of the school in their outreach to disadvantaged youth. 115 E. 7th St., Irving, TX 75060. (972) 579-4908.
  3. Mr. Tom Dunning, President of Dunning Benefits, is a successful prominent, respected and influential business and civic leader known in Dallas and across Texas. He has chaired Blue Ribbon Boards and has received every major civic/humanitarian award Dallas has to offer. He is a strong advocate of education. Mr. Lucero has worked with Mr. Dunning on several boards and Mr. Dunning is discussing sharing his considerable business and political network contacts to help the school obtain public and business assistance to secure needed human and material resources. 717 North Harwood, Dallas, Texas 214 969-0375.
  4. Phil Jones, Independent Associate Prepaid Legal Services, Inc., is a former city council member from Desoto, TX. He is a well-known and respected business and civic leader in both the majority and minority communities throughout the Metroplex. Mr. Jones is an avid supporter of the school and has pledged to help generate public and business support for the school. He will help the school to obtain many of the supplies, and equipment that will be needed to serve Winfree

Academy Charter School students. 1445 Thunderbrook, Desoto, TX 972 589-4500.

5. [REDACTED] a parent and [REDACTED] [REDACTED] is a concerned parent and community member. [REDACTED] company has donated items to raffle for the school. She has served as a volunteer on numerous Winfree committees, providing over [REDACTED] hours of service to our program. [REDACTED]

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

See Attachments (Attachment 5) for evidence of publication and mailing of the prescribed statement.

### **III. Governance of the Sponsoring Entity (Reviewed by Agency)**

**A. Profile of the Founding Board and/or initial Incorporators of the sponsoring entity (not applicable to governmental entities or college/universities).** Winfree Academy's original founding board began in 1997. Recently, the organization has re-structured as Winfree Academy Charter School and, in the process, has added a more diverse group to the board. Winfree Academy was approached in 1998 by an existing charter school and was asked to provide for them our program for reaching at-risk students. That service developed into an actual campus site for the charter school. This arrangement has operated successfully for two school years, during which time our outreach to the community has increased from an enrollment of 25 students to a current enrollment of 600. The Founding Board developed an original curriculum program and support services that has enabled over 150 students to reach their goal of earning a high school diploma. In an effort to continue to preserve the integrity of the program, enrich the current program, and provide additional services to more students, this Board has committed to applying for a charter and providing good stewardship for that charter.

- 1. Describe the organizing group of initial incorporators who are working together to apply for a charter, including the names of the organizers, their backgrounds and experiences, and 3 references for each.** The organizing group of initial incorporators has come to know each other through professional association over many years. This group brings a strong sense of diversity both personally and professionally. Each has a history of commitment to youth. Their careers reflect many years of experience in the field of education and business. Each of the incorporators is working in their areas of expertise to develop the program and complete the application process. A dossier has been provided for each of the incorporators to provide the State Board of Education a thorough overview of the collective backgrounds and experiences of this unique board. Board services are being provided by Melody Gibbs, Richard Lucero, Jennifer R. Sullivan, Wayne Gillespie, Matilda Kleifgen:

#### **Dossier for Melody L. Gibbs**

My journey toward the Charter School movement included many paths in that direction. First, I became a secondary school teacher in the Dallas Ft. Worth area. My career led to a natural gravitation to working with students who were considered at-risk. My led me to work most for those the traditional system appeared to be least able to serve. Secondly, as a [REDACTED] we struggled in the traditional setting. Then I began my graduate work and was made aware of the opening of a charter school. I came to view the charter school as an opportunity for me to grow professionally and hoped it would provide an educational opportunity for [REDACTED] I was hired to be involved with the opening of this charter school in the capacity of Teacher and Curriculum/Staff Development Coordinator. Some time after this, I had the opportunity to co-found a private school that I believed would best provide for students in a variety of need areas. Our school was very successful and we were later asked to become a campus of a charter school. I have now begun to see my vision come to fruition as I have infused my experience as a [REDACTED] a teacher, a curriculum developer, an entrepreneur and a director of a Charter School Campus to build two large (by charter school standards), very successful high school campuses.

**Education:**

BA History/Education 1983	University of Texas at Arlington
Social Studies Composite Certification 1983	Texas State Board of Education
Grad. Studies in Education Leadership 1996	University of Texas of North Texas

**Work Experience:**

Honors Academy Charter/Winfree Academy	7/99 to present	Director of Instruction
Renaissance Charter/Winfree Academy	10/98 to 5/99	Director
Winfree Academy	11/96 to 10/98	Co-Founder/Director
Birdville ISD	8/97 to 10/98	Instructor
Carrollton Farmers Branch ISD	8/83 to 7/96	Instructor/ Staff Dev.

**Professional Leadership Experience:**

1989-present	Presentations & Consultancy:
	National Dropout Prevention Conference Region X
	World of Difference
	Technology in Social Studies
	Psychological Corporation
	TEA – Performance Based Assessment
1995-1996	Texas Council For Social Studies Board Officer
1995	Consultant, McDougal Littel Publishing Co.
1996	Staff Development Team Leader/Trainer – Effective Teaching

**References**

Janet Mello, Professional Development Coordinator, Carrollton Farmers Branch ISD  
(972) 247-7523 3030 Fyke Road, Farmers Branch, Texas  
Kathy Harwell, Asst. Superintendent, Grapevine Colleyville ISD  
(817) 251-5680 1300 W. College, Grapevine, Texas  
Dr. Barbara Caffee, Gifted & Talented Coordinator, Carrollton Farmers Branch ISD  
(972) 247-7523 3030 Fyke Road, Farmers Branch, Texas

### **Dossier for Wayne B. Gillespie**

Wayne Gillespie is the successful founder and owner of an industrial business in Dallas, GH Bindery, Inc. at 8610 Directors Row. His business has been operational for 30 years, quite an accolade for small business owners. Mr. Gillespie grew up at a time in our community when hard work and perseverance led you to a path of success. A small town, blue-collar worker, Wayne followed such a path and is now well known and respected in the Printing and Bindery industry at a national level for his ethical business practices and high level of expertise. He has assisted many other small business owners establish their business and provide advice to assist in launching their success. Mr. Gillespie is often called upon in a consultant capacity for others in this field. He is the loving father of five children. His children are successful adults in the community themselves. Perhaps he is best known by his peers as a caring volunteer. Wayne Gillespie volunteers his service to individuals in need, has provided care and shelter for teens in distressful situations, is a deacon of the church he attends and has served on a charter school's campus advisory board for 2 years.

His role of father, spirit of volunteerism, charitable philosophy, entrepreneurial skills and experience with charter schools are a valuable blend for Mr. Gillespie to be a strong contributing member of the Winfree Academy Charter School.

#### **References:**

Rev. Tim Hall, New Beginnings Fellowship – (972) 579-1240 1010 E. Shady Grove, Irving, Texas 75060

Cipriano Munoz, a civic leader and community activist, Mr. Munoz owns and operates Munoz Printing Corporation in Dallas, Texas. (214) 352-3978  
2655 Freewood, Dallas, Texas, 75220

Scottie Hays Ashley is a well-established attorney in the Dallas Ft. Worth area. Ashley & Laird LC, (972) 554-0929, 800 W. Airport Freeway, Irving, Texas

### **Dossier for Matilda G. Kleifgen**

I have a unique three-dimensional perspective of the Charter school movement in the State of Texas. First, I am [REDACTED] Secondly, the first Charter School in the State of Texas, Renaissance Charter School in Irving, employed me as a PIEMS Coordinator. Currently, I work for the One2One Charter School, which operates nine Campus locations throughout Texas as a PIEMS and Title One Coordinator. Thirdly, I have worked with Charter Schools as the PIEMS Director for Education Technology Group, who developed a Windows, based reporting software for the Charter Schools in the State of Texas. During my tenure I trained, assisted and directed the progress of forty-six Charter Schools in the State. My experience before the Charter movement involved the training of employees for Prentice Hall Legal and

Financial Services and Graybar Electric Company. I received the Prentice Hall Achievement Award eight times and their Outstanding Manager Award once. I was the Graybar Electric Company Employee of the month once. While working at Renaissance, I received the Outstanding Leadership and Achievement Award from the Association of Texas Professional Educators in March of 1997.

I believe from each of these perspectives in addition to my business background I have been able to develop a well-rounded knowledge grounded in fact and experience on what makes a successful Charter School.

**Education:**

BA Education	University of South Carolina	1974
MS Theology	The College of Emporia	1982

**Work Experience:**

Honors Academy	11/1999 to Present	PIEMS & Title I Director
ETG	7/1998 to 8/1999	PIEMS Director
Career Edge Learning Center	9/1997 to 6/1998	Director
Renaissance Charter School	9/1996 to 8/1997	PIEMS Coordinator
Graybar Electric Company	9/1993 to 9/1996	Trainer
Prentice Hall Legal & Financial Svc	10/1983 to 8/1993	Regional Supervisor

**References:**

Ms. Nancy Grayson, CEO of Rapoport Academy;  
900 E. Herring Ave., Waco, TX 76703 254/799-4191

Ms. M. Annette Cluff, President of Varnett Charter School;  
11209 Clematis Lane; Houston, TX 77251 713/723-4495

Marilyn Muscanere, Executive Administrator of Life Charter School;  
4400 South R.L.Thomton Freeway; Dallas, TX 75224 214/376-8200

The membership of the charter commission must reflect the racial, ethnic, socioeconomic, and geographic diversity of the district. A majority of the members appointed to the commission must be parents of school-age children attending public school. At least 25 percent of the commission must be classroom teachers selected by the representatives of the professional staff pursuant to Section 11.251(e).

Sec. 12.015(b) Charter Commission

**Dossier for Richard Lucero**

Richard Lucero has developed an extensive work and community service background that encompasses psychotherapy, mental health and family counseling, alcohol and drug counseling and program administration. Mr. Lucero was the first Director of Minority Affairs for the Greater Dallas Chamber of Commerce and the successful owner of a company that provided financial development and business consultation services in the Dallas area. His clients included the Dallas Cowboys, and both the Irving and Dallas Independent School Districts.

Mr. Lucero has received honors and awards for his civic and community contributions. He is known and respected for his initiation and development of innovative programs and services that have enhanced business opportunities for people of color.

Mr. Lucero has taught masters level courses on The Rehabilitation of the Chemically Dependent Personality at the University of Northern Colorado. He has been guest speaker at many educational institutions and organizations. He is a Charter Founding Member of Youth Leadership Dallas. Mr. Lucero has most recently served as a consultant to Mr. Ross Perot and the John Sarota Group in the development of a questionnaire for the Dallas Independent School District. This involvement afforded Mr. Lucero the opportunity to validate his thinking about the appropriate school environment needed to help at risk students to successfully complete their high school education. Shortly thereafter, Mr. Lucero was hired by the founders of Winfree Academy while under contract as a campus of Renaissance Charter School and is currently the Campus Director of the Winfree Dallas campus in its present status with Honors Academy.

These experiences in the various financial, business, civic and community arenas coupled with his service with various education institutions at the administrative and teaching levels, provides Winfree Academy Charter School with a perspective that will contribute significantly to the business/financial development and successful operation of the Winfree Academy Schools.

#### **References**

Mr. Tom Dunning, President of Dunning Benefits, is a successful prominent, respected and influential business and civic leader known in Dallas and across Texas. 717 North Harwood, Dallas, Texas 214 969-0375

Phil Jones, Independent Associate Prepaid Legal Services, Inc., is a former city council member from Desoto, TX. He is a well-known and respected business and civic leader in both the majority and minority communities throughout the Metroplex. 1445 Thunderbrook, Desoto, TX 972 589-4500

Major General Hugh Robinson, retired – successful business and civic leader in Dallas, Texas. Currently the CEO of TETRA Group, (214) 744-0420 8150 N. Central Expressway, Dallas, TX. 75206.

#### **Dossier for Jennifer R. Sullivan**

In my professional career spanning 30 years, I have been involved with students of varying ages and abilities, from adults to first graders, from the mentally retarded to the gifted. My belief is that every student can be successful, given the opportunity and motivation to learn. It is the educators' responsibility to structure the learning environment in such a way that students are successful. My commitment has been to public schools, since I believe that we as a society have an obligation to educate every child in this country. Additionally I believe that the future of the nation, indeed the world, depends on the development of the intellectual potential of our youth. No student should be allowed to fall through the cracks in our public schools. I see this

charter school as an opportunity for Texas to foster development of a variety of effective schools to help our students fulfill their academic potential.

#### Education

1981 M. Ed. Stephen F. Austin State University  
 1981 University of Houston  
 1971 BA East Texas State University (Texas A & M Commerce)  
 1964-1967 Rice University

#### Certification

**1) Provisional Texas Teaching Certificate: History & Government 2) Professional Texas Teaching Certificate: Supervisor's Certificate 3) Teaching Endorsement / Mentally Retarded 4) Composite Social Studies Certificate (by EXCET)**

#### Work Experience

1980-1987 R.L. Turner H.S. in Carrollton-Farmers Branch ISD, Carrollton, Texas

- PreAP/AP History, Gov't., Geography, Community Service, SUCCESS
- Staff Development (CFBISD and others)

1980-1988 Rusk H.S. in Rusk ISD, Rusk, Texas

- Special Education;
- Government, Economics, World History

1974-1978 Stratford H.S. in Spring Branch ISD, Houston, Texas

- World History

1971-1974 Rusk H.S. in Rusk ISD, Rusk Texas

- At-Risk English, Math, Science; American & World History
- Adult Basic Education Co-op in Rusk, Texas

1968-1969 Athens Elementary in Athens ISD, Athens, Texas

- Title I Reading Aide

#### Professional References

Dr. Barbara Caffee, Gifted and Talented Coordinator, C.F.B.I.S.D., 3030 Fyke Road, Carrollton, TX 75006

Sheila Maher, Principal, Creekview H.S., C.F.B.I.S.D., 3200 Denton Drive, Carrollton, TX, 75007

Bobby Burns, C.F.B.I.S.D. Administration, 1445 Perry Road, Carrollton, TX 75006

Barbara O'Donnell, Instructor, U.T. Austin, 1713 Gaylord, Austin, TX 78728

#### Professional Leadership

Staff Development Cadre, C.F.B.I.S.D. 1993-96

Texas Council for the Social Studies, Presenter, 1992-94

Peters Colony Council for the Social Studies: VP 1998-99, President Elect 99-00

#### **2. Describe what role each person will play and why he/she has chosen to support the application.**

The Chair of the Board is Melody Gibbs. Her position as Chair extends to the School Executive Board, which is identical and coincidental with the Board of Directors. The Board is responsible for seeing that it is operating strictly in accordance with its Charter. Melody Gibbs is one of the founders and developers of the Winfree Program, its curriculum, and the school. Melody Gibbs, Chair, shall

abstain from voting to hire or fire the Superintendent, since her husband Dick Gibbs has been selected for this role.

The Vice Chair of Operations, Wayne Gillespie, shall act in all cases for the CEO in the latter's absence and will offer his expertise for efforts toward systemic renewal of the school's business and personnel procedures. Mr. Gillespie attributes his success in business to his high school vocational program. He has a passion to participate in a program that provides an opportunity for all students to achieve success.

Vice Chair of Special Programs, Jennifer Sullivan, will chair committees on special subjects related to the academic mission of the school. Her area of responsibility lies in research and recommendations of programs that will support students academic achievement and special education programs. Ms. Sullivan has been an educator for twenty-eight years. She has chosen to support this entity, as it is an opportunity to apply the wisdom and talents she has accumulated in her career.

Secretary, Matilda Kleifgen, shall be responsible for keeping records of all board actions and assuring compliance with any Open Records Act or Laws and that corporate records are maintained. Ms. Kleifgen has worked with many charter schools throughout Texas for the past three years. She believes Winfree Academy has the best program and mission for the students they serve.

Treasurer, Richard Lucero, shall make a report at each board meeting. He shall chair the finance committee, assist the superintendent in the preparation of the budget, help develop fundraising plans, and make financial information available to the board and the public. Mr. Lucero has been dedicated to community, business and youth services for the past few decades. He believes this is the ultimate opportunity for him to serve youth by merging his community and business contacts to support Winfree Academy.

**3. Describe the following:**

**a. the officer positions designated;**

There shall be five officers of the Board consisting of the Chair, Vice Chair of Operations, Vice Chair of Special Programs, Secretary, and Treasurer.

By Laws of Winfree Academy Article IV Section 5.

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

Election of all other Board members will occur as the first item of business at the bi-monthly meeting prior to the end of the members' term. Directors will be elected by a majority vote of the current directors.

(As per By Laws of Winfree Academy, Article IV Section 3)

**c. the manner in which vacancies on the governing board are filled;**

When a vacancy on the Board exists, nominations for new members may be received from the present Board members by the Secretary two weeks in advance of a Board meeting. These nominations will be voted upon at the next Board meeting. These vacancies will be filled only to the end of the particular Board member's term.

(As per By Laws of Winfree Academy, Article IV Section 6)

**d. the term for which members of the governing body serve;**

The Chair will serve a 4-year term. The Chair may be removed by a four-fifths majority vote of the Board. All other Board members shall serve 2-year terms, but are eligible for re-election.

(As per By Laws of Winfree Academy, Article IV Section 2)

**e. whether the terms are to be staggered.**

The terms of the board members will be staggered. The term of the Chair shall be four years and the terms of the other members shall be two years. Terms in the initial year of incorporation will extend the service of the Vice Chairs by one year to stagger the terms.

**Include any plans for further recruitment of founders or organizers of the school.**

The Articles of Incorporation and By Laws have been written to provide the opportunity to increase additional organizers to the Board of Directors. Any additional members will be recruited as representatives from specific and general areas of the school's constituency.

**4. Include any plans for further recruitment of founders or organizers of the school.**

The current number of five board members may increase to seven at the rate of one position per year. As examples of specific areas of representation, we will actively seek a member of the community who has a knowledge of buildings, construction, and maintenance, as well as a member of the community who has specialized knowledge in the field of social services.

**B. School Management Board**

**1. Biographical Affidavit for each member of the school management board if different from board of sponsoring entity listed in Section I above.**

The School Management Board is the same as the governing Board of Directors. The Chair of the Board of Directors is also Chair of the School Management Board. The two boards are identical and coincidental.

**2. Describe the following: (a-f)**

The School Management Board is the same as the governing Board of Directors, therefore, each of the answers to (a-f) of this category are the same for the School Management Board as for the Board of Directors.

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

The Governing Board shall not involve any private entity in the operation of Winfree Academy at this time.

**4. The manner in which the charter schools will conduct textbook selection.**

A Board Member, the Director of Instruction, and member(s) of the Advisory Council will serve as textbook committee members and will make recommendations to the Board of Directors. The Director of Instruction will chair the textbook committee. The Committee's recommendations will be submitted to the Board for approval on a timely basis, according to TEA procedures and schedules for textbook selection.

#### IV. School Demographics (Reviewed by Agency)

**A. What are the school's enrollment projections for the first five years?** 670 students for the first year, increasing by 300 to 350 students each year by the addition of one campus site per year. **What is the school's maximum enrollment goal?** 3000. **What grades will be served?** 9-12. **How many students are expected to be in each grade or grouping?** Ninth Grade: 100 Tenth Grade: 210 Eleventh Grade: 170 Twelfth Grade: 190 **What will be the maximum class size allowed:** 25 per teacher, with an actual instructor/pupil ratio of about 1 to 10, based on the large number of ancillary staff members serving in the classrooms.

**B. Describe the community or region where the school will be located.**

Winfree Academy Campus sites are located in the large metropolitan suburban areas in Irving, Southwest Dallas, Ft. Worth and Northwest DFW. The National Center for Dropout Prevention's research shows that there is an increase in at risk indicators in suburban areas. Eleven to twenty-six percent of the population has not finished high school in these locations. These racially diverse communities are a balanced mix of low-income to middle income typically blue-collar families. There is an even mixture of businesses, single dwellings and apartment complexes. Major roads and or public transportation easily access each location.

**C. Why was this location selected? Are there other alternative locations suitable to the needs and focus of the school?**

The Irving location has been in operation for two years. It is centrally located on a bus line in the city of Irving for easy student access. The other site selections are based on the criteria of easy access and established knowledge of community need.

#### V. Human Resource Information (Reviewed by Agency)

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

***Note: a complete and thorough description of the policies are provided in the Winfree Academy Charter School Employee Handbook, Attachment 6.***

**Salaries:** All salaries will be determined by the Board of Trustees using figures commensurate with employee positions and years of experience for school districts equal and/or similar to our district size.

**Employee Contracts:** Contracts will be probationary one-year employee contracts.

**Hiring:** Employee Candidates will interviewed by each campus site director. Their recommendations will be submitted to the Board of Trustees for final approval. Prior to approval, background and references will be confirmed by either the site director or their designee.

**Dismissal:** Upon hiring, each employee will receive a job description detailing expectations. Each employee will receive a bi-annual appraisal. Should an employee's appraisal fall below satisfactory, the employee will be placed on probation and given specific guidance and a re-evaluation in 30 days. Should the employee's re-evaluation remain below satisfactory, the site director and one other administrator will hold an informal hearing with the employee notifying him/her of their determination to recommend the dismissal of the employee and notify the

employee of their ability to appeal the decision before the Board. Immediate action will be taken on any employee that is an alleged felony. Should the allegation be found false, the employee's status can be re-instated.

Sick and other leave – all full time employees will have access to the sick leave and benefits provided by the State of Texas to all public school teachers and staff in the state. A group health insurance policy will be provided for each full time employee as well as the opportunity for the employee to provide spouse/dependent coverage under said policy.

## **B. Administrators (Reviewed by Agency)**

### **1. Biographical Affidavit for each administrator of the school.**

See Attachment 7 for William "Dick" Gibbs' Biographical Affidavit.

Until the Charter has been granted, there have been no official offerings for these positions except that of the Superintendent and the CEO. William "Dick" Gibbs will be the Superintendent. Melody Gibbs will be the Chief Executive Officer of the corporation. Dick Gibbs is also the co-founder and co-creator of Winfree Academy. He brings to the school twenty years in experience in school administration and three years as a co-director of Winfree Academy. Because Dick Gibbs is the husband of Melody Gibbs, Melody will refrain from voting whenever Dick's employment is under review for continuation or termination. Highly qualified candidates are being considered for other positions and will be selected pending the SBOE's approval of this application.

### **2. Powers and duties**

#### **a. Who will be the school's Chief Executive Officer? Describe the chain of command (attach an organizational chart).**

Melody Gibbs will be the board's Chief Executive Officer. The CEO is ultimately responsible for all aspects of the corporation. The Board of Directors and CEO will work together to ensure that the mission and vision of the school is being fulfilled. The Board is responsible for the overall policy and direction of the Superintendent, and will delegate responsibility for day-to-day operations to the Superintendent. The Assistant to the Superintendent, Campus Site Directors and the Director of Instruction will carry out the duties assigned to them by the Superintendent as well as those prescribed in their job descriptions. The Advisory Council as well as the Staff and Faculty for each campus will report to that campus' Site Director.

The governance structure of Winfree Academy consists of the Board of Directors, which provides for management of Winfree's educational programs so that it remains consistent with Winfree's vision and goals. Also, the Board will help maintain adherence to school policies and procedures which address all personnel matters, budgeting, purchasing, financial controls, and operations.

Assisting the Board of Directors are the Winfree Academy Advisory Councils for each campus. The Advisory Council is composed of every facet of the learning community to include parents, students, teachers, site directors, and community members. Roles for all participants on the Advisory Council are prescribed here and in pertaining job descriptions, seen below.

The Superintendent and Site Directors oversee the daily operation and management of the Charter School campuses. The Director of Instruction is requested to attend the bi-monthly Advisory Council meetings for the purpose of providing invaluable counsel, knowledge and expertise. The teacher and parent are duly elected by their peers and will represent their respective groups' interests.

Parents will be responsible for bringing to the Advisory Councils' attention those issues, concerns and questions expressed by the parent/ student community related to the instruction and education of their children.

The teacher will be responsible for bringing to the board's attention those issues, concerns and questions expressed by his/her community related to educational support and tools for the equipping of the staff for instruction of Winfree students. The teacher is also the primary resource for student and parent instruction and guidance. Each teacher (or "instructor") is responsible for approximately twenty-four students. The teacher reports directly to his/her site director. Other duties and responsibilities include:

- Complete required reports on the following: student status, student educational achievements, and attendance.
- Attend recommended teacher training and staff development courses.

The Site Director will be responsible for addressing issues, concerns and questions related to the support and training of teachers, instructional and administrative support staff, policy and procedure compliance, and school responses on issues involving the educational program.

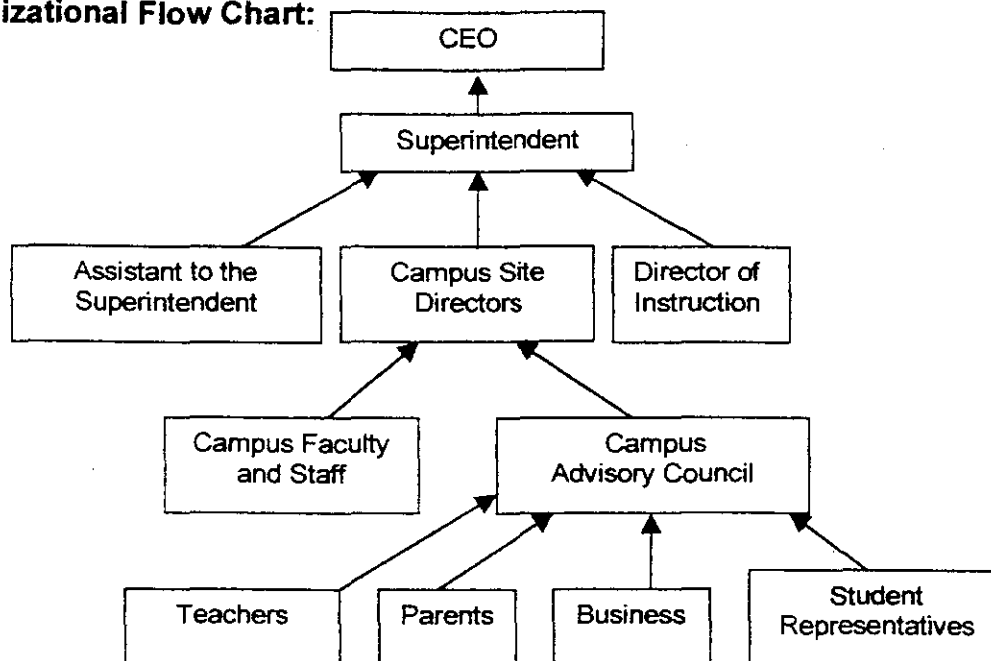
The Site Director reports directly to the Superintendent. Other duties and responsibilities include:

Reviewing teacher documentation , student attendance

- Acting as a permanent substitute when teachers are absent
- Providing leadership in the development of the teachers and student
- Handling student discipline

The Superintendent will be responsible for addressing issues, concerns and questions related to the management and operation of the charter school program and compliance with contractual agreements with TEA. The Superintendent reports directly to the Chief Executive Officer. Other duties and responsibilities include:

- Staff training and supervision
- Recommending policies and procedures
- Managing grievance procedures
- Assessing, reviewing and recommending curriculum development so the educational program aligns with TEKS
- Preparing and managing the operating budget
- Representing the charter school to state organizations

**Organizational Flow Chart:**

Complete job descriptions are found elsewhere within this application and in the Attachments (See Attachment 8).

**b. What experience has the proposed CEO had in managing a school and/or business?**

Melody L. Gibbs has sixteen years of experience in all aspects of education. Melody has been director of two private schools and for the past three years as the co-founder of Winfree Academy, she has been dedicated to the successful operation and instruction of the school. Melody Gibbs also has experience in leadership roles such as holding a position as an officer for the Texas Social Studies Council. Ms. Gibbs earned a Certificate of Competence in Instructional Leadership awarded by the University of North Texas.

**c. What criteria will the founders use to choose the academic and financial leaders of the school?**

The Board of Directors will choose leaders based on their heartfelt commitment to serving the needs of students, the history of their ethical practices, and their experience and expertise both in the educational and business arena. Therefore, any academic and financial leaders selected by the board will be chosen on the basis of the criteria set forth in individual functional requirements. The Financial Leader will be the Superintendent. The Academic Leader will be the Director of Instruction. For their qualifications, see their dossiers/resumes, included in this application. Also, descriptions of the roles of two other key players, the Business Manager and the Financial Accountant, are provided as part of the Business Plan, found later in this application.

**d. Provide a complete job description for the CEO, school academic director, financial director and other administrative personnel.**

**Job Description: Chief Executive Officer**

The Chief Executive Officer is responsible to the Board of Directors. The CEO is ultimately responsible for seeing that the corporation and the school are operating strictly in accordance with the Charter. The CEO is ultimately responsible for all aspects of the school. The Chief Executive Officer has general and active management of the affairs of the organization and has all the general powers and duties of supervision and management common to a CEO. Otherwise, s/he will do the following:

1. Assume responsibility for overseeing the carrying out and maintenance of the charter's contractual assurances with the SBOE.
2. Receive, evaluate, and monitor reports from the Superintendent.
3. Provide general and active management of the affairs of the corporation.
4. Monitor and evaluate the school's administrative leadership.
5. Provide leadership in the development of all school policies and procedures.
6. Provide leadership to the school's administrative staff.
7. Define expectations of the Superintendent.
8. In cooperation with the Board, resolve conflicts as needed when they are appropriately referred to the Board level.
9. Promote a positive and stable environment for leadership, teaching, and learning.
10. Ensure that the Superintendent is properly supervising the completion of management and other reports to appropriate entities in a timely manner.
11. Act as an official signatory on all-legal documents, contracts, and financial accounts.
12. Attend State Board Meetings and other required meetings as a representative of the corporation and the school.
13. In cooperation with the Board, receive and act on recommendations from the Superintendent concerning the placement and disposition of personnel.

**Job Description: Superintendent**

The Superintendent will have primary responsibility for day-to-day school operations, overseeing all employees, students, schedules, buildings, processes, procedures, reports, and records at Winfree Academy. The Superintendent is also the Financial Manager of the school and the Purchasing Agent for all school acquisitions. In addition, the Superintendent will...

1. Monitor and evaluate the instructional program by observing classroom instruction, conferencing with staff individually and collectively, and analyzing assessment data to determine student performance levels.
2. Provide instructional resources and materials to support the school's instructional goals.
3. Provide for instructional staff development.
4. Conduct research to find ways to facilitate school improvement.
5. Establish and maintain a positive work environment conducive to positive staff morale.
6. Promote a positive and stable environment for teaching and learning.
7. Resolve conflicts which arise among staff, students, or parents.
8. Provide leadership in working with the school's Advisory Council.

9. In collaboration with the Advisory Council, work to improve student attendance, academic performance, and behavior/attitudes.
10. Provide leadership in the selection of new staff members.
11. Define expectations for the staff by communicating and guiding in the implementation of effective procedural routines.
12. Provide for the appraisal of personnel and use staff evaluations as a spring board for improving individual and overall school effectiveness.
13. Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
14. Complete and/or supervise management and other reports to appropriate entities in a timely manner.
15. Develop and monitor an annual budget for the school.
16. Manage the use, maintenance, and cleanliness of the physical school plant.
17. Implement a student discipline plan that encourages positive and productive student behavior.
18. Provide for communication with parents and the community to keep all concerned constituents informed as to school events and conditions.
19. Participate in activities, which promote professional growth.
20. Report directly to the Chief Executive Officer and the Board of Directors for Winfree Academy Charter School.

**Job Description: Director of Instruction**

The Director of Instruction's primary role is to provide a quality curriculum and oversee its implementation. This will include TEKS alignment, TAAS support, staff development and continued research and development.

1. The Director of Instruction will develop high school level coursework and testing for all requirements necessary for an accredited high school diploma.
2. The curriculum will be aligned with TEKS.
3. Strategies will be developed and implemented to support student success on TAAS and end of course test requirements.
4. The director of Instruction will coordinate staff development related to the curriculum and learning needs of the Academy's students. The Director of Instruction will follow-up staff development with implementation supervision.
5. The Director of Instruction will research and structure conference opportunities, build and maintain research and reference materials to faculty and staff, and continually refine the Academy's programs. The Director of Instruction will attend appropriate conferences and training sessions and be responsible for relaying, reporting and/or implementing gained information.
6. The Director of Instruction will insure that courses and graduation requirements align with current and any future requirements of the Texas Education Agency.
7. The Director of Instruction will report directly to the Superintendent.

**Job Description: Assistant to the Superintendent**

1. Oversee the PEIMS reporting system and ensure that all PEIMS reports and data are compiled and presented on a timely basis.

2. Assist the Superintendent in the completion of all reports required by the Texas Education Agency.
3. Provide expertise and leadership in the implementation and monitoring of federally funded programs, special-needs programs, pregnancy-related services, and vocational programs.
4. Coordinate with the school's financial accountants to ascertain that budget reports, financial accounting, payroll, and debt satisfaction are fully and accurately accommodated.
5. Create and maintain effective procedures to keep students in regular attendance, coordinating among campus directors, staff, students, parents, and appropriate agencies to correct chronic cases of absenteeism.
6. Work with the Superintendent to structure and conduct purchasing procedures to maintain supply and equipment levels sufficient to conduct an efficient school operation.
7. Coordinate computer labs to ensure that equipment is operating and in good repair, and that software and hardware provisions are being met.
8. Monitor and maintain the calendar for student progress reports and report cards, and coordinate the timely submission of transcripts to withdrawing students.
9. Explore and make recommendations to the Superintendent and the Board of Directors relative to special services which would enhance the function of students and the efficiency of the school. For example, consider and report on the feasibility of a collaborative effort with universities and/or other organizations to provide counseling and/or mentoring for students.
10. Report directly to the Superintendent, and assist him as he requests.

**e. How will administrative personnel be evaluated?**

Appraisal instruments have been developed with objectives that correlate directly to each category for that unique Job Description. The appropriate organizational chart designee will complete these appraisals. Because of the unique nature of our staffing levels, an alternative to the PDAS evaluation has been created to provide accountability with each staff member's role and responsibility to the education and welfare of the students. A sample of the Appraisal Instrument is in the Attachments (See Attachment 9).

**f. What will be the salary range and benefits for administrative staff?**

The salary of staff will be commensurate with a public school district of the size of Winfree, and will include affordable health insurance for all full time employees. All full-time employees will also be eligible for the Teachers Retirement System. Liability insurance will be made available for the governing board. For salary details, see Attachment 10.

**C. For Faculty and Staff (Reviewed by Agency)**

**1. Include a description of the qualifications to be required for all classroom teachers and staff.**

The primary qualification for any employee at Winfree Academy is to embrace the vision of the school's philosophy of meeting the needs of high school aged children and the intense desire for them to succeed in all aspects of their lives. Secondly,

employees must exhibit a commitment to serving students who are in danger of dropping out of school in both the employees' academic and behavioral management strategies. Finally, teachers and staff should exhibit competence in academic or technical areas both in terms of knowledge of specific subjects and in the ability to motivate and facilitate student learning in specific academic areas. Teachers will have college corresponding with their primary areas of academic or technical service.

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

The entire Winfree staff is expected to include 30 employees per campus, including all positions. Winfree Academy will divide students into groups of no more than twenty-five students. The instructional staff serving these groups is comprised of teams, which include the Campus Director, the Director of Instruction, teachers, instructional technology personnel, instructional assistants, academic coaches, and classroom aides. This team provides an actual instructor to student ratio of one to ten. For actual staff numbers for each position, see the Staff Positions and Salary Schedule document in the Attachments (Attachment 10).

**3. Identify the proposed faculty and staff if possible.**

William D. Gibbs, III has accepted the position of Superintendent. Other positions have been created and described, but official announcements of specific personnel to fill these positions will await the approval of this application.

**4. How will the faculty and staff be evaluated?**

Appraisal instruments have been developed with objectives that correlate directly to each unique Job Description. The appropriate organizational chart designee will complete these appraisals. See the Attachments for a sample of a staff Appraisal Instrument (See Attachment 11).

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

See Job Descriptions in the Attachments (Attachment 8).

**6. For secondary schools, describe the method for determining that an individual student has satisfied the requirements for graduation.**

Winfree Academy will require all students to successfully complete the minimum graduation requirements set forth by the Texas Education Code as well as all State requirements regarding TAAS and end of course tests. A database and offline report has been developed to keep cumulative records for each student. The Office of the Registrar will monitor and maintain student records and provide assurance of each student's completion of all requirements for graduation. The State's Academic Achievement record will be the official transcript for Winfree Academy Charter School.

**D. Code of Conduct**

**1. Describe in detail your school rules or guidelines governing student behavior.**

The main purpose for a school is the education of its students. For learning to take place, an orderly climate must exist. Effective discipline is an essential ingredient in such a climate. Discipline is the responsibility of the educational and therapeutic staff, parents, and students. The Student Code of Conduct is most effective when it

reflects the input from and needs of the students and staff involved. Therefore, each Winfree Academy site will build on the conduct foundation provided here to establish and maintain the appropriate school environment. Each student is given a Parent/Student Handbook (Attachment 12) that describes each of the steps of disciplinary actions to be taken in a more detailed account. In our setting, all students are dealt with in a non-confrontational style in a private setting and no student is demeaned or demoralized. Except for violent or illegal misconduct, a student is first "conferenced" by the instructor. Secondly, the student is asked by the instructor to complete a self-reflection survey. On a third repetition of the offense, the student is referred to the Campus Site Director, who will proceed with graduated steps, depending on the intensity and/or frequency of offenses. A record of each referral is kept and parents are contacted each time a student is referred.

### **Student Code of Conduct**

1. No fighting, cursing, or disruptive behavior.
2. Do not deface or destroy the school property.
3. Follow class management plan
4. Do not disrupt class.
5. Attend school regularly.
6. Be at school on time.
7. Respect the rights and properties of others.
8. Show respect for all school personnel.

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

Guidelines for student expulsion and suspension are discussed in the Parent/Student Handbook (Attachment 12). Procedures include the following:

- Before suspension or expulsion is used, all other possible means for remediation must be exhausted.
- When the Campus Director must suspend a student for good cause, the parent and student should be offered opportunity for a hearing to discuss the appropriateness of the decision to suspend or expel.
- If the Campus Director determines that suspension or expulsion is appropriate, the parent/student should be given the opportunity to appeal the decision to the Superintendent. The appeal must be requested according to grievance procedures, described below.
- If the Superintendent determines that the Campus Director's decision to suspend or expel is appropriate, the parent/student may appeal to the Board of Directors. Request for this appeal must be made according to grievance procedures, described later in this document.
- The decision of the Board concerning suspension or expulsion is final.

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

Students are required to attend school in compliance with Sec.25.085. Compulsory School Attendance Law. the State's. Exemptions will be made in accordance with Sec. 25.086. Attendance procedures and plans are described completely in General Staff Procedures, which can be found in the Attachments. Attendance is taken at

the beginning of the third period of each school session. Students and/or their parents are contacted every day the students are absent. Efforts are made by the Student Attendance Clerk and the Student Advisor to remove conditions which are preventing the student from attending school and to return the student to a regular attendance pattern. Student attendance is enforced with a graduated system of letters sent to parents and students to indicate excessive absences as they occur, and students can be reported for legal processing in accordance with Sec. 25.093 Thwarting Compulsory Attendance Laws. See also "Attendance Procedures" in General Staff Procedures (Attachment 13).

## VI. Business Plan (Reviewed by Agency)

### A. Financial Management

**1. Develop a preliminary startup budget, covering only the planning and capital expenses necessary before school opening (must be completed on state-provided template A) and with supporting letters of credit and documentation verifying private sources of funds.**

The Winfree Academy Charter School Budget will receive general review and approval by the Board of Directors no later than April 1 of the year preceding the year of the budget proposed. Final adoption of the budget will occur no later than August 31<sup>st</sup> of the year preceding the year indicated on the budget.

#### ***Winfree Academy Charter School***

#### **START-UP BUDGET for August 1, 2000-September 15, 2000**

The following figures are estimates of start-up assets and expenditures prior to receipt of State funds:

<b><i>Revenue Estimates</i></b>	
State Charter School Start-up Funds	30,000
Private Sector Donations/Loans	70,000
Total Initial Revenues	100,000

#### ***Cost Estimates***

##### **Fixed Costs**

Phone bill	800
Building Lease for 2 sites	6,000
Electric bill	1,000
Security Monitor	20
Insurance (Building, Liability)	1,000
Gas	20
Water	20
Internet	<u>150</u>
Total Fixed Costs	9,170

##### **Set-up Costs**

Tables—60	2,000
Student Chairs—150	3,000
Office Furniture	8,000
Bookshelves	1,000
Teacher Desks	1,200

Cleaning Supplies	600
Equipment (TV's, VCR's, etc.)	1,000
Building Preparation	28,000
Security/Fire Systems/Inspection	<u>3,000</u>
Total Set-Up Costs	47,800
Other Costs	
Curriculum	5,000
Advertising	1,000
Supplies for classes	4,000
Copier	3,000
Computers—down payment	20,000
Phone systems	5,000
Miscellaneous	<u>5,000</u>
Total Other Costs	38,000
<b>Total Initial Set-up and Other Costs</b>	<b>99,970</b>

**2. Present a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses.**

The three-year budget, prepared on the State-provided template from Appendix VI in the application, can be found in Attachment 26.

**3. Present a three (3)-year cash flow projection showing monthly cash in flows from all sources by month, including loans and all monthly cash outgoes for all purposes, including loans.**

This cash flow projection can be found in Attachment 27.

**4. Do you plan to conduct any fundraising efforts to generate capital or to supplement the per pupil allocations (ADA)? If so, briefly explain fund raising activities and goals.**

The Advisory Council will form specific goals and design fundraising activities best suiting the specific goal. For example: student activities such as Proms and Award ceremonies will conduct activities that include student participation such as car washes. Goals more directed to academic support such as technology equipment and library materials will involve the school as well as both the neighborhood and business community by means of soliciting contributions. For an example of the results of a fund-raising effort, see Attachment 23.

**5. Provide a copy of the current and/or proposed business procedures handbook the school will be using, describe the policies, procedures, and forms for the daily business operation.**

**6. Provide a copy of the current or proposed monthly budget status report to the board of directors that will be used.**

**7. Describe the financial accounting and payroll accounting system to be used and the system's capacity to use the state mandated financial accounting system in the Public Education Information Management System (PEIMS)**

Answers to 5., 6., and 7. Combined:

Winfree Academy Charter School will employ the consultancy services of Buddy Byrd, who served with distinction for many years as the Business Manager of Irving ISD. He also served as Business Manager for the prestigious Highland Park ISD. In addition he was—early in his career—a financial auditor for the Texas Education Agency, when he became recognized throughout the State for his professional acumen in the area of school finances. Since that time, Buddy has served as a consultant to numerous prominent school districts throughout the State of Texas. Buddy Byrd will assist in the auditing of PEIMS and financial records, along with a CPA and Winfree's PEIMS expert, Mittee Kleifgen. Why is Buddy interested in Winfree? One reason is that his grandson graduated with honors from Winfree, at a time when the family had serious question that he would graduate at all. Buddy Byrd has become a friend and supporter for Winfree Academy. For more information on Buddy Byrd, see his profile in the Attachments (Attachment 14).

Accounting functions and annual independent audits will be performed by the accounting firm of Holmes and Petrick, one of the largest firms in Irving. Holmes and Petrick occupies around thirty employees and provides a long, reliable, and conscientious history of accounting services in the community. Howard Holmes will be our primary consultant. He has assured us that he can readily accommodate state financial accounting system requirements. He has further assured us that all payroll, bill-paying, record-keeping, report generation, and budgetary accounting will be achieved with exceptional accuracy, reliability, and timeliness. The software system which he selects for this service will be compatible with state systems for PEIMS reporting purposes. For more information on Howard Holmes and his company, see the letter and profile about these in the Attachments (See Attachment 15).

In the proposed Business and Finance Manual for Winfree Academy, policies and procedures are being refined to reflect the good business practices of the school and to establish clear guidelines in the areas of business and finance. Howard Holmes and Buddy Byrd will collaborate closely with Mittee Kleifgen (member of the Winfree Board of Directors and a highly-experienced and respected PEIMS expert) to provide streamlined and efficient business procedures and financial practices. Within the Winfree Academy Business and Finance Manual (proposed), the following areas will be clearly addressed:

- Purchasing procedures will be cited, including processing of requisition forms; steps for ordering supplies, equipment, materials, etc.; and staff and administrative responsibilities within the purchasing process. A requisition is initiated by a requesting employee, the requisition is reviewed for approval by the Campus Director or Superintendent, the item requested is located and purchased, and payment is processed. Payment may be made with the school's credit card, by check, or by charge account, as appropriate. It is the responsibility of the Campus Director or Superintendent to assume fiduciary responsibility for budgetary limits and purchasing priorities.
- Large-cost item must be submitted for competitive bidding to ensure the most favorable cost/benefit ratio.
- Travel charges will be reported on a mileage voucher, within guidelines for specific travel authorizations.

- Petty cash procedures will be cited, with a \$1,000 limit per campus. A voucher/receipt system is used for expending petty cash funds, and the school's accountant will monitor and verify proper management of these funds.
- Procedures for receiving and disbursing funds for student activities will be provided. Deposit procedures will be included in this discussion. Also included will be the disbursement and management of funds from vending machines and other fund-raising activities.
- Sick leave accounting and procedures, and substitute teacher pay schedules and requirements will also be cited. This section of the Manual will also discuss absence validation.
- Student attendance accounting, also discussed in General Staff Procedures and the parent/Student Handbook, will be covered in this Manual to provide exact accounting and reporting procedures for student attendance. Classroom instructors call roll at regular times, record absences on "attendance slips" and three-week registers, and sign and submit these daily and every three weeks respectively. Office personnel record and reconcile figures to ascertain accuracy and balance among all reported data.
- Schedules for processing and paying bills will be set in the Manual. Bills will be paid each Thursday, with all documentation due on Wednesday.
- Payroll will be done on the 20th of each month. Details for contracts, starting pay, ending pay, and pay out schedules will be discussed. All pay is spread over twelve months.
- Budget and revenue reporting/accounting will be discussed in some detail in the Manual. The financial accountant will handle all expenditures and receipts, and will provide regular reports to update budgetary outlooks for the Board of Directors, school administrators, staff, and the public.
- The financial accountant will also maintain complete files on paid bills, receipts, vouchers, bank transactions, and records, and other required files. These records and files will be kept in "auditable" condition.
- The financial accountant will provide all data and reports needed for Winfree PEIMS personnel to prepare reports for TEA.
- The financial accountant will select an accounting system which will correspond with the state financial accounting system.

A sample and representative pages from the Monthly Budget Report can be found in the Attachments (Attachment 16).

## **B. Facility Management (Reviewed by Agency)**

### **1 Description of and address for the physical facility. Note that all site addresses must be approved by the State Board of Education.**

Winfree Academy – Irving Campus: This site is established and leased to Winfree Academy at 201 Brown St., Suite 190, Irving, Texas. Located in an industrial site in Irving. This location also houses the administrative offices of the Executive Board.

Winfree Academy – Dallas Campus' *proposed* site is located in a suburban strip business center located at 7439 S. Westmoreland, Dallas Texas.

Winfree Academy – Ft. Worth's *proposed* site is in a small business center located at 1705 Chapel Avenue, Ft. Worth, Texas.

Winfree Academy – Northwest's *proposed* site is located in a suburban business center at 25032 FM 672, Lewisville, Texas

**2. Explain why this site would be a suitable facility for the proposed school.**

**Address the necessity of renovation to the facility and compliance with applicable building codes. Describe the services of the facility including heating, ventilation, and lighting, sanitary conditions and water supply.**

Winfree Irving and Dallas are currently established facilities that have met and obtained all of the city and county health, safety and fire codes as well as the American Disability Act. These sites as well as our proposed sites are designed to provide adequate light, and a comfortable, safe learning environment. Each facility contains more than adequate heating, air conditioning, and water. Any of the proposed new sites will be evaluated in coordination with each local building inspection office. Satisfactory blueprints would then be provided and a certified contractor will be obtained to insure compliant completion of the facilities. The Irving facility is less than one mile from the Irving Public Library main facility. This is one of the finest library systems in the Metroplex. This campus is also close to two public parks with complete indoor and outdoor recreational facilities. Students this year are participating in basketball leagues in these facilities. See Building Inspections, Attachment 25.

**3. Describe special use areas of the facility including playground/athletic areas, cafeteria, laboratories, general assembly areas, etc.**

Each facility is designed to have easily accessible networked computer labs. The labs are located in the classroom area to provide easy student access. The computer lab provides a one to three computer student ratio and plans exist to expand to a one to two ratio. The school is designed with open classroom concepts that are easily arranged for a large multi-use assembly area. Classrooms have physical arrangements that provide visual obstruction from other class areas. There are special project rooms, private classrooms for small group instruction or meetings and a multimedia room. A small fenced, outdoor area provides for some outdoor activity and supervised outdoor breaks. At this time one class area is equipped for catered food service in the event that, in our four hour day program, our enrollment exceeds the required percentage of students qualifying for a free and reduced breakfast program. Most science lab experiences are interactive internet and software-driven simulations. However, other experiments are conducted in the lab/special projects room.

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

At this point, we have prepared the budget to allow us to make future plans to purchase permanent facilities.

**5. Attach a copy of a lease agreement, deed to property or purchase agreement as applicable. See Attachment 17, Lease Agreement.**

**C. Student Attendance Accounting (Reviewed by Agency)**

**Describe your school attendance accounting procedures. Note: The TEA Student Attendance Accounting Handbook must be followed. Indicate name of computer program to be used for student accounting purposes and describe the capacity of that program to track of student related data required in PEIMS.**

Daily student attendance procedures will be followed in accordance with the TEA Student Attendance Accounting handbook. Winfree Academy will use one of the programs offered by vendors in Texas. (i.e. Winschool, RSCCC, Etc.) The program used will adhere to the policies and requirements of PEIMS, The Data Standards and the Student Attendance Accounting Handbook. A detailed account of daily procedures is included in General Staff Procedures, which can be found in the Attachments (See Attachment 11).

**Attach a school calendar and identify the hours of school operation including a description of teacher/student contact hours.**

**Winfree Academy Calendar For 2000-2001 School Year**

**August**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Reporting Periods**

[[Track One]  
 08-16-2000 - 09-28-2000  
 9-29-2000 - 11-13-2000  
 11-14-2000 - 01-11-2001  
 01-12-2001 - 02-23-2001  
 02-26-2001 - 04-13-2001  
 04-16-2001 - 06-01-2001

**February**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

**September**

S	M	T	W	T	F	S
					1	2
3	(4)	<5>	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**[[Track Two]]**

10/18/2000 - 12/01/2000  
 12/04/2000 - 01/29/2001  
 01/30/2001 - 03/12/2001  
 03/13/2001 - 05/03/2001  
 05/04/2001 - 06/12/2001  
 06/13/2001 - 07/27/2001

**March**

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**October**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	(9)	<10>	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**Student Holidays ( )**

**April**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	<24>	25	26	27	28
29	30					

Sept. 4, 2000 Labor Day  
 October 9, 2000 Fair Day

**November**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 22 - 24, 2000 Thanksgiving  
 December 22 - January 2, 2001 Winter Break  
 January 15, 2001 Martin L. King Day  
 March 19-23 Spring Break  
 April 20-23 Spring Solace  
 May 28 - 29, 2001 Memorial Day  
 July 4, 5, 2001 Independence Day

**May**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**December**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**Teacher In-service**

August 14, 15, 2000  
 September 5, 2000  
 October 10, 2000  
 January 2, 2001  
 January 15, 2001  
 April 24, 2001  
 May 29, 2001  
 July 06, 2001

**June**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 30, 31, 2001

**January**

S	M	T	W	T	F	S
	1)	<2>	3	4	5	6
7	8	9	10	11]	[12	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29]]	[[30	31			

Monday-Friday Schedule: 4-hour sessions  
 AM 8:00am – 12:00pm  
 PM 12:30pm – 4:30pm  
 Night 5:00pm – 9:00pm

**July**

S	M	T	W	T	F	S
1	2	3	(4	5)	<6>	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27]]	28
29	30	31				

**Provide a draft of a board policy providing for the admission of students eligible for a public education grant (PEG) under Texas Education Code, Subchapter G, Chapter 29. Describe how the school will implement the policy.**

Winfree Academy will accept transfer students covered under the Public Education Grant.

**D. Transportation and Food Service (Reviewed by Agency)**

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

Winfree Academy is located on the Dallas Area Rapid Transport (DART) route and the Texas "T" route in Ft. Worth for easy access for all students including Special Education students. This district will reimburse parents of special education students requiring transportation as part of their Individual Education Plan at the rate of \$.28 per mile to transport their children.

- 2. Describe provisions for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs. (If 10% of your students qualify for free or reduced lunch you are required to provide a breakfast program for those students.)**

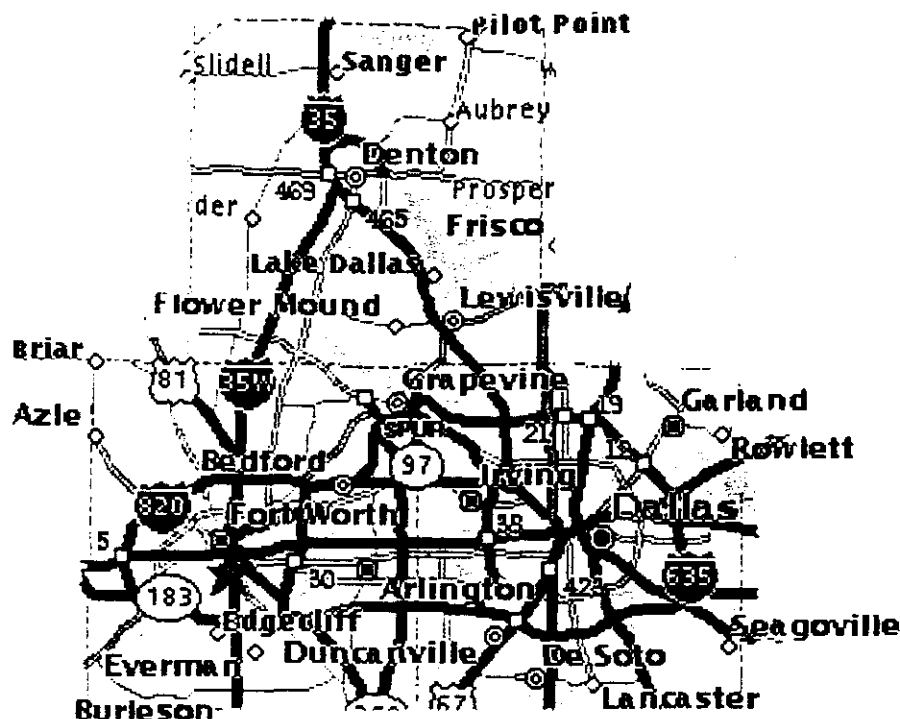
Winfree is a 4-hour student day program with less than 10% of our students qualifying for free or reduced lunch. At such a time that we meet or exceed 10%, the appropriate dietary personnel and breakfast provisions will be met following all local, SBOE, and Federal health and dietary guidelines.

**VII. Geographic Boundaries and Statements of Impact (Reviewed by Agency)**

**A. Geographic Boundaries**

- 1. Describe the geographic area to be served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served. NOTE: this description must be specific and definite.**

Dallas, Denton, and Tarrant Counties are the geographic area to be served by Winfree Academy.



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

Winfree Academy presently has students from the following school districts located in Dallas, Denton and Tarrant Counties:

057903, 057904, 057905, 057906, 057907, 057909, 057910, 057912, 057913, 057914, 057920, 057922, 061902, 061912, 220901, 220902, 220906, 220907, 220908, 220916

We anticipate accepting students from the following school districts located in Dallas, Denton and Tarrant Counties:

057911, 057916, 057919, 061501, 061901, 061903, 061905, 061906, 061907, 061908, 061910, 061911, 061914, 220904, 220905, 220910, 220912, 220914, 220915, 220917, 220918, 220919, 220920

#### B. Statements of Impact

1. The sponsoring entity must send a copy of the form in Appendix IV, *Statement of Impact*, to the superintendents of all school districts that are likely to be affected by the establishment of the charter school, including those districts from which the charter school will accept transfers. The purpose of the form is to document any adverse impact on the affected district or any potential enrollment shift that may impede a district's ability to comply with a court order affecting the district. The form must be sent to all districts in the geographic area from which the school will draw students. A copy of the charter school application and a letter from the sponsoring entity should accompany the form, requesting the superintendent of the affected district to submit the signed and completed form to the Texas Education Agency.

December 31, 1999

«Name\_of\_School»  
«Address»  
«City», «State» «Zip»

Dear Superintendent and President of the Board of Trustees:

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

It is requested that you review the Statement of Impact form and submit it to the Texas Education Agency. If you have questions about the process for approval of "at-risk" charter schools please contact the Division of Charter Schools at 512.463.9575. If you have questions concerning Winfree Academy, please contact Mr. Dick Gibbs at 972.313.9294.

Sincerely,

Melody L. Gibbs

2. The Statement of Impact form should be sent to all affected districts no later than the date the application is submitted to TEA. See Attachment 22.

### Statement of Impact

Purpose of this form: The sponsoring entity, Winfree Academy, located in Irving, Texas is submitting an application to the State Board of Education for approval to operate an "at-risk" charter school. In accordance with Texas Education Code, Section 12.110(d)(2), this form must be provided to any school district likely to be affected by the open-enrollment charter school. Your school district may then submit this form to the State Board of Education information relating to any financial difficulty that a loss in enrollment may have on the district, information pertaining to any impact on student enrollment that may impair a district's ability to comply with a court order affecting the district, and any other information it wishes to share with the board.

Instructions: Submit the completed form signed by the district superintendent and board president to: The Texas Education Agency; Division of Charter Schools; 1701 North Congress Avenue; Austin, Texas 78701. Impact statements must be received by the agency on March 1, 2000 for Fourth Generation applications. Applications will consider by the State Board of Education with respect to approval of the proposed open-enrollment charter school. For information about the procedures for approval of open-enrollment charter schools, please contact Division of Charter Schools at 512/463-9575.

Name of Proposed Charter School: Winfree Academy Charter School

Check the appropriate response below:

The proposed open-enrollment charter school is not expected to adversely impact the school district to a significant degree.

The proposed open-enrollment charter school (amendment) is expected pact the school district in the following manner:  
(Describe the impact in the space below and/or attach any supporting documentation.)

«Name\_of\_School»\_

«County\_District\_Number»

«Address»; «City», «State» «Zip»

\_\_\_\_\_  
(Signature of Board President)  
Name)

\_\_\_\_\_  
(Print Board President's

\_\_\_\_\_  
(Signature of Superintendent)  
Name)

\_\_\_\_\_  
(Print Superintendent's

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number)

3. The charter school application must include a list of the districts to which a Statement of Impact form and submit it to the Texas Education Agency by the date of submission of the application to the State Board of Education. Upon receipt of each charter school application, Agency staff will determine whether all districts likely to be affected by the establishment of the proposed charter school received a Statement of Impact.

**Statement of Impact Notification to Independent School Districts**

Name of School	County	District	Address	City	State	Zip
Argyle ISD	061910		PO Box 989	Argyle	TX	76226-0989
Arlington ISD	220901		1203 W. Pioneer	Arlington	TX	76013-6246
Aubrey ISD	061907		415 Tisdell	Aubrey	TX	76227-9619
Azle ISD	220915		300 Roe Street	Azle	TX	76020-3194
Birdville ISD	220902		6125 E. Belknap	Haltom City	TX	76117-4204
Carroll ISD	220919		1201 N. Carroll	Southlake	TX	76092-9405
Carrollton	057903		PO Box 115186	Carrollton	TX	75011-5186
Castleberry ISD	220917		315 Churchill	Fort Worth	TX	76114-3729
Cedar Hill ISD	057904		270 S. Highway	Cedar Hill	TX	75104-0248
Coppell ISD	057922		200 S. Denton	Coppell	TX	75019-3205
Crowley ISD	220912		PO Box 688	Crowley	TX	76036-0688
Dallas ISD	057905		3700 Ross	Dallas	TX	75204-5490
Denton ISD	061901		PO Box 2387	Denton	TX	76202-2387
DeSoto ISD	057906		200 E. Beltline	DeSoto	TX	75115-5795
Duncanville ISD	057907		802 South Main	Duncanville	TX	75137-2316
Eagle	220918		PO Box 79160	Fort Worth	TX	76179-9160
Everman ISD	220904		608 Townley	Everman	TX	76140-5206
Fort Worth ISD	220905		100 N. University	Fort Worth	TX	76107-3010
Garland ISD	057909		720 Stadoi, Drove	Garland	TX	75040-4616
Grand Prairie ISD	057910		Box 531170	Grand Prairie	TX	75053-1170
Grapevine-Colley	220906		3051 Ira E Woods	Grapevine	TX	76051-3897
Hurst-Euless-Be	220916		1849 Central	Bedford	TX	76022-6096
Irving ISD	057912		Box 152637	Irving	TX	75015-2637
Keller ISD	220907		304 Lorine St	Keller	TX	76248-3447
Kennedale ISD	220914		PO Box 467	Kennedale	TX	76060-0467
Krum ISD	061905		809 East McCart	Krum	TX	76249-9649
Lake Dallas ISD	061912		PO Box 548	Lake Dallas	TX	75065-0548
Lake Worth ISD	220910		6800 Telephone	Lake Worth	TX	76135-2899

Lancaster ISD	057913	PO Box 400	Lancaster	TX	75146-0400
Lewisville ISD	061901	PO Box 217	Lewisville	TX	75067-0217
Little Elm ISD	061914	500 Lobo Lane	Little Elm	TX	75068-5220
Mansfield ISD	220908	605 E. Broad	Mansfield	TX	76063-1794
Mesquite ISD	057914	405 East Davis	Mesquite	TX	75149-4701
Northwest ISD	061911	18501 State	Justin	TX	76247-8700
Pilot Point ISD	061903	920 South	Pilot Point	TX	76258-9584
Ponder ISD	061906	PO Box 278	Ponder	TX	76259-0278
Richardson ISD	057916	400 South	Richardson	TX	75081-1498
Sanger ISD	061908	PO Box 188	Sanger	TX	76266-0188
Sunnyvale ISD	057919	417 Tripp Road	Sunnyvale	TX	75182-9544
White Settlement	220920	401 South Cherry	White Settlement	TX	76108-0025
Wilmer Hutchins	057920	3820 E. Illinois	Dallas	TX	75216-4140

#### VIII. Governance Structures and Processes (Scored by Review Committee)

##### A. What steps will be taken to maintain continuity between the founding coalition's vision and future governing boards?

It is the expectation of the founding coalition that its vision for the charter will be **maintained beyond the life of the existing Board** and will be carried out by future boards. It is essential to the longevity of the program that it not rely on the personalities of the founding coalition, but rather on a system that can be maintained by future boards. Careful consideration has been given to the establishment of the governing board's roles and responsibilities, as stated in the Articles of Incorporation and by-laws. The founding coalition is also taking definite steps to maintain continuity.

The steps which will be taken to maintain continuity are, as follows:

1. The founding coalition's vision is stated in the Winfree Academy Mission Statement. **The mission of Winfree Academy Charter School is to create a supportive and safe environment that motivates, educates and trains students who have achievement and attendance deficiencies, to enable them to graduate from high school prepared with the skills and abilities needed for employment and life.** This Mission Statement has been established in the Articles of Incorporation. Under the Roles and Responsibilities of the by-laws, it is required that each director of the board will support the Mission Statement's continuance. **This requirement is established as a primary responsibility of the current governing board and all future governing boards.**
2. The By Laws have established an electoral procedure to fill vacancies. Directors will be elected by a majority vote of the current directors.
3. The terms of the board members will be **staggered in order to provide stability and avoid any opportunity for dramatic changes in the make-up of the governing board.** The term of the Chair shall be four years and the terms of the other members shall be

two years. Terms in the initial year of incorporation will extend the service of the Vice Chairs by one year to stagger the terms.

4. Future candidates must show existing qualifications and experience directly related to their ability to maintain the established program to be considered for election.
5. Winfree Academy is a school for students who are considered "at-risk" of dropping out of school. **The nature of this program's vision tends to limit any major changes to the school.** Our vision is like a gyroscope for directional stability.
6. Each new board member will be required to complete a comprehensive orientation and training program on the school's operation and vision.

**The steps given above will help maintain continuity between the founding coalition's vision and future governing boards.**

- B. Describe the roles and responsibilities of the board(s). If the governance structure includes more than one board, e.g., a school board that is separate from the board of the sponsoring entity, articulate the responsibilities assigned to each of the boards. Bear in mind that the board of the sponsoring entity is ultimately responsible for the school's compliance with the charter.**

Winfree Academy Charter School is **clearly committed to the understanding that its governing board is ultimately responsible** for the school's compliance with the charter, and compliance with all laws, codes and regulations assigned by the State Board of Education and the Texas Education Agency. The governance structure consists only of the board of the sponsoring entity. The sponsoring entity, Winfree Academy Charter Schools, abides by its highly structured Articles of Incorporation and Corporate Bylaws. The corporation has had the Articles reviewed and approved by legal consultants to further insure a strong structure upon which to build. Each of the responsibilities of the board is specifically laid out in a manner that will facilitate the successful fulfillment of the board's responsibilities and roles. All meetings of the board will be held in accordance with the Open Meetings Act and the Open Records Act (Texas Education Code 551 and 552). Each director will complete any and all training requirements of the State Board of Education.

Governance responsibilities will be discharged, as follows:

- The Board will set policies and procedures for the school that ensure operations are in full compliance with the State Board of Education, all involved governmental agencies, and the Charter.
- The Chief Executive Officer, responsible to the corporation as an employee, shall have general and active management of the affairs of the Charter School and the Non-Profit Corporation alike, and shall see that all orders and resolutions of the Board are carried out. The CEO shall execute contracts, agreements, bonds, mortgages, and other documents for charter school business, and performs other duties prescribed by the job description for the Chief Executive Officer.
- The Board is responsible for overall policy and direction of the Chief Executive Officer, whose job description is prescribed by the governing board.
- The Board is responsible for overall policy and direction of the Superintendent whose job description is prescribed by the governing Board. The Board delegates responsibility for day-to-day operations to the Superintendent.

- The Board will require regularly scheduled reports on financial status, school demographics, PEIMS, TEKS requirements/compliance, and student achievement, as well as all other reports required to maintain close supervision of the charter operations.
- There shall be no less than five officers and no more than seven officers of the Board, consisting of the Chair, Vice Chair of Operations, Vice Chair of Special Programs, Secretary, and Treasurer. At present there are five officers. Their duties are as follows:

#### **The Chair**

1. S/He shall convene regularly scheduled Board meetings in keeping with the Open Records and Meetings laws and shall preside or, if absent, arrange for other members of the executive committee to preside at each meeting in the following order: Vice Chair of Operations, Vice Chair of Special Programs, Secretary, and Treasurer.
2. As a director of the board, He or She will vote and base actions on the established mission statement and vision of the school.
3. The Chair shall cast the deciding vote in any meeting where there shall be a tie.
4. S/He shall be an ex-officio member of all committees, and shall cast the deciding vote in any meeting where there shall be a tie.

#### **The Vice Chair of Operations**

1. S/He shall act in all cases for and as the Chair in the latter's absence or incapacity.
2. As a director of the board, he or she will vote and base actions on the established mission statement and vision of the school.
3. S/He shall chair committees on special subjects related to general operations and subjects designated by the Board.

#### **The Vice Chair of Special Programs**

1. S/He will chair committees on special subjects related to the academic mission of the school and subjects designated by the Board.
2. As a director of the board, he or she will vote and base actions on the established mission statement and vision of the school.

#### **The Secretary**

1. S/He shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings.
2. As a director of the board, he or she will vote and base actions on the established mission statement and vision of the school.
3. S/He shall be responsible for sending out meeting announcements, distributing copies of minutes and the agenda to each Board member and for making the minutes available as prescribed by any open records acts or laws and assuring that corporate records are maintained.

#### **The Treasurer**

1. S/He shall make a report at each Board meeting. The treasurer shall chair the finance committee, assist the Superintendent in the preparation of the budget, develop fund raising plans, and make financial information available to the Board and the public.
2. As a director of the board, he or she will vote and base actions on the established mission statement and vision of the school.

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

Winfree Academy has been in existence for three years. We are proud of our history. Our current system for responding to complaints has proven to be beneficial. **We have never been contacted or formally notified of any complaints by any agency. Winfree believes in a proactive system!** The school systematically provides frequent interaction and opportunities for staff members, parents and students to voice their suggestions, opinions and concerns. This is our "ounce of prevention"...dealing with issues **before** they become *complaints*. At the same time, Winfree Academy Charter School is committed to providing multiple opportunities for receiving and responding to complaints from parents, students and employees, once they develop. **We believe that the key to a successful complaint-management program is to open the doors to two-way communication and to provide a safe environment for concerns to be addressed in a respectful and non-confrontational manner.** The following plan outlines this program:

- 1) An Advisory Council, Winfree's answer to the site-based-decision-making idea, consists of parents, students, and employees who work in committees to address concerns expressed by members of the committees. The Advisory Council hears complaints and ideas for improvement from sub-committees, develops **action improvement plans**, and presents the plans at regularly scheduled meetings of the Board of Directors.
- 2) In order to remain proactive and provide an educational setting that best meets the needs of its constituents, **Winfree Academy provides opportunities for faculty, parent and student involvement.** Students, parents, or staff may voluntarily join a *campus improvement committee*. These committees are actually task-groups, which deal with specific topics and problems on campuses. Ideas or plans that are far-reaching or need to be generalized may be communicated to the Advisory Council through committee representatives, and to the Board of Directors through the Advisory Council.
- 3) **Every decision made at one level may be appealed to the next level.** Due process requirements followed by Winfree Academy include a provision wherein parents or employees may have a legal representative present at all hearings occurring within the grievance process. Grievance procedures require a "complainant" to request appeal of a decision within five working days of the date of the precipitating event, or last decision/hearing. A hearing will be held within seven working days of the date the request is received. The exception is that appeal of a decision made by the Superintendent to the Board of Directors will be heard at the next regularly scheduled board meeting. If an emergency exists, the hearing can be heard sooner, as directed by the Board Chair. Steps in the appeals process will take place from one level to the next. Teachers and parents direct complaints to the Campus Director, then to the Superintendent, and finally to the Board of Directors. The Chief Executive Officer may choose to intervene between the levels of the Superintendent and the Board of Directors to hear an issue before it goes to the Board. Otherwise, a grievance appeal surpassing the Superintendent's level will proceed directly to the Board of Directors.

- 4) Each campus director will be responsible for conducting periodic faculty meetings to maintain a proactive approach to problem solving and provide opportunity for further action.
- 5) The Superintendent and all subordinate administrators will maintain an “Open Door” policy. Any complaints and their resolutions will be documented in each administrator’s monthly reports.
- 6) The district calendar will include **parent conference days to allow for conferences...throughout the day...between parents and school personnel.**
- 7) The district will **publish the name and phone numbers of each member of the administration** for faculty and parents. Nonetheless, every attempt will be made to resolve problems at the lowest level of authority possible, following the organizational line of authority.

**D. What steps will be taken to facilitate a productive relationship between administrators and teachers?**

The board will adopt policies that will **facilitate a productive relationship between administrators and teachers.** The Board will review and monitor administrator/teacher relationships in the form of official evaluations completed by teachers. Policies will include but not be limited to the following:

- a) All administrators are required to have an open door policy to facilitate a positive relationship with the teaching staff.
- b) The Superintendent and Chief Executive Officer will **each be required to visit with each administrator and teacher** to establish relationships and set an environment of service leadership.
- c) The board will **award administrators, teachers, parents, and students official recognition** at each board meeting.
- d) Teachers are provided a **sense of ownership** through active participation in the Advisory Council. (The Advisory Council is described in the bylaws for Winfree Academy Charter School, Inc, which can be seen in Attachment 1.).
- e) Teachers will be involved in the decision making process regarding:
  1. improving student ability to read and write
  2. developing plans for staff morale and professional growth
  3. providing input to create innovative approaches for meeting the needs of students at risk of dropping out of school
- f) Teachers will be given the opportunity to **complete evaluation forms** on each administrator, signed or anonymous.
- g) Administrators will develop **teacher awards for excellence.**
- h) Staff development retreats and meetings will be conducted to include all administrators & teachers working side by side to create a **service-leadership management style.**

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

A District-Wide Advisory Council consisting of **parents, students, local business leaders, and employees** will oversee Campus Advisory Councils set up to address concerns expressed by the respective Winfree campuses. **Each Campus Council will develop action improvement plans** and present the plans at regularly scheduled meetings of the District-Wide Council. The District-Wide Council will present ideas or

concerns to the Board of Directors. Parents will be at the heart of these councils, both district-wide and campus.

In order to provide an educational setting that best meets the needs of its constituents, and to promote site-based decision-making, Winfree Academy will provide numerous opportunities for parent and student involvement, as seen in the following:

Parental Involvement:

- a) **Each parent will be given an orientation and written explanation of decision-making and participation opportunities.**
- b) Parents will be encouraged to participate as members on any one or more of the Campus Advisory Council sub-committees. These sub-committees will include parents who are not formal members of one of the advisory councils, extending the scope of parental involvement beyond the councils themselves.
- c) Parents will be asked to join other committees (operating outside Advisory Councils and their sub-committees) specifically targeted for parents. These parent committees will elect parent representatives to Campus Advisory Councils, which will in turn elect representatives for the District-Wide Council. Parent committees will work on specific topics. For instance, the Board of Directors may ask **parent committees to develop portions of the regular progress report** that would provide the best information to parents regarding students' progress.
- d) Parent involvement will follow the recommendations of the **Parent Involvement Manual**, published by TEA. Documents from this manual will be distributed at parent meetings to help parents understand education in Texas and parents' roles in helping their children by helping the school.

Student Involvement:

- a) Each student is given an orientation and written explanation of decision-making and participation opportunities.
- b) Students are encouraged to seek membership on any one or more of the Advisory Council committees or sub-committees. They are also encouraged to join other committees set up on their campuses to deal with generic issues, problems, or areas of needed improvement which interest them, in collaboration with parents serving on similar committees. Each committee will prepare improvement plans with objectives, plans of action, and timelines.
- c) Students will also be asked to join campus planning committees specific to them. The students will work in these committees at scheduled times during the regular school day to **allow optimum opportunity for participation**. The committees will have a faculty advisor to guide them.
- d) Each Friday, students will participate in a "Community Meeting" at which time they will express concerns, cite ways to make "student life" better, suggest activities or clubs, recognize achievements of fellow classmates, and develop committees to follow up on plans.

**There is much to be learned and gained from parents and students. They, too, are teachers and supporters. This attitude is prevalent at Winfree.**

Here are some examples of topics being treated by parent/student committees at the existing Winfree site:

Elective Subjects, Future School Calendars, Progress Report Improvements, Special Events, and Textbook Selection

**IX. Vision of the School (1-2 pages) (Scored by Review Committee)**

**A. Describe the long-range vision of the school.**

**Winfree Academy's Vision**

Winfree Academy's founders realize successful growth of this and every endeavor depends on **establishing a clear and focused vision and a path for growth that is carefully planned**. The vision began as a dream of its original founders **to provide a unique educational setting for students who were either not succeeding or did not sense their success in a traditional school environment**. Winfree Academy began as a private school to service students in their local community. **Many of these students were not enrolled in any school and they, as well as their parents, were doubtful they would graduate from high school**. The program's success led to a local charter school's invitation to provide the benefits of a state-supported charter school so that Winfree could operate as a campus site for that charter program. Under the Winfree founders' direction and program development, the school grew to an enrollment of over 600 students within its 3-year existence.

The clear original vision of Winfree Academy was to develop a **truly self-paced, individualized, academic and personal-growth program that would provide students with the opportunity to graduate with the skills and abilities needed to follow their individual plans and dreams for a productive future**. This is still our vision for the future. The Winfree program's success is based on **sound educational principles and on the many years of its founders' experiences in working with students who are at-risk of dropping out of school**. (*Melody Gibbs is known throughout the State for her pedagogical expertise. Dick Gibbs has been a public school administrator for 20 years, serving as principal and superintendent for about half that time and as curriculum director for the other half. Both have extensive, successful experience with at-risk students and programs.*) It is the mission of the school to eliminate barriers and provide an individualized academic plan for each student that ensures success. The school's beliefs include the need to expose students to a variety of career and service learning opportunities, and to provide students with a **sense of ownership in their own learning process**. All this operates within a caring and nurturing atmosphere. It is our view that leading students down the path of academic success leads them to an increased sense and appreciation of self. This new awareness, coupled with clear career-planning options, equips students with a **renewed sense of freedom to plan and pursue their dreams**.

**Extending these statements of hope from what is...to what can be...we look finally at the "long-term" vision of Winfree Academy**. Our long-range vision includes expanding a variety of academic, extra-curricular and parent-student services. **Our plan is to grow steadily in a manner that will allow each undertaking to proceed on firm footing**. We have opened two sites and plan to use our first year as a charter school to smoothly "transition" these campuses from someone else's charter to our own. The second year we have plans for the opening of at least one more campus and possibly

two in the Dallas/Ft. Worth area. The additional campuses will extend our services to many that are currently out of range of existing campuses.

The school will continue to operate computer labs with a one-computer-to-three-student ratio. **Technology plans include improving the ratio to make a computer available to any student at anytime.** We envision other developments in computerized instruction that will prepare students for the 21<sup>st</sup> century. For instance, a program is being developed so that our students will have the opportunity to receive **Microsoft Office certification** through a specialized program of study. This program will open exceptional career opportunities for many students. Technology plans also include specific vocational training **to enable students to generate multi-media presentations in the Arts.**

Winfree has a **two-year timeline to develop a service learning plan that promotes civic participation.** We envision a service learning program that has specific measurable learning objectives. For example, we will provide curriculum that provides classroom learning in the area of active political citizenship. **A goal for this program will be to promote civic responsibility.**

Research done by the University of Texas shows that a successful service learning plan begins at the "round-table" with students as participants. During the first year of this program's operation, students will participate in real-world experiences that may include such experiences as volunteer work in a political campaign, or work at a government agency or political office. For example, our city has a youth task force charged with developing programs for the city's teens. Students can develop a partnership with this group.

Our **career development program** will continue a path of partnering with community businesses in the development of mentoring programs that expose students to career opportunities through personal contact. We are currently organizing a group of supportive organizations and agencies, inviting a diverse genre of guest speakers, creating liaison with local universities, and creating additional training opportunities for students. Each student will be provided the opportunity to explore a specific career path and set goals in a formal transition prior to and upon graduation from high school. One component of this plan is to arrange for a school official and/or mentors to provide the service of assisting students with enrollment in a college or training program. This will include **assistance with forms and going with the student or a group of students and walking through the enrollment process at the post high school location.**

Winfree Academy is currently working with local counselors, agencies, and graduate students of Texas Women's University's psychology department to assess the **needs of At Risk students** and provide **on-site counseling services.** We currently offer **group counseling sessions that are conducted by a licensed therapist with chemical dependency certification.** As a charter school we will expand official services to include emergency crisis intervention and individual counseling sessions as well. This will include **substance abuse and anger management.** Other "wrap-around" services include incorporating Korem Associates' successful **Protector program**, a network of **emergency community service agencies** for temporary shelter, food, and clothing, into the Winfree program. Many of our students are young mothers. Within three years we plan to have a **contracted service provider for day care on-site** or in close vicinity to each campus.

During our second year as a charter school, we will develop a program to **create a “transition” ninth grade for students who are still classified as 8<sup>th</sup> grade yet are behind more than one year. Statistics show that these youngsters have the greatest difficulty making the transition to high school and are in a high risk category for not completing school.** This program would include mastery of 8<sup>th</sup> grade curriculum as well as working on students’ academic deficiencies. Our program will provide hope for these students as they see they are gaining ground and “catching up” with their age group.

As a charter school, we can enhance, enrich, and embellish our curriculum as the useful handiwork of our own creativity. **We will expand our facilities and services to accommodate all of each student’s needs: academic, vocational, psychological, emotional, physical and even financial. Ultimately, we want to create a one-stop shop where students (and by association their families) can have all needs cared for which might tend to obstruct their progress into worthy citizenship, parenthood, employment, healthy and positive living, and a lifetime of deliberate, perpetual learning.** Winfree Academy has experience in addressing academic needs in unusual and impressive ways. The direction of our future growth, however, **based on a strong and expanding academic foundation, is toward extending services that (truly) encompass the needs of the whole child.**

2. **In succinct terms, describe the educational philosophy or pedagogy of the proposed school that supports how you will reach your vision.**

The Winfree Academy program has a history of successfully meeting its original vision and mission. As a charter school our **mission is to create a supportive, safe environment that motivates, educates, and trains students who have achievement, attendance, and behavioral deficiencies so they can graduate from high school prepared with the skills and abilities needed for employment and life.**

Furthermore, the school’s commitment to the students is to help them use the momentum gained by **acquiring their diplomas to enable them to move freely and confidently toward their individual goals.** Research and experience tells us that we must attend to the barriers that prohibit each student’s ability to succeed, be they academic or social in nature.

**The first step toward success is to provide schools which are smaller, and which offer a more-favorable adult-student ratio. A caring philosophy and style on the part of staff members are crucial to this success. Winfree’s unique program provides this kind of atmosphere, requiring a paradigm shift away from that which is seen in many traditional classrooms and traditional staff roles.** Each small group of students is provided an academic coach that can closely attend to the daily needs of students, provide a more intimate setting for motivation, and promote a sense of belonging. The staffing team also includes tutors in all core areas, especially in science, language, and math. Finally, the education team includes a master teacher that orchestrates the total educational process for each group of students. The school team includes a vocational coordinator, a personal counselor, support/secretarial staff, a nurse, a campus director, a school-to-work counselor, and liaisons with community service groups. Most important to the Winfree Program is a philosophy of nurturing that involves all members of the school staff. **Students are treated respectfully as**

**“clients” in a non-confrontational manner that is never demeaning or demoralizing. The focus is always placed on the individual needs of the students.**

**Winfree’s academic program is a masterpiece! Its original design was created by the founders and is now visited by other alternative schools and used in several other schools’ programs.** The academic program includes core subject matter, high interest electives, life and parenting skills, technology, and college preparatory coursework. Each course is carefully developed. First, the TEKS for each course is researched. Then computer based instructional programs are selected that best match and promote learning. Third, the state’s adopted texts are selected and analyzed for the resource they can provide the students. Next, a look is taken at what is truly needed to provide a “holistic” approach to educating our students. Authentic forms of learning and assessment are created **that pay attention to the needs of “At-Risk” students**; that is to say, we provide activities that are **real world in nature and allow for a more personal approach to learning**. Each activity is then designed to accommodate the different levels and abilities of our students.

In order to tailor instruction to fit the student, a careful analysis must be made of the **accumulated deficiencies** that a student may have. These deficiencies often prohibit progress in the areas of reading, writing, and math. These will be corrected so that students can derive full benefit from offerings in school. **With careful testing, an individualized program can be developed using computer-assisted software and innovative portfolio coursework for each subject.** Each student’s program is primarily mastery based. This allows for each student to devote more time and attention to areas of deficiency. As students approach tasks in their school assignments, they must see the relevance of the tasks to their own lives to believe the activities being required are of any importance or benefit to them. It is especially important for activities to be real world in nature. Students recognize the need to learn **information that is meaningful and applicable**. It is also important to accommodate the multiple learning styles of students. This allows them opportunities for success in areas of strength...and growth in areas of weakness. It is in the program’s design for students to move at their own pace. **In areas without deficiencies, where specific skills have been mastered already, students move quickly and see credits mount rapidly. This success catapults a momentum for students to work even harder. In most cases, students recover time lost in former settings and graduate with, or even ahead of, their scheduled age group.**

Our vision includes preparing students for life. There is an emphasis placed on using technology as a learning resource. **It is of growing importance that students realize the integration of computers in their every day lives and become more comfortable and skilled in their use of computer technology.** The educational philosophy that we hold is to provide students with specific lessons and activities that prepare them in both general and very specific ways. For example, a young male student who is currently an “expecting” father will be assigned research, writing, and specific activities related to being a father, as well as technical writing assignments that will help the prospective father in the workplace. By meeting the individual needs of our students, **Winfree Academy is able to provide learning experiences that enable students to progress in a way that is meaningful to them.**

Attendance is a serious issue among students in an at-risk classification, and **MUST** be a part of the "instructional" program. Many times, outside influences and unanticipated events prevent a student from attending school when, in fact, they would prefer to be in school. When they are not there, they are not progressing. This is a problem which Winfree faces; however, **the smaller, more-intimate atmosphere at Winfree allows staff the opportunity to work on individual issues causing absence, and to make referrals on an individual basis to community resources that will diminish student dilemmas.** Educators must help students develop intrinsic reasons or desires to come to school.

Part of moving students in positive directions can be done by providing lessons that are meaningful, a sense of community, student empowerment, and the opportunity for students to succeed. These will be achieved at Winfree.

#### **X. Goals for the School (1-3 pages) (Scored by Review Committee)**

##### **A. Student Goals: Improvement and Attainment**

##### **1. Goals and Objectives:**

- a) **What are the school's academic goals for student learning for the first 5 years? NOTE: The goals must identify performance standards that meet or exceed the level of student performance required under the state accountability system (i.e. TAAS; the school may also identify goals for pre/post testing, passing rates, courses passed, end-of-course exams, and other measures). TAAS goals should be expressed in terms of TLI (Texas Learner Index) improvements.**

##### **(A.1.a) Academic Goals for Student Learning**

Winfree Academy primarily serves students who are "At-Risk". The Texas Education Code, Section 29.081(d), specifies the criteria for classifying students who are "At Risk of Dropping Out of School". **Our schools' goals are targeted at decreasing and hopefully removing each student's individual criteria that classifies the student "At Risk".** In addition, our goals stipulate that overall student performance standards will meet and even exceed the level of student performance required under the state accountability system.

Winfree's Academic Goals are represented in the following:

- I. **Improve mathematics and reading skills** for students that are two or more years below grade level.
- II. **Enable all students to maintain an average of at least 70 in all courses** during a semester.
- III. **Graduate students** who are not expected to graduate within four years of the date the student began ninth grade.
- IV. **Increase the Texas Learning Index** for students that did not perform satisfactorily on TAAS.
- V. **Provide parenting skills and pregnancy related services** to any student that is pregnant or is a parent.
- VI. **Improve students' standardized test scores.**
- VII. **Reflect progress made in primary academic areas using pre/post testing.**
- VIII. **Improve students' passage rates on the state's end of course tests** so that they are above the State's average for at-risk students.

**(1.b.) Describe Any Non-Academic Goals for Student Performance.**

These are Winfree's Non-Academic Goals:

- VIII. Improve each student's **attendance**.
- IX. Increase **student participation** in school improvement plans.
- X. Each student will graduate with a **career/post-secondary transition plan**.
- XI. Promote students **working cooperatively** with diverse groups.
- XII. Develop a sense of **self-responsibility**.

**2. List 3 to 5 clear and measurable school performance objectives for each goal listed above.**

Following are the objectives for each Academic Goal.

**Objectives for Academic Goal I, Improve Math and Reading Skills**

- 50% of students that are two or more years below grade level achievement in **mathematics skills will improve** their skills by at least one grade level per year.
- 50% of students that are two or more years below grade level achievement in **reading skills will improve** their skills by at least one grade level per year.
- All students will maintain grade averages of a minimum of 70% in math and language courses.

**Objectives for Academic Goal II, Maintain 70 in all Courses**

- Using the mastery based system for course completion; students will maintain a grade average of 70 or higher in their course work.
- Every student will **master each learning objective** within a course before proceeding to the next lesson.
- Upon completion of one year at Winfree Academy, **75% of students** behind two grade levels will be on grade level.

**Objectives for Academic Goal III, Graduate Students on Schedule**

- Develop a graduation plan and time schedule for each student.
- A student's grade level classification standard is to earn a minimum of 5 credits per year. 50% of the students will earn a minimum of 8 credits per year.
- Maintain student progress reports for scheduled graduation dates for each student.
- Provide each student self-paced individualized instruction that will allow the student to accelerate their graduation date.

**Objectives for Academic Goal IV Objectives, Increase Texas Learning Index**

- Analyze each student's TAAS scores by individual test objectives.
- Every student will be provided specialized instruction to support improved passage of each test objective previously not passed.
- Increase the Texas Learning Index at a percentage rate **higher than the State** average for "At Risk" students.

**Objectives for Academic Goal V, Parenting Skills and Pregnancy Services**

- Offer **Pregnancy Related Services Program** which includes a homebound teacher during the post-delivery period to each student that is pregnant.
- **Require each student** to successfully complete a parenting course who is participating in the Pregnancy Related Services program with a minimum score of %70.
- Each student receiving pregnancy related services will be required to complete a budget and career preparations research project with a **minimum score of 70%.**

#### **Objectives for Academic Goal VI, Improve Standardized Test Scores**

- Each entering student will complete a Stanford Achievement Test.
- At the end of each school year, every student will take a Stanford Achievement Test.
- Prior to graduation **every** student must take an exit level Stanford Achievement Test.
- After the initial administration of a Stanford Achievement Test, achievement levels for each test administered will reflect a campus wide **improvement of 10%.**

#### **Objectives for Academic Goal VII, Reflect Progress in Pre/Post Tests**

- **Every** student who has not completed all of the State's requirements for credits in Language Arts and/or Math will be **pre-tested for reading, writing and math objectives using a computerized mastery based test.**
- **Each student** required to complete any portion of the computerized pre-test will have an **individualized plan to improve their ability to master deficiencies.**
- Upon completion of the computerized mastery program, each student will be post-tested and reflect **100% mastery.**

#### **Objectives for Academic Goal VIII, Improve Passage of End-of-Course Tests**

- Every student will complete practice tests for each of the required end of course tests. The scores will be analyzed to prepare an individual review plan for each shown area of deficiency.
- Each students who has not yet taken the State's required **end of course tests** will receive individualized and small group instruction for the test or tests they will be expected to take and pass.
- Students will pass the State's **end of course tests at a percentage rate higher than the State average for at-risk students.**

Here are the objectives for the Non-Academic Goals:

#### **Objectives for Non-Academic Goal I, Improve Attendance**

- The State's recommendation in preparing for budget figures estimates "At Risk" attendance at 85%. We will **improve overall student attendance to 87% the first year and 90% each year thereafter.**
- Each student not in compliance with the state attendance requirement will receive a personal contact from a staff member.
- Each student absent for more than 3 days in a nine-week period will be referred to a counselor.
- **Every** student that is in **perfect attendance** for each week, each nine-week period and each semester will receive an attendance award.

**Objectives for Non-Academic Goal II, Student Participation in School Improvement**

- All students will participate weekly in "Community" meetings.
- Students will set most of the agenda for "Community", giving faculty and staff a chance to listen and learn from students.
- Students will access doors to staff, faculty, and administration to address their problems and plans at successive levels of school leadership. All staff member will keep documentation of each interaction.
- Students will elect representatives for the Advisory Council to provide student input on the direction and content of school policy.

**Objectives for Non-Academic Goal III, Career/Post-Secondary Transition Plan**

- Each student will be given the opportunity to take a **career inventory assessment**.
- Students classified a junior will participate in the development of their post-high school plan.
- Any student desiring assistance with enrolling in a post-high school program may request for such services with our campus advisor.
- All students will be provided opportunities to be exposed to college, training programs and career opportunities through field trips, guest speakers, and a post-high school library and virtual library.

**Objectives for Non-Academic Goal IV, Working Cooperatively with Diverse Groups**

- Every week each campus will conduct "Community" meetings. One meeting per nine-week period will include diversity and sensitivity training.
- Students will work in cooperative groups in academic and non-academic settings.
- Specific and pronounced attention will be given to special days and times recognized

by minority groups.

- Students will understand and appreciate the differences in others.
- Students will attend special events highlighting one or more minority groups.
- Specific assignments will be given which reflect different values among various cultures.

**Objectives for Non-Academic Goal V, Develop Self-Responsibility**

- Students will work at their own pace to encourage development of self-responsibility.
- Students will participate in self-directed learning, which automatically develops self-responsibility.
- Students will be given numerous assignments for higher-order thinking and problem solving, which also encourages self-confidence, self-reliance, and self-responsibility.
- Students will set goals for themselves at the start of each day, and will evaluate their own progress at the end of each day.

3. **Clearly state how progress will be measured relative to each of these objectives.**

Objectives for Academic Goals will be measured, as follows:

**Academic Goal I, Improve Math and Reading**

The first two objectives for this goal require use of the Stanford Achievement Test to ascertain that 50% of the students have improved at least one grade level per year. The third objective requires a report from cumulative student grade records to demonstrate that all students achieve a minimum of 70% in all math and language courses.

**Academic Goal II, Maintain 70 in All Courses**

Winfree curriculum is mastery-based. Within the mastery-based system, students will maintain an average of 70 or higher in their course work. This will be ascertained by reviewing cumulative student grade records. Determination of mastery at the learning-objective level is achieved through passage of the mastery test corresponding with that objective. Once an objective is mastered, the student may proceed to the next objective.

To verify that at least 75% of those students who were behind two grade levels have come up to grade level by the end of one year, the Stanford Achievement Test will be given and a comparison drawn in a pre-test/post-test pattern. For students who are behind in skills and credits or for those who show skill deficiencies, the focal point for efforts in these students' behalf is on "catching them up".

**Academic Goal III, Graduate Students on Schedule**

Course completion records will be used to track student progress toward graduation. These records will be reviewed to mark progression points as a basis for offering intervention to accelerate progress toward graduation. Students not earning five credits per year will be counseled and a plan for acceleration will be developed. The accelerated schedule will require one credit to be completed each nine-weeks.

**Academic Goal IV, Increase the Texas Learning Index**

TAAS scores are reported to each campus on a timely basis. These scores will be reviewed for each student to ascertain that all students score a TLI increase that exceeds the state average for "at-risk" students.

**Academic Goal V, Parenting Skills and Pregnancy Related Services**

There are real academic purposes for this goal. During the post delivery period, each student will receive the services of a homebound teacher. **With homebound services students participating in this program will perform normal school work in their assigned courses, and records of this work will be kept.** Another academic purpose for this goal is to **ascertain that students do not lose momentum in the completion of their course schedule.** A record will be kept on each participating student to show that the student has completed the **required Parenting course with a grade of 70 or better.** Also, record must be kept that a research paper on budgeting or career planning has been completed with a score of 70% or better.

**Academic Goal VI, Improve Standardized Test Scores**

The objectives for this goal call for the Stanford Achievement Test to be used in a pre-test/post-test pattern to measure school effectiveness and individual student progress. As a **benchmark for school effectiveness**, the overall school performance should show an improvement of 10% between the pre- and post-tests. This 10% increase will serve as a harbinger for satisfactory improvement in collective student performance.

**Academic Goal VII, Reflect Progress Using Pre/Post Testing**

Enrolling students will be given the PLATO Fast Track Assessment. This assessment **indicates those skills that have been mastered and those that are deficient**. This assessment will provide data for developing a plan for each student to enable the student to overcome deficiencies reflected in the results of the assessment. Once a student's program is set, and the student has completed all requirements in the plan, the student should show 100% mastery of all objectives in the plan.

**Academic Goal VIII, Improve End-of-Course (EOC) Test Passage**

Completed EOC practice tests will be used to evaluate student readiness for the "real" tests. Results of these practice tests, which will be administered whenever the respective "State-tested" courses are completed, will be kept on file for each student. These practice tests will form the basis for plans for individual students, so they can be given work to correct deficiencies. This will be done in small groups or in individual contexts. Winfree's percentages will exceed the State average for "at-risk" students.

Here are the ways in which Non-Academic Goals will be measured:

**Non-Academic Goal I, Improve Student Attendance**

The first objective under this goal targets an attendance percentage of 87% the first year. **This figure will be visible in the school's "Report Card" from the Academic Excellence Indicators System (AEIS)**. The target after the first year is 90% on the AEIS report. At an individual-student level, personal contacts will be made with parents and students when absences are excessive (i.e., when they begin to approach the limit prescribed by the State, namely, "students must be in attendance at 90% of the attendance days".

When it is appropriate, **counseling** will be offered to help students remove blocks to their attendance. Records will be kept of all contacts and counseling done in this connection. If absenteeism persists, students/parents may be reported for adjudication to appropriate agencies/courts. Records of actions taken will be maintained. Awards and rewards will be given periodically (each week, 9-weeks, semester, and year) for perfect attendance. Record of recipients of these awards will be kept.

**Students will evaluate** community meetings to provide them an opportunity to shape the direction of these meetings. Evaluation documents submitted by students will be reviewed for purposes of **programmatic improvement**. These will be kept on file. Copies of student suggestions for agenda items for Community, as well as copies of the agendas themselves, will be maintained. Faculty and staff will maintain anecdotal records of all student conferences. Student participation in the Advisory Council will be reflected in minutes of meetings of this Council.

**Non-Academic Goal II, Student Participation in School Improvement**

Records of agendas for community meetings will be kept on file for review and reflection. Also kept in these files will be student requests for agenda items to be discussed in community.

The best measurements for the success of these community meetings will be 1) student satisfaction with the meetings and the school, and 2) actual changes and improvements generated by the community-meeting process.

Student access to faculty, staff, and administration will be demonstrated by records of meetings with students, which will be kept by school personnel conducting the meetings.

Finally, records of student membership on the Campus or District Advisory Committee or other committees will indicate student participation in school improvement.

**Non-Academic Goal III, Career/Post-Secondary Transition Plan**

The **results of the career inventory assessment** called for in the objectives for this goal will be made available to students and parents, and will be kept on file in the Counselor's office. This and other accumulated documents will be interpreted for students and will form the basis for the **development of a transition plan** for each student. This plan will be done collaboratively with the student and a copy of the plan will be kept on file.

Records of trips made with students, or efforts exerted in behalf of students directed at paving paths for them toward post-secondary education opportunities, will be shared with students and kept on file. **The real test of the success of these efforts will be seen in post-graduation follow-ups** to determine the number of students who actually enroll in post-secondary programs, or enter satisfactory career pathways.

**Non-Academic Goal IV, Working Cooperatively with Diverse Groups**

Winfree's community meetings, which occur each week, will include scheduled **diversity training** activities addressing all types of diverse groups, including ethnic (and other) groups. Stereotyping will be exposed as unfair, and opportunities for cooperation among diverse groups will be provided. Differences will be understood and appreciated. This atmosphere of acceptance is so strong that it will be apparent to guests at Winfree. In-class and out-of-class opportunities will be provided for this.

Attention can also be called to special days recognizing or honoring indigenously by minority groups. Activities will be provided for Black History Month, Martin Luther King Day, Cinco de Mayo, Chinese New Year, and so on. Celebration of these days and times will be evident on campus.

Students will understand that there is strength in diversity, and that acceptance of others is an important key to social stability, especially in Texas where demographics are changing rapidly. Students will attend special events, such as an American Indian POW-WOW's, and will discuss in class the customs, dances, costumes, and behaviors which they have observed. A record of attendees and documents generated as a result of these experiences will be kept on file.

Student assignments in the curriculum will encourage understanding and cooperation among diverse groups. These assignments are evident in course syllabi.

**Non-Academic Goal V, Develop Self-Responsibility**

The individualized nature of Winfree's curriculum provides opportunity for development of self-responsibility through the process of self-direction. Students are encouraged to move at a pace that accelerates their progress through the curriculum, but—ultimately—students finish courses when they finish them. They control the pace. We have witnessed enormous gains in maturity and self-determination from this practice alone. This is one of the great strengths of the current Winfree program.

Much of Winfree's curriculum includes **higher order thinking and problem solving**. By solving problems themselves, students increase confidence, self-awareness, self-reliance, and—finally—self-responsibility. Change is incremental, based primarily on catching students "doing something good" and reinforcing the good thing.

Students set goals for each day at the beginning of that day. These are kept in journal books in which students rate their success in achieving their goals at the end of each day. This time of reflection allows them to see how well they are meeting responsibilities, automatically creating a pull toward improved self-responsibility.

**4. Clearly state the timeline or method by which this progress will be reported.**

What follows are the timelines/methods by which progress will be measured for Academic Goals:

**Academic Goal I, Improving Math and Reading Skills**

The Stanford Achievement Test will be given at the time a student enrolls in Winfree Academy. This will provide a **baseline for assessing progress**. This test will be given again in May and the scores for this administration of the test will be compared with the scores for the earlier test. Scores for students entering after the first of the year will be factored to allow for a shorter time in our program. This enables the school to ascertain that at least 50% of Winfree students have progressed one grade level, or the equivalent of one grade level, during the year. This report will be submitted to TEA at the end of the school year to verify these objectives have been met.

All cumulative student grade records will be reviewed to determine that all students achieve a minimum of 70% mastery in all math and language courses. This information will be reported annually to TEA as described in the charter.

**Academic Goal II, Maintain 70 Average in All Courses**

Computer-based exams and off-line projects and papers form the basis for final grades. Grade sheets accompanying syllabi for each course offered at Winfree will be used to accumulate data on student performance. These sheets will be reviewed and a report generated to ascertain averages of 70 or higher. This report will be submitted to TEA as part of the PEIMS reporting process, at normal times for PEIMS submission.

Students master one skill before moving on to the next. Computerized exams provide assessment data to confirm mastery for each learning objective. Every 4 ½ weeks progress reports are generated from these computer records and distributed to students/parents. It is virtually impossible for students to “fail”, (in other words, for them to finish a course with a failing grade). Since each objective must be mastered before moving on to the next, it follows that all objectives will be mastered when the course is completed. Thus, we can say that 100% of the objectives will be mastered. The only variable at large is the time it takes for students to complete tasks; not the tasks themselves. Results of course completion will be reported to TEA as part of the PEIMS reporting process.

In one year at Winfree, **we are confident that 75% of the students will progress two years and move up to their regular grade level**. A “progress” comparison will be made on each student, based on Stanford Achievement Test results. Percentages will be calculated to ascertain that at least 75% of the students have been brought up to grade level. These results will be reported to our Executive Board in May of each year.

**Academic Goal III, Graduate Students on Schedule**

A graduation “degree” plan will be made for each student, with copies going to the student and to Winfree’s academic files. This plan is fluid, subject to frequent updating and alteration. Each nine-weeks all students will be counseled on their progress, and

adjustments will be made to help the student accelerate his work. Records of these conferences will be kept on file as public documents.

All students must earn a minimum of five credits per year. Those not achieving this will be reviewed for programmatic changes, based on need identified in the review process. This includes consideration for one of Winfree's special programs, if the need for this becomes evident.

The self-directed, no-nonsense nature of the Winfree curriculum enables students to "cut to the chase" and accelerate their progress through high school courses, while achieving mastery of all TEKS and TAAS objectives. This objective is measured by the number of credits completed each year, which should be more than the minimum "five" for acceleration to be in evidence.

#### **Academic Goal IV, Increase TAAS Scores**

The Texas Learning Index (TLI) is the best indicator for student progress and is actually a better gauge for curriculum effectiveness than the percentage of students passing TAAS. We do well to look at individual TAAS objectives with students and staff to help pinpoint learning deficiencies that need to be addressed.

Once TAAS objectives are reviewed, a plan can be developed, using the specialized TAAS curriculum offered by PLATO and others. Practice TAAS tests will also be given to determine test-worthiness of individual students and to provide a basis for planning remediation. We anticipate achieving TLI increases beyond the state average for at-risk students. TLI results and general TAAS results will be reported to our Executive Board each time TAAS is taken and results are obtained from the State.

#### **Academic Goal V, Parenting Skills and Pregnancy Related Services**

Records of Pregnancy Related Services will be kept for audit purposes, including details on homebound visitations and work completed by participating students.

All students in PRS must complete a parenting-skills course and a budget management course, each with a score of 70%. Grades for these courses will be reported to TEA as part of PEIMS submissions.

Students in PRS must also complete a career preparation research project with a minimum score of 70%. The score for this document will be averaged with other course components, and a copy of the paper will be kept on file.

#### **Academic Goal VI, Improve Standardized Test Scores**

The objectives for this goal can be measured readily and reported easily from Stanford Achievement Test records. These results will be made available as a part of each student's permanent record, and will be reported to the Executive Board. Incremental improvement from test to test will reflect campus-wide improvement of no less than 10%. The percentage of growth on each test will be reported to the Executive Board.

#### **Academic Goal VII, Using Pre/Post Testing**

Students taking language or math will be given Plato's Fast Track assessment. This computer-based instrument measures and reports results on objectives mastered and those showing deficiency. Instructors will use these results to guide students through computer-based coursework with attention to objectives not mastered. PLATO effectively marks objectives needing more work, making it easy for instructors to create individual education plans for each student for each course. Students will achieve 100%

mastery on the post-test. This will be reflected in post-test scores and reported to the Superintendent.

#### **Academic Goal VIII, Improve Passage of End-of-Course Tests**

Once students complete state-tested courses, they will be given practice end-of-course tests. If deficiencies are still showing, even after passing the course, students will be given additional assignments from the curriculum Winfree has purchased from the Region XIII Service Center, Comprehensive Competencies Program and the Lifetime Learning Library to further sharpen skills and knowledge in the area(s) to be tested. We will consider the program to be effective if students are passing at a percentage rate higher than the state standard. Results of the percentage passing will be calculated by the Director of Instruction and reported to the Board of Directors as tests are taken and results are received.

Here are the timelines/methods by which progress within Non-Academic Goals will be measured:

#### **Non-Academic Goal I, Improve Student Attendance**

Each six-weeks the Superintendent will report attendance rates to the Board of Directors. The tally for annual attendance should reach a level higher than 87% the first year, as reflected in PEIMS reports to TEA and in reports to the Executive Board.

Personal contacts and counseling will be used to encourage better attendance. Students with **perfect attendance will receive special awards**. Individual attendance compliance will be measured by State standards (90% of school days). Effectiveness of overall attendance encouragement procedures will be reflected in the points above or below 87% campus wide. In succeeding years, the benchmark for procedural effectiveness will be 90%. Referrals to county officials will be kept on file as public records, and the outcome of these referrals will be recorded and kept on file.

#### **Non-Academic Goal II, Student Participation in School Improvement**

Program-effectiveness forms will be passed out to students at the first community meeting of each month. These forms will check the well being of our clientele...gauge customer satisfaction, if you will...to determine specific areas for program improvement. Also, anecdotal records of non-confidential meetings with students will be shared at faculty meetings for the purpose of gleaning helpful information on students' perspectives of programs and events. Advisory Council minutes, publicly available after each meeting, will cite areas of student input for ways to make this school better.

#### **Non-Academic Goal III, Career/Post-Secondary Transition Plan**

A career assessment inventory will be offered to each student once a year. Records of this test will be available on file in the Counselor's office, and results will be relinquished and interpreted for students and parents, as soon as they are received.

The Counselor will conduct **follow-up studies** of Winfree graduates in the spring of each year. Results from these studies will be reported annually to the Executive Board, reflecting percentages of students following different paths, such as the percent going to college, percent going into the military, and so on.

#### **Non-Academic Goal IV, Learning Cooperation Within Diverse Groups**

This goal is somewhat subjective and difficult to quantify. Nonetheless, evaluations completed each semester as part of faculty and staff in-service training can give good indications as to Winfree's success in achieving cooperation among diverse groups. Records of specific activities, i.e., assignments that deal with diversity, can be measured

and recorded for reporting to the Director of Instruction. Winfree Academy in its three years of operation, serving (at least) five ethnic groups in balanced alignment, has witnessed NO lack of cooperation among the various groups. **“Acceptance” is the watchword at Winfree**, and this pudding has been tested and proven time and again.

**Non-Academic Goal V, Developing Self-Responsibility**

Self-responsibility will be observable in several ways, as follows:

- There is a quiet, studious atmosphere at Winfree.
- Students will be finishing courses at an accelerated rate.
- Vandalism and inconsiderate behavior will not be seen.
- Referral of students for disciplinary reasons will occur less frequently *per capita* than in traditional public school settings, even though our population is comprised mostly of students with a less-than-glamorous history.
- Students will consistently achieve their daily personal and academic goals.

**B. School Goals (Scored by Review Committee)**

**What are the goals of the school as an entity?**

Winfree Academy has a clear vision that is driven by its Mission Statement. Our school goals outline each segment of that mission statement to cement the integration of each component of our program into a focused and monolithic whole.

Winfree Academy Charter Schools will:

- I provide a **supportive environment**,
- II provide a **safe environment**,
- III **motivate, educate, and train** students, who have achievement deficiencies,
- IV **ensure that students are in attendance** at a rate 3% or more above the state average for at-risk students, and
- V **graduate students** from high school who are prepared with the skills and abilities needed for employment and life.

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

1. Provide a supportive environment
  - a) **Each staff member will be required to complete 15 hours** of professional growth in the areas of anger management, rapid problem solving, conflict resolution, awareness of at-risk indicators, and successful prevention of the development of the at-risk condition.
  - b) Each campus will offer a **Parent University** once a year. The Parent University will be a conference that offers useful information and guidance on specific topics related to high school students at risk of dropping out of school as well as specific academic and social issues. **The University will have an attendance of at least 50% of the number of enrolled students.**
  - c) Each campus will maintain a **complete social/human services listing** that will be made readily available to all students, their families, and staff members.
  - d) Winfree will schedule parent conference days to provide opportunities for parents to make appointments with their child's support team. Appointment times will be made available throughout the day, and during traditional business lunch hours and evening hours to accommodate our families. The support teams and families will **work collaboratively to support the individual academic and social needs of**

the **“whole” child**. As many of our students are over 18 and living on their own, **the parent conference day will have an attendance of at least 50%** of the number of enrolled students living with their parents.

2. Provide a safe environment
  - a) Each employee will receive ongoing specialized orientation and training in providing behavioral management strategies that are non-confrontational and are non-demoralizing to students. There is a 0% tolerance of confrontational and demoralizing behavior toward students.
  - b) **Courtesy officers will receive first aid and CPR certification**, as will other designated staff members. All staff members will participate in recurrent training sessions to develop safety awareness and skills.
  - c) Winfree’s courtesy officers **must complete 15 hours of training in conflict management and appropriate restraint techniques in the event of a crisis**. This training will be repetitive and recursive over time.
  - d) Each campus director will schedule meetings with **local law enforcement agencies, e.g., gang units, to develop a liaison and generate procedures for creating a safe environment**. The school will develop an **emergency/crisis plan** and each new employee will be given appropriate training on the campus’s emergency plan.
  - e) **Each employee and every student** will participate in specific training regarding an appreciation of diversity to promote a sense of community within the school.
3. Motivate, educate, and train students who have academic deficiencies.
  - a) At **each** weekly community meeting, **achievement awards** will be given to students.
  - b) Upon enrollment, **each student will be tested** in the areas of reading, writing, and math. Any deficiencies will be addressed in an individualized education plan.
  - c) Decrease student accumulated deficiencies, as indicated **by the passage of all courses by all students**.
  - d) Decrease accumulated deficiencies as indicated by **improvements in reading, writing, and math TLI scores**.
4. Students will be in attendance at a rate **3% or more above the state average** for at-risk students
  - a) Each student participating with the Advisory Council’s curriculum committee will assist in the development of **high-interest electives**.
  - b) At each weekly community meeting, **“graduated” awards will be given** for weekly, monthly, and semester attendance.
  - c) **Each day** a student is absent, the student’s academic coach will make a courtesy phone call to the parent/student highlighting the importance of that student’s attendance, emphasizing how much the student is missed when he/she is absent.
  - d) All staff will enforce **all policies and procedures regarding student attendance**.
5. Graduate students from high school prepared with the skills and abilities needed for employment and life.
  - a) The Vocational program will provide **job-coaching assistance for each student** enrolled in the vocational program.

- b) **Pregnancy Related Services are offered to all pregnant students.** These students and any student desiring to enroll will be given a course in Parenting and Life Skills.
- c) The vocational program will supervise students enrolled in the vocational training program to **prepare students to meet 100% of an employer's expectations.**
- d) **Every graduating student** will be assisted in developing a high school transition plan, which will include guidance in meeting his or her post-high school objectives.

#### **Community Outreach and Marketing Plan (Scored by Review Committee)**

1. **Demonstrate how you will publicize the school to attract applicants.**
2. **What type of outreach will be made to potential students and their families?**

First, it is important to call attention to the fact that our current campus enrollment at Winfree Irving is at **340 students, making it completely full** in all sessions. At this time we have a list of **220 students who have requested enrollment** when space becomes available. This is mentioned here to point out the effectiveness of publicity strategies already used. (Incidentally, the "waiting list" of students who want to get into Winfree is also a monument to our good service, which generates a great deal of "word of mouth" advertising.) We intend to continue to use our current marketing plan because it has **proven to be successful.** This plan encompasses answers to questions 1 & 2 that call for discussion of the types of outreach that will be made to potential families and students. It is our goal to ensure that the services offered by Winfree Academy are made available to every member of the community. We are making an earnest effort to **reach students and families from all possible income levels, ethnic groups and family situations.** The following outlines specify ways we will publicize the school (our "Marketing Plan"), including the literature we will publish in the community, the media involved in this publication, and the outreach we will make to potential students and their families:

#### **Marketing Plan:**

- I. Literature
  - A. Professionally developed brochures
    - iii. overview of the school that includes our mission statement and the vision for the school
    - iv. the definition of Win and Free - (according to Webster)
      1. **"Win - is acquired by effort, be victorious, to prevail, to attain/gain one's end, be successful"**
      2. **"Free – enjoying personal liberty, not enslaved, enjoying civil or political liberty, self-governing"**
      3. **Applied to our school – Win is the effort and success that lead to the student's acquisition of a high school diploma/education. This provides them the freedom to enjoy the ability to move forward with their lives as they pursue their dream.**
    - v. an explanation of charter schools
    - vi. enrollment procedures

- B. Portfolios – graphic, designed folders that contain pertinent information about the school and a business card. This information is a more thorough explanation of the information in the brochure.
- II. Media
- A. Radio stations
- iv. free air time has been donated
  - v. types of stations
    1. popular majority and minority local stations
    2. Spanish language stations
- B. Television stations - **appearances have already been made on several talk shows and on local city cable stations.** A celebrity from a major network station has hosted our graduation services.
- iv. Types of stations
    1. local stations' talk shows
    2. majority and minority programs
    3. community cable stations
  - v. Types of "spots"
    1. informative discussions of education opportunities
    2. local news coverage
- C. Newspapers and Magazines
- iv. Types of Newspapers and Magazines
    1. major metropolitan
    2. local suburban/neighborhood
    3. minority and Spanish language
    4. business magazines and journals
  - v. Types of Coverage
    1. Front page and other interest stories **already in print**
      - a. Major metropolitan paper – **notable author and journalist Bob St. Johns did a front-page feature on our school that was highly complimentary.**
      - b. Local suburban interest stories
      - c. **Minority and Spanish language** interest stories
    2. Advertisement
      - a. Special yearly education editions of major and suburban newspapers
      - b. Special interest groups outreach
        - i. Local business organizations
        - ii. Minority news – ex: Black Economic Times, Hispanic interest section of the major urban paper
        - iii. Suburban newspapers
- III. Community Outreach Programs
- A. Community Organizations – Winfree has already established relationships and in some cases partnerships with several community organizations and will continue to add to this list.
- iv. **Dallas Hispanic Chamber of Commerce**
  - v. **Irving Historical Society**

- vi. **NAACP**
  - vii. **Local churches with outreach programs**
  - viii. **County Teen Crisis Units**
- B. Local School Districts and Government Agencies – We have established partnerships for student referrals to Winfree with several local independent school districts and their superintendents. We continue to make contacts and visits with other districts as they express interest in how our program can assist students in their district. (Letters of support, partnership and collaboration for each of the following agencies and districts are included in the many letters of support included in our attachments to this application)
- iv. Irving Independent School District
    - 1. The superintendent, Jack Singley, has **officially designated our program as the only alternative education program with the district's approval.** Mr. Singley has also written a letter of support included in our application.
    - 2. The truancy office and designated officials have a working relationship with our school to refer students who may not be able to graduate in the traditional system as they have fallen behind and are at-risk of dropping out of school.
  - v. Lewisville ISD
    - 1. The principals and counselors of two high schools in this 5A district continue to refer dozens of students to our school.
    - 2. Their alternative school director and a principal have requested a **visit and tour of our school to see why we have been so successful** with so many of their previous students.
  - vi. Dallas ISD's Office of the Superintendent has written a letter of support for our program.
  - vii. The Texas Youth Commission refers students and writes that **"Winfree Academy Staff provides more individual attention and possess a caring attitude."** More information regarding this partnership can be viewed in a letter of support from TYC officials that is included in attachments to this application.
  - viii. **Senator Royce West**
  - ix. **State Representative Ray Allen**
  - x. **State Representative Will Hartnett**
  - xi. **State Representative Helen Giddings**
  - xii. **The Dallas County Constable's Office**
  - xiii. **Irving City Council Members**
- C. The Armed Services – we have provided literature and met with several recruiting officers. Each branch has **referred several potential enlistees that had not completed high school to Winfree Academy.**
- D. Physical and Mental Health Services
- iv. Physicians whose primary practice involves teen conditions (i.e. **ADD, ADHD, Anxiety Disorders, etc.**) have been provided literature that explains how our school can provide an appropriate educational setting for their patients.

- v. County and Private practice psychiatric and counseling agencies have been provided literature that explains how our school can provide an appropriate educational setting for their patients.
- IV. National and local education organizations
  - A. Presentations we have made and have been scheduled to make.
    - iv. **The National Dropout Prevention Convention**
    - v. Texas Alternative Education Conference
    - vi. Texas Social Studies Council Conference
  - B. Literature has been sent to other organizations that are related to the service we provide.

**IMPORTANT NOTE TO READERS:** Please note that the following portion of this application is a general description of the school. Although the general description is not assigned scored points, it IS A REQUIRED SECTION OF THIS PORTION OF THE APPLICATION and will provide **valuable information for visualizing the school and understanding its established history of success and its plans for the future. Why is Winfree different? You'll see....**

**XI. General Description of School (2 pages) (Scored by Review Committee)**

Winfree Academy Charter School offers an individualized, self-paced program which operates within a **caring and supportive environment**. The school operates three separate four-hour sessions in which students may enroll. There are morning classes, afternoon classes and evening classes. This flexibility provides students the opportunity to attend school according to the demands or needs of their home life and/or work environment.

**The most important purpose for this school is to assist students in earning a high school diploma...students that otherwise might not have that opportunity.** Winfree Academy also recognizes **the needs of the whole child**. While providing academic services, social and psychological needs and circumstances often interfere with a student's ability to achieve academically. Our program provides for **crisis intervention and a referral system for wrap-around services such as counseling**, thereby creating a strong support system to help each student be successful. Another example of the "wrap-around" nature of Winfree's service is the **Pregnancy Related Services Program which includes homebound instruction and special coursework in Parenting Skills.**

The curriculum of the Winfree program and its entire delivery style is different from other programs serving the same purpose. **First of all, each student is tested for his/her mastery level of skills** in reading, writing, and math. This provides information for developing an **individualized education plan** for every student. The curriculum and requirement for each course have been meticulously selected and developed not only to assist students, but to **meet the TEKS requirements**. The **computerized learning system, PLATO®**, is the basis for the core curriculum. A curriculum specialist has analyzed the TEKS and compared these to learning areas covered by the PLATO® system. Then the specialist consulted with teachers in every academic field to enable her to author courses using PLATO®. These courses include **customized off-line activities** which, when coupled with PLATO, provide a well-rounded educational program which satisfies TEKS requirements entirely. Off-line activities require students to complete traditional textbook-based assignments, multi-media presentations, journals,

research projects, and other authentic forms of assessment. Keeping in mind the audience is at-risk. Special attention is given in these activities to make them more motivational and relevant in nature...more “real world”. For example, junior level English students must prepare an extensive scrapbook of themselves and the current world they live in. The assignments include writing activities that are **school-to-work in nature**, such as resumes, consumer complaint letters, etc. This activity bridges school and the real world. In all courses each student receives an instruction sheet with nine-week requirements and corresponding grade sheets, which include progress and completion indicators. This sheet allows students to have instant access to their grades to further motivate them in their self-paced endeavor. For PLATO activities, each student’s **progress is tracked on the computer and progress reports are generated to provide instant information for students and their parents**. The progress reports are accompanied with a bar graph to show each area of mastery and completion. This visual aid assists the students in understanding their progress. Small group “pull-out” sessions regarding objectives students often find difficult are repeated throughout the year. This provides students with **small tutoring groups** with their peers.

The program is set up on a more personal level than traditional school settings. Students are **divided into small teams**. Each team is assigned an Academic Coach. The Academic Coach receives specialized training in motivation and class management. This enables him/her to become a motivational team leader. The small size of class groups, along with the self-directionality of the curriculum allows the coach to become more familiar with the students. Academic coaches are quick to notice absences, academic struggles and aberrations in student behavior. The Coach makes instant contact with other appropriate members of the staff, as needed, to follow-up on students’ various issues. Another key player on the Winfree Team is the Instructional Assistant (IA). Instructional Assistants are tutors specializing in specific content areas. They use their prowess in specific academic areas to enable them to **provide individual tutoring and to assist in small-group “pull-out” study groups**. Teams of Academic Coaches and Instructional Assistants are led by a set of Classroom Teachers, including academic specialists and technology specialists. Academic specialists focus on students’ off-line assignments, while technology specialists focus on students’ computer-assisted instruction. A **Student Advisor is also on hand to work with students’ social and career planning needs**, augmented by a **complete professional counseling service**. This unique “team” approach provides a strong web of support to ensure each student’s success.

Winfree Academy also offers a **Diversified Career Preparation program**. Each campus has a vocational teacher to supervise work experience and communicate with the students’ employers to ensure a meaningful learning experience for all working students.

At the end of each week, the entire student body and staff meet in “community” meetings. These **“town meetings”** provide students and staff the opportunity to discuss important issues and identify areas of improvement in a non-confrontational environment. The students are presented awards of recognition during each meeting as well as course completion certificates to celebrate their academic progress.

Winfree Academy Charter School’s program promotes success through personal achievement. Each student has the opportunity to complete the challenging

assignments successfully. Success breeds success and this **“new found” sense of accomplishment** fuels the students academically and emotionally.

So what’s the point of all these declamations? Winfree Academy exists now as a viable school, shining across the waves of darkness where neglected lives are struggling and groaning under the weight of perpetual failure. Winfree is popular beyond its capacity to accommodate its constituents, as the long list of students wishing to enroll suggests. This is because students like Winfree. We are also a popular choice of local school superintendents and principals as an additional alternative to their “public” offerings. Why is this? We believe that it is because we understand failure and all its subtle underpinnings; we know how to create success for students...earned success. Winfree’s reputation has spread across three counties and beyond as a **“can-do”** place where effective programmatic components and struggling students find a meeting place and time, offering a chance for students to get back on track. We have, time and again, seen students lost...and found. **We have seen parents rescued from endless frustration and hopelessness, when they—at last—witness through wet eyes the moment they never expected to see: the graduation of their children.** Their joy feeds our joy and moves us to “keep on” each day, and to look for more ways to make what we know is good...even better. **We are winning at Winfree.** No one who knows us or has seen our program operate can deny this.

**Statement of Need:**

- A. Why is there a need of this type of school? What evidence exists that there is a sufficient demand for the educational program you are proposing?**
- B. Explain why the charter school model is the appropriate vehicle to address this need.**

**Statement of Need (XI. questions A & B):**

The **National Dropout Prevention Center’s** research shows that in 1997, **3.6 million youth ages 16-24 did not finish school** and were not enrolled in any high school program. These figures do not even include those who dropped out and completed a GED program. This of course would increase the number of America’s youth that do not have a high school diploma. **Economically disadvantaged youth are 7 times as likely to drop out of school.** It is imperative that alternative solutions that provide tuition free services, such as those offered by open-enrollment at-risk charter school programs, reach out to this population!

Since the Winfree program’s inception over three years ago in the Irving community and over 7 months ago in South Dallas, we have graduated over 120 students. **95% of those students were qualified as at-risk students and 35% were not enrolled in school anywhere before enrollment at Winfree Academy.** Presently, we have a pool of close to 200 students who wish to enroll in the program that we are unable to serve in our present capacity. Research indicates that students who remain in school longer than the majority of their age cohorts dropped out at higher rates than their peers. The NDPC also reports the following indicators increase the propensity for dropping out of school:

1. lack of community support services
2. low self-esteem
3. lack of school/community linkage
4. lack of youth employment opportunities

5. low teacher expectations
6. low educational & occupational aspirations
7. discipline problems
8. lack of educational options
9. negative school environment
10. little home/school contact

**Winfree Academy 's model addresses the needs of At-Risk students. Our program, as previously described in this application, has prescribed effective strategies to address these needs. The Charter School program is a catalyst for addressing these needs, especially #8, a lack of educational options. The Winfree program strategies are known, based on data and experience, to be effective in reducing the risk of a student dropping out of school. The specific strategies we are addressing and including in our overall developmental plan are as follows:**

**(How does the charter school model address need? Question XI. (B.)**

- **a systemic renewal of evaluating goals and objectives related to school practices as they impact a diverse group of learners**
- **creating a school infrastructure that includes collective support from the resources of business establishments and the community**
- **actively soliciting, educating and involving parents**
- **helping low-achieving students recognize that a focus on reading and writing is the foundation for learning in all other subjects**
- **providing potential dropouts alternative schooling that pays special attention to the student's individual social needs and academic requirements for a high school diploma**
- **providing a customized individualized program for each student that allows flexibility within the instructional program**
- **offering technology that provides some of the best opportunities for delivering instruction which engages students in authentic learning and adapts to the students' learning styles**
- **providing mentoring and tutoring that is based on trust**
- **providing service learning experiences to promote emotional and intellectual growth and career development**
- **promoting new and creative ways for students to solve problems and become life-long learners**
- **providing daily experiences to enhance effective interpersonal skills and self-confidence**
- **providing a quality guidance program to prepare students with the larger demand of a workplace**
- **inspiring interest in a variety of areas**

The need for this school is highlighted by the number of supporters who are appearing in increasing numbers from day to day. These philanthropists are providing funds, equipment, furniture, and more. Many of these are accumulating as this application is being submitted, but letters from many of those who have come forward to date are included in Attachment 24.

**Key supporters** in our area have written letters. Excerpts from these letters, which can be seen in their entirety in Attachment 3, are inserted here:

- From **Senator Royce West**: "I believe that your school serves an **important need** for At-Risk students and am **delighted** that you are **seeking your own charter**."
- From **Helen Giddings, Texas House of Representatives**: "...working with the Absentee Student Assistance Program, ASAP, you have **helped students to achieve goals**. Should you need further assistance, please feel free to contact my office."
- From **Jack Singley, Superintendent, Irving ISD**: "Over the past 3 years...we are **especially grateful for Winfree's successful intervention** into the lives of some of our students who had temporarily dropped out...."
- From **Dewayne Shaw, Adult Probation Officer, Dallas**: "Dick and Melody have...**turned students from paths that were leading them deep into the Texas Correctional Systems**."
- From **Lewis Patrick, Deputy Mayor Pro-Tem of Irving, Texas**: "Winfree's fine reputation...**serves an important need for At-Risk students**...."
- From **James Dickens, City Council Member of Irving, Texas**: "**Winfree is a community leader here and in surrounding communities as well**."

• [REDACTED]

• [REDACTED]

- From **Chevas King, Jr., Publisher, Black Economic Times**: "It is my belief that **Winfree Academy will have great impact**...good and decent educated young adults."
- From **Brenda Williams, Attendance Officer for Irving ISD**: "...they have been **extremely helpful to MacArthur High School [and students]** who have not been successful in the public school environment."
- From **Bob St. Johns, Feature Writer for the Dallas Morning News**: "**Dropouts are put back on track for diplomas**."
- **Ernestine Cole, Writer, Dallas Morning News**, wrote an article titled, "**Winfree Academy Brings Success to Students Seeking Alternative Education**".
- One hundred thirty one signatures were received from parents and interested citizens attending Winfree's formational meeting.

## **XII. Educational Plan (Scored by Review Committee)**

- a. Describe the educational program of the school to be offered.
1. The program must include the required minimum curriculum as provided by Section 28.002, Texas Education Code.

Winfree Academy's educational program includes the minimum curriculum provided by Section 28.002, Texas Education Code but **that is just the beginning!** An **experienced curriculum author** using the consultation of experts in various fields of curriculum has designed our unique curriculum. Section 28.002 refers to the state's desire for districts to "**exceed minimum requirements**". **Winfree goes beyond the**

**minimum requirements and provides an educational plan with each student's future in mind.** The code clearly states that students "...**participate actively in a balanced curriculum designed to meet individual needs.**" Winfree's educational program does exactly that with its self-paced, individualized model. Our program includes each of the components required by section 28.002 as they are provided in the following list. Our description will attempt to summarize our highly developed curriculum in this brief encapsulation.

**(Section 28.002)**

"(a) Each school district that offers kindergarten through grade 12 shall offer, as a required curriculum: (1) a foundation curriculum that includes: (A) English language arts; (B) mathematics; (C) science; and (D) social studies, consisting of Texas, United States, and world history, government, and geography; and (2) an enrichment curriculum that includes: (A) to the extent possible, languages other than English; (B) health; (C) physical education; (D) fine arts; (E) economics, with emphasis on the free enterprise system and its benefits; (F) career and technology education; and (G) technology applications."

First, the program's foundation was based on the minimum curriculum required by the Texas Education Code. Second, the curriculum was written and analyzed in a matrix to ensure that each of the TEKS (Texas Essential Knowledge and Skills) were provided through coverage in the curriculum. (A more complete discussion of the coverage of TEKS is found in the answer to the next question, (A.2.). Next, the curriculum in each course was enriched to best meet the needs of At-Risk students, to enhance the achievement of our mission, and to channel power for changing lives into our academics. The following description will provide a thorough look at the curriculum we offer and examples of its strengths.

Our program begins by offering a complete high-school diploma program in a self-paced individualized setting. A degree plan is first developed for each student to determine the courses the student must complete for graduation. Then the student is given a schedule for their first set of courses to complete. Each student receives a folder for each subject that contains a course syllabus for the current nine-week period, a complete set of instructions for those activities, and a grade sheet containing each required component of the course. This simple structure lends itself to incredible opportunities. For one, the student's work is graded immediately and marked on their grade sheet. Immediate feedback is important to all learners, especially those who have not previously experienced success! Secondly, the student has a clear picture of the expectations for mastery and obtaining a final grade for that nine-weeks. Third, the students become highly motivated as they see their progress.

Now the student begins moving forward in the curriculum. Each course is designed with the same basic structure from course to course to provide consistency for the learner. The first step is to complete mastery based on computerized exams that test mastery levels in reading, language arts and math. The computer's record-keeping system automatically stores the areas the student has mastered. The student is then assigned a course curriculum that requires reading, language arts and/or math, all within the computer-based program. The tracking system automatically exempts students from lessons for which they have shown mastery. This accelerates students through courses, as they are able now to focus only on those objectives that they have not

**mastered.** This is one of the components of the program, which makes it truly individualized, and which motivates students as **they clearly see the good effects** of their efforts. Along with the mastery-based curriculum, technology is used in many other ways within the curriculum. Each course requires students to **prepare computer-generated documents and complete activities that require Internet research.** Many other assignments using technology require students to complete **interactive science labs and visit virtual library and museum sites.**

The actual functional curriculum is a vast, comprehensive smorgasbord of assignments and systems that comprise an intricate matrix tailored to each student's style and needs. As students are working within each course, the curriculum requires off-line activities. Textbooks are called upon as a resource tools. Most assignments require journal activities to **provide reflection and to improve writing skills across the curriculum.** English and Social Studies courses often require dual assignments that **integrate the curriculum from several disciplines.** Students are also required to complete activities that **reinforce skills** required to pass TAAS exams and end of course tests. Most activities include the following: **multiple learning styles, real-world relevance, opportunities for peer interaction, incorporation of cooperative learning, and opportunities for authentic forms of assessment.** Connection with the real world is important to our students. Each math course requires an **extensive real-world project that requires mastery of math skills.** In Geometry, a student is required to **design a playground** with equipment of various forms and shapes, within a budget. Speech students research the school, prepare a written speech, and give actual guided tours to visitors to the campus.

A partnership has already been established with local libraries in proximity of our campuses to provide a **Bookmobile** visit every two weeks. Students and teachers can request specific books and types of books to be delivered as well. Students will also be scheduled for field trips to provide additional real-world learning experiences. Trips include **live theatre, museums, historic landmarks, and nature sites.**

The curriculum has been designed for courses that are deemed significant for At-Risk students, in addition to satisfying graduation requirements. To make our curriculum offerings more complete, we included a **Diversified Career Preparation** program that provides paid job experience while requiring class assignments that include **technical writing, interviewing, career investigation, and numerous other work-readiness topics.** College preparation courses are also available to better prepare our students who wish to continue their education in a college or university. **Advanced Reading Strategies** is one such course. This course offers students the opportunity to obtain the reading skills necessary to read and comprehend higher level academic subject matter in an efficient manner. Many of us know first hand the long nights and unbearably long assignments college professors require! Because our **Mission Statement envisions preparing students for life,** our curriculum is also directed toward coursework that **requires goal planning, budget management, social skills and being prepared to communicate and build healthy family relationships.** The Texas Education Code 28.002 also states that "...a primary purpose of the public school curriculum is to **prepare thoughtful, active citizens who understand the importance of patriotism and can function productively...**". It is our belief that the Winfree Academy program

and curriculum are in full alignment with the Texas Education Code and the spirit behind it!

2. The description must address the incorporation of the Texas Essential Knowledge and Skills (TEKS) into the curriculum and must address goals, objectives, and content in all subject areas and grade levels.

The educational program at Winfree Academy **excels** at addressing both the **foundational curriculum** and **enrichment curriculum** required in **Section 28.002**. Our program's philosophy is based on the principle that each learner must master the **foundational skills** required in the TEKS for each course's **goals and objectives** and then **build on those skills with learning that enriches** the student's mastery of required knowledge and skills. Texas Education Code Section 28.002 requires that each district...**"shall offer, as a required curriculum: (1) a foundation curriculum that includes: (A) English language arts; (B) mathematics; (C) science; and (D) social studies, consisting of Texas, United States, and world history, government, and geography; and (2) an enrichment curriculum that includes: (A) to the extent possible, languages other than English; (B) health; (C) physical education; (D) fine arts; (E) economics, with emphasis on the free enterprise system and its benefits; (F) career and technology education; and (G) technology applications."** **Winfree Academy's curriculum offers foundational and enrichment requirements for each curriculum area** designated by this code **as well as** other courses required for graduation from our school. Those requirements are given in a complete listing of our course offerings and requirements in question (A.3) of this application and in Attachment 18.

With regard to TEKS, this program has given **special attention** to correlating the curriculum to the TEKS in each subject. Curriculum development was an extensive process. **A matrix was first developed for each course. Every TEKS goal and objective was typed in the matrix. Then, categories of computer-based software, text assignments, and off-line portfolio activities were developed for each phase of the TEKS objectives.** In this way, we are able to provide assurance that each of the TEKS are met. This description provides the basic prototype for the development of all the courses in our educational program, **addressing goals, objectives, and content in all subject areas and grade levels.**

Winfree Academy incorporates TEKS goals and objectives into all of the school's curriculum. The entire curriculum and delivery system is **designed around TEKS**. To best demonstrate the way in which TEKS requirements are placed at the center of Winfree's curriculum and academic delivery systems, an example or so from each of the core academic areas of English, math, science, and social studies will probably suffice.

TEKS requires that students enrolled in English continue to increase and refine their communication skills throughout their high-school career. An **example of this can be seen in TEKS Writing Goal (3)**, which stipulates that, as each student proceeds from one English course to the next, the student will use with increasing acuity the conventions and mechanics of written English, including the rules of grammar and usage, and clear and effective writing. Objective: (B) for this goal requires that **the learner will demonstrate control over grammatical elements such as subject-verb agreement, pronoun-antecedent agreement, verb forms, and parallelism.** Our curriculum requires that students show mastery of the **foundation skill** in this objective.

This is done with mastery-based computerized software that tracks each student's progress as he/she proceeds through each objective. Following this, learners are required to **apply the skill in enrichment writing activities in English and throughout all other subjects. A standardized rubric and writing requirement sheet** accompanies each writing activity. High school students are expected to plan, draft, and complete written compositions on a regular basis. Students edit their papers for clarity, engaging language, and the correct use of the conventions and mechanics of written English. The expected outcome is that the learner will produce a final, **error-free draft using the standardized rubric we have developed.**

TEKS requirements call for cooperative group activities and collaborative learning. Often, self-paced programs do not offer students the opportunity to interact with other students. Winfree has solved this problem in a variety of creative and meaningful ways. One such activity that covers several English TEKS requirements is the **"Student News Bulletin Board"**. Here, a large bulletin board hangs in the classroom. Its design is formatted as a Newsletter/Newspaper. **Students write articles for the bulletin board. Before they are posted, another student must select a student's article from the "in" box and edit the article. The author then makes the appropriate adjustments for instructor approval so it can be posted on the "Student News Bulletin Board".**

Another area of integration of the TEKS into the curriculum can be demonstrated in the area of mathematics. In mathematics the TEKS require that: (A) The student uses patterns to generate the laws of exponents and applies them in **problem-solving situations.** (B) The student **analyzes data** and represents situations involving inverse variation using **concrete models, tables, graphs, or algebraic methods.** (C) The student analyzes data and **represents situations** involving exponential growth and decay using concrete models, tables, graphs, or algebraic methods. Students in Algebra are required to **complete an application project that integrates each of these skills and requirements into a real world project.** By using math skills in real-life situations, **students answer for themselves, "When am I ever going to need this stuff?"** Once again, TEKS are being satisfied.

In Science, students **conduct laboratory investigations** on a computerized interactive program. They **use scientific methods** during investigations, and **make informed decisions using critical-thinking and scientific problem solving.** In Social Studies, the TEKS explicitly require that the teaching of Social Studies use a variety of **rich primary and secondary source material** such as biographies and autobiographies; landmark cases of the U.S. Supreme Court; novels; speeches, letters, and diaries; and poetry, songs, and artworks. Examples of assignments our students complete include an analysis of landmark U.S. Supreme Court Cases, and answering a series of critical thinking questions that require synthesis and analysis of primary documents such as Dr. Martin Luther King's speeches, Andrew Carnegie's Wealth, and art representing different eras of history.

Perhaps one of the best examples of our teaching philosophy and its perfect match to TEKS is our American Family Treasure Chest. TEKS Goal 3) states that " ... strands of the essential knowledge and skills for social studies are intended to be integrated for instructional purposes with history ... establishing a sense of time and a sense of place." The "American Family Treasure Chest" does this. In this assignment, students **recreate a fictional family or use their family history and create historical artifacts that**

**represent that family during each major event in history from the Civil War through a (predicted) 21<sup>st</sup> Century!**

As it would require pages of documentation to explain the complete fulfillment of TEKS in our subjects and their goals and objectives, it is our hope that one can determine the true effort these examples represent. Each subject, its requirements, and their correlation to the TEKS are available at each campus site in a comprehensive manual of our academic program.

**3. The description must include state graduation requirements.**

Winfree Academy offers the minimum credit requirements for graduation as stated in the Texas Education Code, as well as additional program requirements. This schedule can seem deceptively facile at first glance, but because our program is a **“Drop-Out Recovery Program” designed to support “At-Risk” students**, the Minimum Graduation Diploma Plan is appropriate for most of our students. For students who need a deeper or more extensive academic program, we offer them the **opportunity to take more courses and graduate with more credits**, including a chance to take dual-credit courses at North Lake College here in Irving. More often than not, our students come to us **feeling hopeless and unsure that they can graduate. Most are over-aged and are looking to finish as quickly as possible. For example, a student who is soon turning 21 might need 8 credits to complete the minimum plan. In a traditional setting that requires more credits, this student would probably be forced to settle for a GED as an alternative...or worse—and this is too often the case—the student may be forced to DROP OUT altogether!** Common sense and statistics tell us that a student with only a GED will greatly decrease their potential earnings, and most people know that 80% of the inmates in prison are high school drop-outs! Student after student that we meet—both in schools elsewhere and outside school altogether—is contemplating options outside of school to resolve his/her dilemmas. When these students find out they can successfully complete a high school diploma, **we see new hope and confidence in their eyes.** Yet this program is in no way a “Diploma Mill”! Students must prove mastery and complete all the requirements of a full and enriched curriculum program. Parents make comments that they are impressed as they become involved with their students’ work at Winfree. They are pleasantly surprised to find that their children are being provided a challenging academic program.

The Winfree program also includes electives **geared to life, and those providing vocational skills.** In addition, the Winfree program includes a complete curriculum that is over 90% correlated to TEKS. It also includes portfolio experiences, traditional activities, and computer-based instructional programs. Over 60% of the curriculum is delivered with computer-based programs. Finally, the Winfree program is delivered in a self-paced individualized environment with activities scheduled that provide peer interaction.

For a complete layout of Winfree’s graduation requirements, please see Attachment 18, “Winfree Academy Graduation Requirements”.

**As reflected in the state’s minimum standards for graduation, and within the boundaries of its “Graduation Requirements”, Winfree Academy will offer, as a minimum, the following:**

English I, II, III, IV and Creative Writing

Reading I, II and Advanced Reading Strategies

Mathematics: Algebra 1, Geometry, and Math Models of Applications

Science: Integrated Physics and Chemistry, Biology and Environmental Science

Social Studies: World History, U.S. History since Reconstruction, U.S. Gov., World Geography, and Independent Studies in Social Science

Economics

Physical Education: Dance, PE, Vocational waivers, approved competitive organized sports programs.

- (A) The district will apply to the commissioner of education for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions. (i) Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intense, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education. (ii) Private or commercially-sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

- (B) The district will operate a 3 credit vocational work based training program

Health

Speech – Communications Applications

Keyboarding, Business Computer Information Systems I, Computer applications

Diversified Career Preparation I and II

Electives: Computer Multimedia, Art II Drawing, Career Studies, Marketing Yourself, Individual and Family Living, Parenting Skills, Spanish I, American Sign Language

A student must complete at least 22 credits to receive a minimum high school program diploma. Credit may be awarded without prior instruction under Texas Education Code, §28.023 (Credit by Examination). College Board Advanced Placement and International Baccalaureate courses may be substituted for requirements in appropriate areas. A student must demonstrate proficiency in all courses that the student completes.

**B. What teaching methods will be used? How will the pedagogy enhance student learning?**

**A variety of teaching methods and pedagogy will be used to enhance student learning.** The educational philosophy of the school is reflected in its curriculum and expectations. Each course is designed to include a **thorough blend of individualized instruction, computer-based software, small group direct instruction, cooperative learning, peer tutoring, portfolio experiences, and integrated “integrated-curriculum” activities delivered in multiple learning styles.**

First, each course is based on an individualized instruction plan students work through in a self-paced setting. The assignments required in each set of lessons include opportunities for learning using computer-based instruction. This computer software **requires students to master each lesson objective before they can move on to the next lesson. The computer does not leave a student behind when they do not understand a component of the lesson as often happens in traditional settings.**

The student also receives immediate feedback which provides the student valuable information. Each software program has been carefully scrutinized to ensure that it is more than a straight drill and practice as many are. The software must provide approaches that include a variety of learning styles.

Direct teaching methods are used in **small group settings** to address a variety of needs such as, remediation, special topics, and Socratic seminars. For a complete cadre of effective instructional strategies, every course is designed to require cooperative learning experiences; maintenance of a student portfolio, journal-writing activities, and performance based assessments that are assessed with standardized rubrics. Many courses provide the opportunity for multiple discipline studies. For example, **one assignment calls for a persuasive paper and multi-media presentation regarding a current environmental issue. A grade is awarded in English class for the students demonstrating mastery of correct grammatical skills as well as persuasive writing techniques. The student is also awarded a grade based on a demonstration of understanding the World Geography skills and knowledge related to this assignment. This variegated learning experience provides learners with the opportunity to receive information using a variety of learning styles and requires them to synthesize the learning in performance based activities.**

Learning is further enhanced as most activities are geared to **specific real-world situations to provide a more meaningful experience.** Students in English III are required to prepare a Scrapbook. Because much of the requirements for English III are directed at writing, it is a more meaningful to require students to write about what they know and are interested in – themselves and their world. Therefore, the poetry section calls for students to collect photographs of their childhood and write specific types of poems about the pictures. They must also collect news articles about the world they are living in and have a variety of writing assignments based on their selections.

**This pedagogy increases interest for the At-Risk learner and for all learners.** The students are provided opportunities to for the teacher to catch them at what they do know and express themselves. Perhaps the question most frequently heard by teachers is **“Why do we have to learn this?”** We believe that instruction should be presented in a way that clearly states and exhibits the WHY. Time and again **we see our students flourish when they typically have not.** Not all tasks are pleasant. Not every student is thrilled to come in and work diligently on binomial expressions. **But, when students are in an environment that gains their trust, understands their struggles, and is willing to work hard at presenting learning in a such a way that will ultimately lead to student success – miracles (learning) happens!**

**C. What professional development opportunities will be available to teachers and other staff? How do these opportunities support the mission of the school?**

As stated previously it is the mission of the school to create a supportive and safe environment that motivates, educates, and trains students who have achievement and attendance deficiencies, to enable them to graduate from high school prepared with the skills and abilities needed for employment and life. **Staff members will attend conferences and workshops that directly impact work with At-Risk populations.** They will be compensated for attending such conferences as the National Dropout

Prevention Conference and conferences related to alternative schools and computer based instruction. All new staff and faculty will be **required to attend an orientation of the Winfree program. A key component of this training deals with discipline. It is expected of every staff member that discipline issues be treated in a non-confrontational manner that is not demeaning or demoralizing to students.** All staff development will pertain to the mission and philosophy of the school. Primary topics of professional development will focus on the academic, social and psychiatric needs of students. Programs have been planned in conjunction with Korem Associates Random Actors of Violence profiling, the Protector program and multiple learning styles. The school is also developing plans with police and other agencies that can assist us in further understanding and identifying gang related issues.

The district will also encourage our faculty and staff to participate in a **book club** the district will finance. Books purchased for this purpose will be added to our professional library. The book club will read books such as *Why Bright Kids Get Poor Grades*, and meet in **small discussion groups**. There, they will be comfortable to discuss the value of the book and how the information in the book might apply to our mission.

Our professional development philosophy is one **intrinsic** in nature. The faculty and staff will work with administration to provide **input regarding the topics they need to best implement their job description.** Each staff development includes active participation and follow-up. Besides in-house developed programs, faculty and staff members will be provided information regarding local Region service center opportunities as well as receiving support for attending professional conferences. **Each staff member attending an off site workshop will be required to make a presentation to the whole staff.** Staff Development time will be spent many times in committees for the Advisory Council. This will give staff the opportunity to **actively participate in the support of the school's mission.** Each staff development presentation will be followed with an evaluation form to record and track staff feedback.

#### D. Admissions Policy

##### 1. Describe the admissions methods/process you will follow.

Each student and parent will complete an application for enrollment. The students' enrollment packet will include all of the forms and signatures required to build a permanent record and provide us with valuable information to best serve the students and maintain the program. The school will **follow all admission requirements and maintain records, which will include withdrawal forms from the last school, attended, current immunization records, and any testing data or transferred State Academic Achievement Reports, emergency forms, Home Language Surveys and free and reduced meals forms in both English and Spanish.** Each enrollee will be required to sign a form to request records. The enrollment form will ask whether or not the student has ever received any special services so that the appropriate placements can be made in a timely fashion that is in keeping with all codes required for Special Education and 504 programs.

Due to the SBOE requirement that an At-Risk campus maintain 75% enrollment of students at risk of dropping out of school, special regard will be made to provide accountability. Upon enrollment, it will be determined if a student qualifies as at-risk. The 75 percent minimum will be filled and then open consideration for any student not

classified as at-risk is free to enroll and/or participate in the lottery policy as described in the following question.

The students and parents will be given an orientation of the school program and its policies. At the time of orientation we will ask each parent to sign a contract of support and each student to sign a contract of expectations. **Orientation will also be a time of building relationships with the parents and students.** Participants will be given a full overview and history of the school and visit with the members of the faculty and staff. It will include interactive activities such as "Meet the Staff" and a Parent-Student handbook scavenger hunt.

Winfree Academy may exclude a student with a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A.

**2. Describe the timeline to be used for admitting students, including a plan for the admission lottery for students.**

As we are an existing school, we plan to officially admit and enroll our current population using the appropriate enrollment documentation for a public school upon official granting of the charter. This enrollment will be for the August 2000 school year. Secondly, **a public notice will be given for the schools start date and pre-registration dates** providing an opportunity for new students to be admitted. **Pre-registration dates will be scheduled throughout the summer with special times arranged in the evening for working parents.**

After school has commenced, any student may enroll and begin class as soon as the appropriate documentation has been obtained. The first day will be an orientation. If the school is at its maximum allotment for enrollment, **anyone wishing to enroll will complete an application and a lottery drawing card assigned a number. The number will be used in the drawing so the students remain anonymous. We feel this will add integrity to this process.** A drawing will be conducted at the beginning of the school day each Friday. Applicants will be notified and hence enroll on the next school day. Any names not drawn will remain in the lottery for each drawing.

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

Winfree Academy Charter School does not discriminate on the basis of race, ethnic origin or nationality. Winfree also does not discriminate on the basis of sex, religion, disability, academic or athletic ability, or the district from which a student is drawn. A lottery drawing insures that each student has an opportunity to enroll rather than an administrative decision. It is the mission of the school to serve all students requesting our services as our purpose for creating the program and requesting a charter is to provide such a service to the community regardless of the student's personal profile. All admissions will be done in a non-discriminatory manner. The mission of the school is to motivate, educate, and train. The clientele to which this mission applies is a group selected without discrimination. By being admitted into Winfree, the mission is automatically applied to each member of this group. Therefore, the policy supports the mission, and the mission provides a frame for the policy.

**E. Describe in detail how your school will accommodate students with SPECIAL EDUCATION needs. Address the following:**

- 1. Child-find procedures**
- 2. Confidentiality**
- 3. Procedural Safeguards**
- 4. Notice of ARD Committee Meetings**
- 5. Assessment of students for eligibility**
- 6. Procedural Safeguards**
- 7. Least Restrictive Environment**
- 8. Transition Planning**
- 9. Certification of Special Education staff**
- 10. Services to expelled special education students**

Winfree Academy is currently serving many special education students with a rate of success and satisfaction that are very high, as indicated by parents, students and faculty. Winfree Academy has a completely inclusive environment. No special education student is singled out or excluded from the classroom. Since every Winfree student receives individual attention and an individual education plan (IEP), there is no visible differentiation from regular education program students and special education students. **Dignity and Opportunity are provided equally for all Winfree Academy students.** The reader will discover throughout Winfree Academy's program that this is truly a safe and supportive learning environment for ALL students. Every effort is made to assess and build an appropriate education plan that shifts and flows with the needs of learners.

Our Board has given careful and thorough consideration to our Special Education program on the basis of a strong value for these special-needs area. It is of such value that in developing our Board, an educator with **certification and experience in Special Education was chosen as a Board member.** Our commitment is further seen in our providing a full-time, certified, special-education teacher at each campus site, along with a district-wide certified diagnostician, special education tutors, on-going special education training for all Winfree employees, and the purchase of specialized curriculum to support the unique academic needs of special-education students. It is our policy to provide immediate service to special education students. A careful assessment and evaluation process has been developed so parents, students and teachers do not have to experience delays in accessing special education services.

Each of the ten areas cited above for discussion is treated below, showing how Winfree will be providing services required for—and merited by—special education students:

**1. Child Find**

It is important that we reach out to the community so that the "jewel" which Winfree is can be made known. It is our responsibility to see that our services are made available to every student in need of assistance. The district's special education personnel will do the following:

**A.** Winfree Academy has developed literature about its programs which will be provided to area private schools, county mental health service centers, the Texas Youth Commission, local juvenile detention centers, home school associations, and Child Protective Services. The district will maintain an **annual mailing list** for these notifications. Winfree will also **make visits and place phone calls** to as many agencies

as possible to establish a relationship with them that will further assist them in making referrals to our school. **We will provide each of these organizations with the school's literature and enrollment forms.**

**B.** Each enrolling student's records will be analyzed by the office of the Director of Admissions for indications of: a) Prior special education services, or b) at risk indicators that may reflect a need for Special education referral process. Once parent permission is obtained, immediate requests will be made for prior special education records, or if no prior service has been offered, the referral process will begin immediately.

## **2. Confidentiality**

The district has established and implemented policies, procedures and operating guidelines concerning the confidentiality of personally identifiable information in accordance with 34 CFR §§300.560-300.577, 99.6, 99.20-99.22, 99.30-99.37; TEC, §25.002. Each campus office will have a **designated special education records attendant**. This employee will maintain student special education records following all special education guidelines and will keep **ALL special education records in locked and separate files**. Furthermore, **every staff member will receive training regarding Confidentiality laws**. In order to keep each teacher informed of any special education student's modifications and/or any other information, special codes and confidentiality procedures have been developed so that information will not be accessible to any one else. It is policy that each student's folder be checked out by only those with legal access. **A form is provided in each student's special education record that must be signed, dated and justified each time that record is opened.**

## **3. Procedural Safeguards**

The district notices of procedural safeguards; assessment; admission, review, and dismissal (ARD) meetings; and refusal to provide services in regard to identification, evaluation, placement, or free appropriate public education (FAPE) include appropriate documentation according to 34 CFR §§300.9, 300.342, 300.345, 300.500-529, 300.530, 300.560-300.577; 19 TAC §§89.1015, 89.1020, 89.1025, 89.1045, 89.1110.

**The sources of documentation** will be the Procedural Safeguards Notice, a Home Language Survey and documentation of Receipt of Notice such as written receipts or phone logs. The Procedural Safeguard Notice will be provided in the native language of the parent/adult student or other mode of communication unless it is clearly not feasible. Every effort will be made to provide a written and/or oral translation.

Winfrey Academy's special education personnel is required to document that a copy of the Procedural Safeguards Notice was given to the parent(s) of a child with a disability or the adult student:

- a) Upon initial referral for evaluation
- b) Upon each notification of an ARD committee meeting
- c) Upon reevaluation of the child
- d) Upon receipt of a request for due process
- e) Upon a manifestation determination review, or if a removal is contemplated that constitutes a change of placement.

## **4. Notice of Admission, Review and Dismissal (ARD) Committee Meetings**

Winfrey Academy will make notice of admission, review and dismissal (ARD) committee meetings using the District Effectiveness and Compliance for Special Education and show documentation of:

- Notice of ARD Committee Meeting

- Home Language Survey (HLS)
- Parental Contact Log or copies of correspondence to parent(s).

The school's special education attendant will make a diligent effort at notifying every participant of the ARD meeting following all confidentiality procedures including providing the information in the parent/s or adult student's home language.

Each ARD meeting will consist of a certified special education teacher, an administrator, at least one teacher, the parent/s or adult student. Every effort will be made to include other participants that will provide information or assistance, such as a diagnostician or the representative of an agency such as The Texas Rehabilitation Commission.

#### **5. Assessments of Children to determine eligibility**

Winfrey Academy will ensure that full and individual evaluations have been conducted to assess each student's educational needs before the students begin receiving services. Assessment of a student's educational needs will be documented using all or each appropriate component listed here:

- referral to special education
- Home Language Survey
- Comprehensive Individual Assessment report
- Eligibility reports
- Licensed physician's written report
- Written assessment report from related service providers
- ARD Committee reports
- Oral language proficiency test
- Language Proficiency Assessment Committee report
- Teacher observations and written reports
- Parent/student information

Appropriate disability eligibility documentation exists for students receiving special education services (i.e. auditory impairment, autism, deaf-blindness, emotional disturbance, learning disability, mental retardation, multiple disabilities, non-categorical early childhood, orthopedic impairment, other health impairment, speech impairment, traumatic brain injury, visual impairment) according to 34 CFR §§300.7, 300.540-300.543; TEC §§29.003, 29.301-29.314, 30.002; 19 TAC §§89.1040, 89.1080.

#### **6. Development and Implementation of the Individual Educational Plan (IEP)**

The development of an admission, review, and dismissal (ARD) committee meeting held by the appropriate district/ campus personnel and other required members to decide within federal time lines the student's educational program and to document placement and service decisions agreed upon in the ARD meeting. This procedure is developed according to 34 CFR §§300.6, 300.308, 300.340-300.350; Part 300 Appendix A; TEC §29.005, 30.004; 19 TAC §§893.1050, 89.1060, 89.62; Student Attendance Accounting Handbook. The educational services provided to students with disabilities are commensurate with those provided to students without disabilities and the district has implemented procedures to monitor the effective implementation of the IEP. 34 CFR §§300.305-300.308, 300.341, 300.343, 300.346, 300.350, 300.552; 19TAC§89.1075(a-e)

Upon development of each student's IEP, their instructors and each appropriate staff member will each receive a copy of the IEP. Each teacher will be responsible for documenting his or her implementation of the plan. During **team planning times**, the team will **share ideas and successes and incorporate their implementation**

**strategies to support modifications into a consistent team effort throughout the student's program.** The special education teacher will assist the classroom teacher in obtaining any **supplies, equipment or curriculum the student needs. In addition, our curriculum is designed to be easily modified and instructional programs and equipment have already been purchased.** For example, we have headphones to accompany computer instruction that offers auditory functions, tape recorders for students to answer tests, essays and give speeches. Also, a **technology specialist** at each campus is trained to modify computer-based instruction. For example, if reduced assignments are required, the technology specialist can program the computer to reduce the amount of questions on a test or the number of practice drills required.

#### **7. Least Restrictive Environment (LRE) Placement**

The program at Winfree Academy is designed so that each student can be successful in an inclusive environment. Only on a rare occasion would a need arise to remove a student from the regular classroom. A student would only be removed if there were evidence that the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 34 CFR §§300.550-300.556; 19 TAC §89.1050(b). Alternative placement would only transpire upon the determination of the ARD committee's decision.

#### **8. Transition Planning**

The district has developed and implemented individual transition plans for each student beginning on or before the student's 16<sup>th</sup> birthday for students with disabilities according to 34 CFR §§ 300.18, 300.344(b) 1-3, 300.345 (b), 300.346(b), 300.347(b); TEC§ 29.011; 10 TAC §89.1110.

As a part of this process, the student will have full access to our post-high school transition program available to all Winfree students. The ITP will identify the student's expectations after exiting high school, provide a network of support that is needed to achieve the student's desired goals and define when and how the support services will be provided. The ITP will invite the parent or guardian to participate in the planning as well as inviting any local adult service agencies when appropriate. All other components required of an Individual Transition Plan will be met and incorporated into the student's IEP.

#### **9. Certified Personnel for the provision of services to children with special needs**

**Each campus will be staffed with a certified special education teacher.** Our school will only use the services of **certified/licensed personnel for special education services** such as diagnosticians in accordance with Federal and State law (Sec. 300.23; TEC§21.003; 19 TAC §§89.1050(c).

#### **10. Services to Expelled Students**

The district policies for Special Education students that are expelled are in compliance with Sec. 37.004, 006, and 007. In the event a special education student must be removed to AEP, an ARD committee meeting will be held. There will be no change in the student's placement or alteration in the IEP without the ARD committee's decision. The ARD committee has several options available, all within compliance of state and federal codes. For instance, a separate facility is available and located at the Winfree Irving campus site. Students may continue their instructional program in a restrictive environment at this location. If the student is taken into custody by a state law enforcement agency, the school will provide whatever service is required by that agency.

This varies from county to county. In Dallas County, we have the option of transferring the student to the Dallas County Juvenile Justice Charter School.

**What is important to note** is that an ARD Committee meeting will be held for all special education students with repeated or serious discipline issues for a manifestation review. That is to say, if the ARD determines the behavior is a manifestation of the student's disability, the school will take immediate steps to remedy any deficiencies found in the student's IEP or placement. This allows for a **case by case review** of the individual needs of the students and provides the school and the parent/s or adult student the opportunity to **build a plan that will optimize an opportunity for success**. Note: The district policies for Special Education students that are expelled are in compliance with Sec. 37.004, 006, and 007.

F. Describe how your school will meet the needs of children who qualify for other federal programs such as: Title 1 Part A; Title 1 Part C; Title I Part D; Subpart 1; Title I Part D, Subpart 2; Title II part B; Title IV; Title VI; Migrant Education; and Section 504.

### **Title Programs**

**Title I, Part A, Helping Disadvantaged Children, and Part D, Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk of Dropping Out.** The Title I "Schoolwide Program", especially targeted in Winfree for Part A and Part D provisions, can only be funded if at least fifty percent of the families of the student body are identified as "low-income". It is anticipated that Winfree will be qualified for this program, and that "schoolwide" Title I provisions will be available. If this projection is incorrect and fewer than fifty percent of our families are identified as "low-income", then a plan will be developed for Title I funds that will be specific to courses in language and/or math/science. This specific-subject program is not anticipated, so no plan is offered here for this contingency. Rather, what follows is a plan that assumes a schoolwide Title I program.

Students and families will be provided **individual and family counseling sessions, family interventions, group sessions, peer support groups, communication and coping skills, relapse prevention, conflict resolution, and crisis intervention from Title I funds**. The goal will be to provide students and their families with opportunities to cope more effectively with individual and family issues, as well as to provide resources for support for students and families in their community settings. See Attachment 29.

In this connection a schoolwide **chemical dependency program** will provide students and their families the education needed for recognizing and dealing with chemical dependency. This program will include assessment, identification, and liaison with treatment-program options for dealing with chemical dependency. Information on AA and NA groups and members will be provided (Attachment 29).

Title I, Parts A and D will also have an academic component. The **individualized, self-paced, self-directed curriculum at Winfree calls for the PLATO comprehensive, computer-based curriculum, and computers and ancillaries suitable to the operation of this software**. A portion of the Title I schoolwide fund will allotted to computers and software. Because of the addition of computers and an increased number of software stations, student will **improve performance on TAAS and standardized tests, and will be able to access computers at any time**.

The Title I program will help provide a school nurse, who, in addition to providing Pregnancy Related Services, will work with students to provide individualized wellness

education, to offer first-line assessment of student medical or "personal" problems, to refer students to appropriate medical practitioners, to offer first-aid services, to oversee immunization/inoculation records, and to conduct vision and hearing tests.

An **Instructional Technical Advisor** will serve teachers by providing technical repairs, software upkeep, and teacher training in the usage of the Winfree curriculum. Title I will assist in the acquisition and support of this person.

### **Title I, Part C, Education of Migratory Children.**

The Migrant Education Program grew out of the Title I program of Public Law 89-10, passed in 1965, to help all disadvantaged children. Because migrant children have some needs that are different from those of other children, they require special help and services. For this reason, the Migrant Education Program was established separately by an amendment to Title 1 in 1966. The law to continue the Migrant Education Program has been re-authorized every five years since that time as part of the Improving America's Schools Act (IASA).

Migrant workers seek temporary or seasonal work in agriculture, fishing or related industries. They follow the growing seasons across the country and are largely responsible for the cultivation and harvest of fruits, vegetables and many other food products or are employed in food processing plants.

These children can be helped to enjoy school and to overcome their difficulties. Through the Migrant Education Program, they can achieve an education and develop their skills and options for the future. In addition, the program helps them to develop self-confidence and self-esteem.

To qualify for the Migrant Education Program, a migrant child must have moved within the past three years across state or school district lines with a migrant parent or guardian to enable the child, the child's guardian, or a member of the child's immediate family to obtain temporary or seasonal employment in an agricultural, fishing, or food processing activity. Children three through twenty-one who have not graduated from high school are eligible for services. Winfree Academy students will be surveyed upon enrollment to determine eligibility for Migrant Education Program services.

Migrant students will be served, as follows:

- ◆ Migrant students will be identified and provided high-quality experiences to help them concentrate on areas of immediate need to them, including skills needed to function in life and credits needed to graduate from high school.
- ◆ The special needs of migratory students will be coordinated, so that they will have access to a complete resource reference directory for access to agencies and organizations in the community which can help these students and their families find the support they need.
- ◆ Require high standards of academic performance from migrant students, regardless of how long they will be with Winfree Academy.
- ◆ Implement programs to help migratory children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to do well in school.
- ◆ Prepare migratory students to make a successful transition to postsecondary education or employment.

**Title IV, Safe and Drug-Free Schools and Communities.** Title IV funds will be used to support a safe and drug-free school. This will include a schoolwide chemical dependency program that provides students and their families the education needed for recognizing and dealing with chemical dependency. This program will include assessment, identification, and liaison with treatment-program options for dealing with chemical dependency. Information on AA and NA groups and members will be provided, along with extensive on-site counseling. See Attachment 28.

**Title VI, Innovative Education Program Strategies.** Many of Winfree's programs are innovative, "home-grown" inventions of its founders, resulting from many years of experience and a relentless belief that things can always be better. These programs are described throughout this Application. One program that is innovative which will be partially funded with Title VI funds is a music composition and multi-media course in which students will actually produce and direct their own music videos. These activities will provide motivational opportunities for students and success avenues for them which otherwise would not be open. Title VI funds will help provide equipment and supplies for this exciting program.

**Title II, Part B, Dwight D. Eisenhower Professional Development Program.** Title, Part B funds will be used to defray staff development costs for Title I through VI programs. Staff development will be ongoing to train the staff to deal with adolescents in areas of conflict resolution and anger management, and in recognizing symptoms of conditions or problems which prevent students from progressing academically. Staff development will provide pragmatic ways for dealing with these issues and problems and equip the staff to better serve the students. Given our at-risk population, emotional coping and psychological resolution are important skills to include in growth opportunities for Winfree students, and thus are good inclusions in staff methodology training in these areas.

### **Other Special Programs**

**Section 504.** Section 504 of the Rehabilitation Act of 1973 is a broad-based civil rights law administered by the Office of Civil Rights. This law protects the rights of students with disabilities by providing that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.

Students in Winfree Academy may be referred by parents, teachers, counselors, administrators, or any other school employee for evaluation to determine if they are disabled and in need of special instruction or services. A special committee that will review all data to determine appropriate disposition/action will complete this evaluation. This committee will consist of the campus director, a teacher, the parent(s), and the 504 Coordinator, and will be called the **Student Assistance Team (SAT)**.

A person with knowledge of 504 identification procedures and experience in serving 504 students will be selected to serve as the 504 Coordinator. This person will chair the Student Assistance Team and will be responsible for monitoring 504 referral records and processes. All referrals will be made through the 504 Coordinator. The 504 Coordinator will set up SAT meetings to evaluate students for 504 placement. Referral and tracking forms cited below will be used by the Coordinator and the Committee, and are included as attachments to this application.

The person actually making the referral to the 504 Coordinator will complete the "Student's Skill/Behavior Rating" form, along with other supporting documentation

(Attachment 28). Parents will be given a notice of an SAT meeting and a "Notice of Parent and Student Rights". Parent attendance is welcomed, but not mandatory; however, parental permission is essential for the meeting to take place. When the SAT meets a record of the meeting and results derived will be recorded on the forms designed for this purpose (Attachment 28). During the meeting the "504 Committee Report" will be completed and the "Modification Checklist" will be filled out. These will specify the alterations that will be designated for identified students...for whom impairment is substantially limiting progress. For example, it may be necessary to vary a student's activity frequently, or allow him/her additional breaks, or locate a student to an area where distractions are reduced. **Appropriate modifications will be made on a case-by-case basis where impairment is substantially limiting progress.**

Finally, a 504 "Accommodation Plan" will be developed, providing detailed recapitulation of the modifications recommended for the student. Serious or extreme cases of "504" conditions will be referred for special education assessment. 504 student records will be reviewed for changes annually at the end of the year. A complete re-evaluation will take place every three years.

The Winfree Academy program, with its individualized, self-paced program, is particularly friendly to 504 students, because it is easy to modify curriculum or change learning conditions to accommodate students. This program fits the Winfree philosophy and vision quite well.

**G. Describe how your school will meet the needs of children who qualify for other state programs such as: Bilingual/English as a Second Language (ESL), State Compensatory Education, Dyslexia, and Gifted and Talented.**

Winfree Academy's philosophy is centered on concepts surrounding self paced and individualized learning. Its curriculum has been developed to address the individual needs of the student in each of these categories and is structured to facilitate modifications. Individual programs to enhance these efforts will operate, as follows:

**English as a Second Language.**

Texas Education Code, Chapter 29, Subchapter B, requires that all students who have a home language other than English and are identified as limited English proficient (LEP) "shall be provided a full opportunity to participate in a bilingual education or English as a second language program".

A Home Language Survey will be given to each enrolling student to determine the home language of the student. Each student whose home language is other than English will be given the Language Assessment Scale evaluation to determine if the student is limited English proficient (LEP). If a student is LEP, he/she will be assigned to the ESL program.

**A committee will be formed, chaired by the ESL Coordinator, known as the Student Assistance Team (SAT).** The SAT committee will consist of the ESL Coordinator, the campus director, the student's primary instructor, and the parent(s). This committee serves in place of the Language Proficiency Assessment Committee (LPAC) and fulfills all the requirements of that committee. The SAT committee will determine the time schedule for ESL studies. Additional time may be ascribed for an individual student by the SAT committee, based on an evaluation of the student's English proficiency using criteria that includes the Language Assessment Scale, grades in core

academic subjects, oral proficiency, and academic test data (TAAS, standardized test, etc.).

The objective of the ESL program, which operates at Winfree Academy, is that all limited English proficient students will become competent in the comprehension, speaking, reading, and composition of the English language. Emphasis will be placed on the mastery of English language skills, as well as mathematics, science, and social studies, as defined in Winfree's Academic Goals. This program will also address affective, linguistic, and cognitive issues for ESL students, as defined in Winfree's Educational Program.

Winfree Academy will use programs that are integrated into the total school program. The nature of Winfree's delivery style enables students to participate in virtually all special programs in a way that is transparent to other students. Each student is focused on his/her project or assignment for that day, dealing with his/her own goals and activities, which are different from that occupying all other students. As with all Winfree curricula, the essential knowledge and skills for ESL courses are fully accommodated.

The ESL Coordinator will supervise the ESL program. Students will be placed into "mainstreamed" classes, which are embedded into course features that satisfy the curriculum needs of ESL students. The Program chosen to do this, the program that will be "put into" the curriculum as the heart of our ESL offering, is the Ellis ESL Software program, which is individualized, interactive, and equipped with speech recognition. For extreme language deficiencies, the popular Rosetta Stone software program will be used to teach English. Adjunctively, the Prentice-Hall *ESL Teacher's Activities Kit* will be used, especially the games and flash-card features that reinforce lessons in the computer-based programs. **The emphasis in all these programs will be on language development.**

**In-service training will be provided to all staff who will be working with students.** This training will deal with ESL curricula and with problems unique to ESL students.

ESL students will be evaluated annually and either continued in the program or exited, as appropriate, based on language-assessment data. Students may be re-evaluated at any time during the year, upon the recommendation of the ESL Coordinator, as initiated by the Coordinator or the affected student's teacher.

### **State Compensatory Education**

State Compensatory Education is a program designed to improve the education of at-risk students. The purpose is to increase achievement and reduce the dropout rate of at-risk students. Winfree Academy embraces the purposes of compensatory education, and has an ongoing process of developing and refining strategies that serve at-risk students. **Our purpose, our hearts, all our energies are directed at changing trends and directions in these students' lives.** Our successes are evident in having achieved this, but we are not resting. Each success feeds our drive to achieve more. We want to help them all. This outlook matches that of the State's compensatory program. The following depicts the State Compensatory Education criteria for "at-risk" identification applying to students in grades 7-12 who are under 21 years of age:

1. Student not advanced from one grade level to the next for two or more school years.
2. Student has mathematics or reading skills that are 2 or more years below grade level.
3. Student did not maintain an average equivalent to 70 on a scale of 100 in two or more courses during a semester, including current semester.

4. Student did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 30.
5. Student is pregnant or is a parent.

Because its collective heart is focused on these students, Winfree Academy will exceed requirements for charter schools in current law by developing district improvement plans each year. The "plan" for the first year is encompassed in this application. **This application cannot become a static (and stagnant) document, however.** It must be refreshed incrementally, even though its fixed, long-term requirements will not be changed and will be honored to the letter. The district plan, which will be developed annually, will apply to each campus the same, since the Winfree program is uniform throughout its area of service. Nonetheless, each campus will also develop plans for differentiated program components that will enhance services to its particular constituency. The planning process will also include these following components:

1. Needs assessment instruments, such as end-of-course tests and standardized tests, will be used to evaluate student academic performance.
2. Based on the needs assessment, campus and district staff will review data and evaluations inherent in the Winfree program as a basis for refining current strategies or developing new ones, always casting a watchful eye toward ways for making the program more effective.
3. Measurable performance objectives, already described under "Goals" in this application, will be reviewed annually within a constant cycle of systemic renewal, so that previous objectives can be purified and new objectives added.
4. Strategies will be identified in the program which are effective. These will be strengthened and reinforced. New strategies will be developed to further enhance at-risk services and improve student performance.
5. Resources and staff will be identified in this annual plan which will be needed to achieve the strategies seen in point 4.
6. New timelines for monitoring and evaluating strategies will be developed, while previous timelines will be assessed and useful parts of these ratcheted forward.
7. Programmatic evaluation criteria will be re-established each year to determine the effectiveness of strategies implemented at Winfree, especially as they impact student performance. This feedback cycle will provide information and impetus for ongoing improvement.
8. The existing application being submitted by Winfree Academy has features which are perpetuated from year to year. Charter-application commitments will be considered by Winfree to be perpetual and binding and none of the above processes will be construed as a means to circumvent this obligation. We mean to do what we say. The present Winfree program is self-evident testimony to—not only our competence but also our veracity.

This planning process will begin during the first year of Winfree's operation as a charter school, so that a plan for the ensuing school year will be in place by the end of the current school year.

**Another important consideration in connection with the State Compensatory Education program is the criteria for identifying at-risk students.** As described in the section below dealing with this topic, parents/students will be given a questionnaire

to evaluate conditions that suggest “at-risk”. This questionnaire will be coupled with and screened against the State Academic Achievement Record to ascertain at-risk status. Finally, a computerized assessment instrument will be used (from PLATO) to assess grade levels in reading, writing, and math. Students identified as matching one or more of the criteria defined in State Compensatory Education program documentation (and discussed in the At-Risk section below) will be placed in the Winfree At-Risk Program for service under the school’s charter.

Students who do not meet the State criteria for at-risk will not be reported on PEIMS as being at-risk. Within the scope of State Compensatory Education guidelines, however, students other than these may be identified as at-risk and placed in our program as such based on local criteria. These students will be served as at-risk within limitations prescribed in laws and regulations permitting the 75% Rule Charter opportunity, but these students will not be reported on PEIMS as “at-risk”. The criteria for these additional students, who will be declared and treated as at-risk locally, are seen in the following. A student may be declared locally as “at-risk” whom:

1. Has failed one or more sections of the TAAS test.
2. Is identified as “limited English proficient”.
3. Is sexually, physically, or psychologically abused.
4. Has exhibited delinquent behavior, according to Section 51.03 (a) Family Code.

No at-risk designation will be made for students who are disabled, unless the condition for being at-risk is not connected with the disability.

Further discussion of specifics of academic conditions and provisions for the Winfree At-Risk Program will be seen in the “At-Risk” section below.

### **Dyslexia**

The Winfree Academy Dyslexia Program is a subset of the 504 program described below. In other words, even though it is not stated in the description of the 504 program, 504 wraps around the dyslexia program.

As with 504, students in Winfree Academy may be referred by parents, teachers, counselors, administrators, or any other school employee for evaluation to determine if these students are disabled and in need of special instruction or services related to dyslexia. As with 504, students with apparent dyslexia-type problems are referred only when the problem is severe enough to “substantially impair” their completion of work and/or academic progress. The evaluation will be completed by the same special committee, which attends 504 matters. This committee will review all data for referred students to determine appropriate disposition/action. **The committee will be comprised of the campus director, a teacher, the parent(s), and the Dyslexia Coordinator; the committee will be called the Student Assistance Team (SAT).**

The criteria for the Dyslexia Coordinator will be familiar with dyslexia referral procedures and have experience in serving students with dyslexia. This person will chair the SAT and will be responsible for monitoring dyslexia referrals and processes. All referrals will be made through the Dyslexia Coordinator. Referral and tracking forms referred to below are included in this application as attachments (Attachment 28).

The person actually making the referral to the Dyslexia Coordinator will use the “Referral Form”, along with the “Student’s Skill/Behavior Rating” form and other required documentation to initiate consideration for review. The Coordinator validates the referral

and, if appropriate, proceeds to set up a committee meeting to assess the student for dyslexia.

At least five days prior to the meeting, parents will be notified of the meeting and will be given a "Notice of Parent and Student Rights". Parent attendance is welcomed—not mandatory—but parental permission is required for the meeting to take place. Also prior to the meeting the Coordinator will issue and collect forms for input from teachers and parents.

During the meeting a record of results derived in the meeting will be recorded on forms designed for this purpose (Attachment 28). The forms for this are the "504 Committee Report" (504 document applied to the dyslexia program) and the "Dyslexia Modification Checklist", along with the "504 Accommodation Plan" (once again, a "504" document with dyslexia applications... keep in mind, "dyslexia" is subsumed into "504"). Alterations in programs or schedules will be recommended for students, as appropriate, and changes implemented. An example of a modification may be the use of audiocassettes, large print books, special-color apparatus, video presentations, individual tutoring, typing/computer-based programs, and manipulatives.

Serious or extreme dyslexia cases will be referred for special education assessment. Otherwise, students who are placed in the dyslexia program will be reviewed annually for continuance, alterations, or exit from the dyslexia program. The annual review is recorded on the "Dyslexia Status Review" form and exits are reported on the "Dyslexia Exit Report". The Winfree individualized program works well for dyslexic students. For extreme cases of dyslexia beyond the scope of Winfree's programs, **the powerful "Alphabetic Phonics" program, developed and published for amelioration of dyslexia by the Scottish Rites Children's Hospital, will be used daily to assist these students.** A staff member already exists at Winfree who has training and experience in this program.

**Gifted and Talented.** According to the Texas Education Code Chapter 29, Subchapter D, a "gifted and talented student" is "one who performs at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

1. Exhibits high performance capability in an intellectual, creative, or artistic area;
2. Possesses an unusual capacity for leadership; or
3. Excels in a specific academic field."

Gifted and Talented (GT) students will be selected by screening all students on the basis of teacher recommendations, parental requests, high levels of accomplishment, and multiple-source assessments. Students from all populations have access to assessment on an equitable basis, and—once identified—have equal access to all GT services. GT students will be chosen by a committee consisting of the campus director, the counselor, and a teacher. All of these committee members must have completed 30 hours of specialized GT training (with 6-hour updates annually). This same committee will review students annually, or as needed, for exit from the program. Exits will be somewhat rare, since students identified as "gifted" will assumedly not lose this gift. Nonetheless, the committee will find it appropriate to exit a student from GT...on occasion and within the scope of district policy.

General learning opportunities will include the following:

1. Learning opportunities which enable a student to work with others or independently.
2. Learning experiences which lead to the development of advanced-level products or performances.
3. Options relevant to the development of each student's strengths.
4. Options to accelerate in areas of strength.

The *State Plan for the Education of the Gifted/Talented* is the guiding document for the development of a GT program at Winfree Academy. The goal specified in this document is, as follows:

**Students who participate in services designed for gifted students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment.**

Winfree shares this goal for its GT students, and is designing a program that will provide opportunities for accelerated or high-level performance, creativity, and self-directed learning. Very few embellishments will be needed in our curriculum to achieve this for our GT students, since we already boast an innovative curriculum which is "without a ceiling" in terms of student performance. This is particularly true of the off-line curriculum, which is portfolio-, project-, and research-based. The beauty of the Winfree curriculum is its ability to flexibly serve a diverse student population.

The question may arise, "Why would someone want to put a GT component into an "at-risk" program? It may be surprising that many of our at-risk students have gotten that way because they are gifted and/or talented. These are the ones who have challenged teachers to the point of frustration, and have been in trouble repeatedly. These are the ones who find "alternate" ways to solve problems or complete assignments. These are often the ones who look different or sound different or behave in a different way, and who become alienated and disenfranchised within the system. **These are the ones who—like the lion—need to be neither defended nor bound...they simply need to be unleashed.** These are the ones Winfree is serving. Rather than being ostracized for their "weirdness", these students need to be recognized for their superior achievement.

The kind of "difference" which can be seen in the Winfree GT program can be illustrated with an assignment currently required in U.S. History, called the "American Treasure Chest". This project calls for students to create a treasure chest, which will ostensibly be discovered by great-grandchildren years down the line. This "treasure chest" reflects the student, and the times of the student's life, by collecting and storing artifacts that depict these. The student also includes a written report describing the significance of items displayed. The family, which provides "context" for this student's life can be fictitious or real, but objects included, will **depict eight generations of this family's life**. Example events and activities are suggested for students to include. Extensions for this kind of activity for a GT student are not hard to see. For example, a GT student **can create a treasure chest for an entire community**, and collect artifacts and create a report to include data from local, state, and federal records, which describe the history of the community. The Bear Creek community here in Irving, Texas, predominantly Black, has a fascinating history which can be traced through the civil war,

reconstruction, the depression and the civil rights movement, all of which affected the community. This is GT heaven!

Emphasis in the GT program will be on the four core academic areas of math, science, language arts, and social studies. In the second and third year of operation, this emphasis will be enlarged to include a more comprehensive program, including options in the arts, leadership, and creativity. As suggested in the example above, many of the assignments will be done "independently and with self direction"...as facilitated by instructors. Activities will also be included which will allow collaborative and cooperative activities with variable grouping patterns.

Once again, the Winfree program and curriculum provide a kind of flexibility, which makes it easy to adapt assignments and activities to the needs of various types of students. This makes Winfree especially palatable to special programs and populations, including GT.

**H. Describe how your school will identify and provide educational support for students who are identified as being "at risk of dropping out of school" as defined in TEC 29.081(d)**

**IMPORTANT NOTE: As an At-Risk Charter, our school's primary objective is to address all of the issues defining a student as being "at-risk of dropping out of school", as defined in Section 29.081(d), Texas Education Code.**

Identification procedures and education support for at-risk students are described throughout this application. To describe any part of Winfree is to describe our at-risk offerings. Information is offered here, some new, some repeated elsewhere, to further illuminate the function and purpose of the Winfree Academy "At-Risk" programs.

Upon enrollment, students and their parents will complete a **questionnaire** formatted to provide information with regard to At-Risk indicators. The school will also determine these factors based on the enrolling student's **previous State Academic Achievement Record** and any other previous test scores available. Each student will also be required to **complete a computerized assessment test determining grade level** in reading, writing and math. The bulleted list following this paragraph is from TEC §29.081(d), comprising a complete delineation of the State's criteria for At-Risk students in grades 9 through 12 who are under 21 years of age. Students fitting one or more of these criteria will be identified as at-risk and will be reported as such on PEIMS. Other students will also be served, as described in the Section above discussing Compensatory Education. Accompanying each criterion for "official" at-risk identification below is a **bolded comment**, which is a description of how our program provides educational support for at-risk students who fulfill that criterion.

**At-Risk students in grade 9 through 12 who are under 21 years of age and:**

- were not advanced from one grade level to the next for two or more years  
**Each student will be able to recover credits in the self-paced individualized curriculum with the support of an academic program designed to assist the student in recovering academic deficiencies.**
- have mathematics or reading skills that are two or more years below grade level  
**After an analysis of the student's current grade level, the student will receive instruction in mathematics and reading skills that will bring the student up to grade level.**

- did not maintain an average equivalent to 70 in two or more courses during a semester

Our program is computer-managed and mastery-based, offering complete tutorial services for all students to ensure mastery of all objectives. Thus, the minimum standard that “students must show mastery of each objective with a score of 70 or better before they continue to the next objective” is a literal understatement of the Winfree standard. To wit, each student will maintain an average above 70 in all courses during the semester, which is an inevitable outcome if the student is progressing, since the student cannot proceed to the next objective before he has mastered the one before!

- are not expected to graduate within four years of the date the students begin ninth grade

Students complete a series of tests that analyze each student’s mastery level for objectives in reading, writing and mathematics. The computer tracks their mastery levels and exempts them from objectives that are mastered, within assignments for each course. This provides an intensive focus for each student to work on areas of weaknesses. This opportunity, coupled with the self-paced program, allows most students to accelerate his/her graduation date by at least one year.

- did not perform satisfactorily on TAAS

Winfree’s program will increase the student’s Texas Learning Index at a percentage rate higher than the state’s average TLI of 4% to at least 10%, and increase the amount of objectives each student passes on the TAAS by at least 10% each time the student takes the TAAS. So far, Winfree has greatly surpassed this benchmark on previous TAAS tests!

- are pregnant or are parents

Winfree Academy provides Pregnancy Related Services, which offers both parenting skills and pregnancy related assistance to each student who is pregnant or is a parent. This includes providing a homebound teacher to continue lessons during the post-delivery period. The Pregnancy Related Services Coordinator counsels with the expecting student to provide information regarding federally funded day care programs and other social programs available to students who are parents.

**IMPORTANT NOTE:** Irving ISD and the surrounding community has praised Winfree Academy the past two years for their efforts at serving the “at risk” population. Local Justices of the Peace are also working with our school’s program to address truancy issues. Because our students are largely “at-risk” and not expected to graduate, Graduation Day at Winfree Academy is a heart-stirring event. Parents, family members, friends, and teachers cannot hold back the tears of joy as they witness the moment many thought would never occur! This is what Winfree is all about!

#### I. Other Student Activities (athletics, publications, clubs and organizations)

This question is answered in TWO PARTS, 1) Programs Planned and 2) Agreements with Agencies.

## Student Activities Part 1...Programs Planned

### 1. Describe the programs planned for the charter school.

Student Activities Part 1...Programs Planned...

Our weekly Community meetings **provide a forum for students to participate in the systemic renewal of our program and to develop plans that are of most interest and need for the students.** In keeping with addressing the issues for "at-risk" youth, the school will **continually develop courses with high interest areas.** Winfree Academy is planning a course in **multi-media, audio-visual, music-video production** using a MIDI program and sundry software for producing music videos. An expert in this field has already been cited to teach this course.

Students produce a monthly Student Newspaper which is distributed to parents, students, and the community. These are student-written and published, providing opportunity for students' writing to be published, and offering students a medium for expressing themselves and a means for preserving a record of events occurring in their "high-school" period.

Winfree Academy students will aid in the development of clubs and organizations of **interest to them.** At present a **basketball club** with a faculty sponsor has already been formed as a result of student requests. The group plays basketball at local community centers, plays in a city league and goes to other games as a group. **Another example of a club based on student request is the car club. Students love their cars!** Faculty members supervise students as they visit car shows and hold meetings sharing their interests in cars. **These types of experiences show Winfree students that they can take control of their lives and make a difference in their environment. These students have typically not felt included or important in traditional, larger and less flexible schools.**

Our school will be participating with the **Youth Leadership Organization** to introduce students to leadership experiences. Scheduled "adopt a student" days and guest speakers will introduce students to the possibilities of **utilizing their entrepreneurial skills.** Service learning programs will begin in the fall of 2001. Studies show that these projects are **most successful when begun at the round-table with the students involved in the planning process.**

Winfree is also promoting the idea to our students that **they do not have to be locked into a "labeled category" as At-Risk.** Winfree is promoting student successes in activities that support high academic standards. For example, Winfree Academy is a participant in the **National Honor Society.** In addition, our students are scheduled to participate in the University Of Texas at Arlington's school of engineering, high-school **engineering contests.**

School-to-life transition plans will be made for each student. Opportunities for trips to a variety of businesses, colleges and technical schools will also be made available. We have scheduled with the Department of Defense to provide all of our students an opportunity to take the **ASVAB test and attend a career evaluation session utilizing their test results.** The testing consultant relates the students' scores to both civilian and military careers. (Continue on to Part 2.)

## Student Activities Part 2...Agreements With Agencies

### 2. Describe whether any agreements have been entered into or plans developed with other public or private agencies.

The **public libraries** in the vicinity of each campus will include our school on their **Bookmobile's route**. They will take requests for books and topics of books from students and teachers. This will provide a **valuable resource to enrich our program and increase library and reading opportunities for At-Risk students**. **Parks and Recreation Departments** of various cities have allowed our students to participate in competitive activities and league sports programs. We have also collaborated with the Department of Defense in providing all of our students an opportunity to take the ASVAB test and attend a career evaluation session utilizing their test results. The school has obtained membership in the National Honors Society. Many other agreements and partnerships are being formalized, as evidenced by the letters of support from numerous key citizens from our area of service. These letters can be found in Attachment 3. One such letter discusses our plans to partner with the **New Image Business Associates who wish to provide workshops and training programs for students who wish to start their own businesses**. From the letters we have received so far, we have gleaned the following excerpts reflecting the kinds of supportive partnerships we are seeking:

- **From Jack Singley, Superintendent, Irving ISD:** "Winfree Academy has established a collaborative relationship with Irving ISD."
- **From Sanmi Akinmulero, President, New Image Business Associates:** New Image expressed a desire to partner with Winfree in **developing workshops, training programs, and participation for the Winfree "Protector Program"**.
- **From Don Freeman, Dallas County Constable's Office:** This office is collaborating with Winfree Academy to set up an **Absentee Student Assistance Program to improve student attendance**.
- **From Emory Black of Sunset High School in Dallas:** **Sees Winfree as assisting with Dallas ISD's truancy program**.
- **From Pamela Jackson-Robertson and Vickie White at Texas Youth Commission:** Say Winfree provides their referred students with "success".
- **From Chevas King, Jr., publisher of the Black Economic Times:** Wants to work with Winfree to develop curriculum and course work regarding **capitalism and free enterprise**.
- **From Ron Underwood, Texas Stadium Manager:** Is available to "be of assistance", including finding jobs for our students.

## J. Student Assessment

1. Describe your plan to assess individual student performance in the core academic areas. Include the process to determine the baseline of achievement levels of students, the results to be achieved, and the methods of measurement to be used.

**TAAS results will be used to assess individual student performance in core academic areas.** The Student's Texas Learning Index **aggregate scores** will be analyzed to determine the baseline of achievement levels of students. All students will show a growth on the Texas Learning Index (TLI) of at least 10 points for each year of attendance at Winfree. Students will also be given the Stanford Achievement Test in all core subjects at the end of the school year. The first administration of the test will provide us with a **baseline to determine the student's achievement level** and compare it to each future test. Each student will progress at least 10 months on the grade equivalency scale for each academic year completed at Winfree.

Using the computer-based learning software, Plato's Fast Track, pre-tests will provide diagnostic data for each student in reading, writing, and math. Students will then be required to complete a mastery-based post-test. The computer has an **automatic reporting system that has the ability to prepare 80 different types of customized reports.** One such report details how much time it is taking the student to master an objective and compares it to the amount of time it is taking all other students to master objectives. This report is used to analyze areas of strengths and weaknesses of each student and provides valuable information to assist the ARD committee in developing a student's individualized learning plan.

2. Describe the methods to identify the educational strengths and needs of individual students and the extent to which educational goals and performance standards are being met.

The methods to identify the educational strengths and needs of individual students will be as follows:

- a) Each student's **Texas Learning Index** will be reviewed and compared with the previous TAAS test taken. The difference in the TLI of the last TAAS and the current one will be divided by the number of years to ascertain that the student improves at least 10 points per year.
- b) **For students not showing a 10 point gain in each subject on the TAAS,** a practice TAAS test will be administered and analyzed to determine specific strengths and needs within the individual objectives in each category. Students will then **participate in small group instruction and be given specific exercises** to strengthen skills in weak areas.
- c) Plato ® computerized mastery assessment program will be used to correct deficiencies in reading, writing and math as indicated by the Stanford Achievement Test. Students scoring a national percentile of less than 50% in any subject on any Stanford Achievement Test will be given these **improvement exercises as well as individualized lessons prepared by the student's teacher and team.**
- d) One hundred percent of all students will pass all course work required for graduation.

Each student will have an individual education plan to build his/her academic skills, using Winfree Academy self-paced offline curriculum and Plato ® computerized learning programs in reading, writing, math, and other subjects.

**3. Describe how student evaluation results will be used by the school to improve instructional programs.**

**Teachers and administrators will develop and review aggregate and individualized test results for the purpose of determining which specific subjects, and which objectives within such subjects, need to be embellished or enhanced to improve the content and delivery of instruction.** Specific workdays will be designated for the purpose of working as a school wide team to develop campus instructional improvement plans for each identified weakness. **For example, if data results show weaknesses in writing skills, the faculty will receive staff development by leading experts in improving writing skills across the curriculum. Then the faculty will create strategies within each area needed to strengthen our educational program.** The Superintendent and the Board will contribute as they annually re-evaluate the school's budget. In areas of academic deficiencies, the budget will be established to shift funds to improve instructional programs that will assist the school in providing the best possible instructional program supports. All TAAS achievement data will be reported annually as required by the charter to the TEA. All other significant testing data will be made available to the public and TEA as prescribed by law, the SBOE, and the Winfree Charter.

**Attachments (limited to 50 pages)**

**All attachments should be numbered and clearly referenced to in the text. Choice of attachments are up to the applicant, though they should be used to provide evidence, support a particular aspect of the application, or lend insight in to the applicant group.**

**IMPORTANT FINAL NOTE:** Winfree Academy has included in the attachments only those items that are required. According to the Charter School Office at TEA, the limit of 50 pages applies **ONLY** to those items which are included as **OPTIONAL** attachments. Items **REQUIRED** in the application are **NOT** included in the limit of 50 pages. We have included only a page or two in the "optional" category.

Attachment 19 is a (partial and random) list of forms currently being used at Winfree Academy, included for reviewers' information.  
Attachment 24 contains Building Inspections and Certifications for current Winfree campuses.

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## APPLICATION

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

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

WINFREE ACADEMY CHARTER SCHOOL  
C/O MELODY GIBBS  
201 BROWN ST SUITE 190  
IRVING, TX 75061

Employer Identification Number:  
31-1686000  
DLN:  
17053025031000  
Contact Person:  
COLLEEN LAWSON ID# 75897  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
August 31  
Foundation Status Classification:  
509(a)(2)  
Advance Ruling Period Begins:  
January 5, 2000  
Advance Ruling Period Ends:  
August 31, 2004  
Addendum Applies:  
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

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WINFREE ACADEMY CHARTER SCHOOL

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period

## WINFREE ACADEMY CHARTER SCHOOL

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your 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 are also required to make available for public inspection your exemption application, any supporting documents, and your 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.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

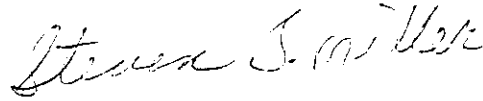
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

WINFREE ACADEMY CHARTER SCHOOL

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller  
Director, Exempt Organizations

Enclosure(s):  
Addendum  
Form 872-C

▶ Attach this form to determination letter application.  
 (Form 8718 is NOT a determination letter application.)

Control number \_\_\_\_\_  
 Amount paid \_\_\_\_\_  
 User fee screener \_\_\_\_\_

1 Name of organization  
Winfree Academy Charter School

2 Employer Identification Number  
Applied for 1-4-00 Jan # 5120-460-8000

Caution: Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

3 Type of request

- a  Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging not more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging not more than \$10,000 during its first 4 years ▶ \$150
- Note: If you checked box 3a, you must complete the Certification below.

**Certification**

I certify that the annual gross receipts of \_\_\_\_\_ name of organization

have averaged (or are expected to average) not more than \$10,000 during the preceding 4 (or the first 4) years of operation.

Signature ▶ \_\_\_\_\_ Title ▶ \_\_\_\_\_

- b  Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging more than \$10,000 during its first 4 years ▶ \$500
- c  Group exemption letters ▶ \$500

**Instructions**

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 98-8, 1998-1, I.R.B. 225.

Check the box on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the Internal Revenue Service for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Send the determination letter application and Form 8718 to:  
 Internal Revenue Service  
 P.O. Box 192  
 Covington, KY 41012-0192

If you are using express mail or a delivery service, send the application and Form 8718 to:

Internal Revenue Service  
 201 West Rivercenter Blvd.  
 Attn: Extracting Stop 312  
 Covington, KY 41011

Attach Check or Money Order Here

Pay to the order of INTERNAL REVENUE SERVICE \$ 500.00  
Five hundred and 00/100 Dollars

Bank of America.

Date 1-9-00 32-2/1110 TX 6060

For USER FEE FOR EXEMPT ORGAN.

Form **1023**  
(Rev. September 1998)  
Department of the Treasury  
Internal Revenue Service

**Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056  
*Note: If exempt status is approved, this application will be open for public inspection.*

Read the instructions for each Part carefully.

**A User Fee must be attached to this application.**

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

**Complete the Procedural Checklist on page 8 of the instructions.**

**Part I Identification of Applicant**

1a Full name of organization (as shown in organizing document) <i>Winfree Academy Charter School</i>		2 Employer identification number (EIN) (If none, see page 3 of the <b>Specific Instructions</b> .) <i>Applied for 512-460-8200 fax</i>
1b c/o Name (if applicable) <i>Melody Gibbs</i>		3 Name and telephone number of person to be contacted if additional information is needed <i>Melody Gibbs (972) 313-9294</i>
1c Address (number and street) <i>201 Brown St.</i>	Room/Suite <i>190</i>	4 Month the annual accounting period ends <i>AUGUST</i>
1d City, town, or post office, state, and ZIP + 4. If you have a foreign address, see <b>Specific Instructions</b> for Part I, page 3. <i>Irving, Texas 75061</i>		5 Date incorporated or formed
1e Web site address		6 Check here if applying under section: a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k) d <input type="checkbox"/> 501(n)
7 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach an explanation.		
8 Is the organization required to file Form 990 (or Form 990-EZ)? . . . . . <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach an explanation (see page 3 of the <b>Specific Instructions</b> ).		
9 Has the organization filed Federal income tax returns or exempt organization information returns? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.		

10 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See **Specific Instructions** for Part I, Line 10, on page 3.) See also Pub. 557 for examples of organizational documents.)

a  Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.

b  Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.

c  Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here *Melody L Gibbs* (Signature) *Melody L Gibbs, C.F.D.* (Type of print name and title or authority of signer) *1-9-00* (Date)

# Application for Employer Identification Number APPLICATION

Form **SS-4**  
(Rev. December 1993)

Department of the Treasury  
Internal Revenue Service

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

EIN **31-1686000**

OMB No. 1545-0003

Expires 12-31-96

Please type or print clearly.

1 Name of applicant (legal name) (See instructions.) <b>WINFREE ACADEMY CHARTER SCHOOL</b>		3 Executor, trustee, "care of" name
2 Trade name of business, if different from name in line 1		5a Business address, if different from address in lines 4a and 4b
4a Mailing address (street address), (room, apt. or suite no.)		5b City, state, and ZIP code
4b City, state, and ZIP code		6 County and state where principal business is located
7 Name of principal officer, general partner, grantor, owner, or trustee--SSN required (see instructions.)		

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

<input type="checkbox"/> Sole Proprietor (SSN) _____	<input type="checkbox"/> Estate (SSN of decedent) _____	<input type="checkbox"/> Trust _____
<input type="checkbox"/> REMIC	<input type="checkbox"/> Plan administrator-SSN _____	<input type="checkbox"/> Partnership _____
<input type="checkbox"/> State/local government	<input type="checkbox"/> Personal service corp. _____	<input type="checkbox"/> Other corporation (specify) _____
<input type="checkbox"/> Other nonprofit organization (specify) _____	<input type="checkbox"/> National Guard _____	<input type="checkbox"/> Federal government/military _____
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Church or church controlled organization _____	<input type="checkbox"/> Farmers' cooperative _____

(enter GEN if applicable)

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

State	Foreign country
-------	-----------------

9 Reason for applying (Check only one box.)

<input type="checkbox"/> Started new business (specify) _____	<input type="checkbox"/> Changed type of organization (specify) _____
<input type="checkbox"/> Hired employees	<input type="checkbox"/> Purchased going business
<input type="checkbox"/> Created a pension plan (specify type) _____	<input type="checkbox"/> Created a trust (specify) _____
<input type="checkbox"/> Banking purpose (specify) _____	<input type="checkbox"/> Other (specify) _____

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

11 Enter closing month of accounting year. (See instructions.)

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

13 Enter highest number of employees expected in the next 12 months. **Note: if the applicant does not expect to have any employees during the period, enter "0."**

	Nonagricultural	Agricultural	Household
--	-----------------	--------------	-----------

14 Principal activity (See instructions.)

15 Is the principal business activity manufacturing? **If "Yes," principal product and raw material used**

Yes  No

16 To whom are most of the products or services sold? Please check the appropriate box.

Public (retail)  Other (specify) \_\_\_\_\_  Business (wholesale)  N/A

17a Has the applicant ever applied for an identification number for this or any other business? **Note: If "Yes," please complete lines 17b and 17c.**

Yes  No

17b If you checked the "Yes" box in line 17a, give applicants' legal name and trade name, if different than name shown on prior application.

Legal name	Trade name
------------	------------

17c Enter approximate date, city and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year)	City and state where filed	Previous EIN
----------------------------------------------	----------------------------	--------------

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

Name and title (Please type or print clearly)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Please leave blank	Geo	Ind	Class	Size	Reason for applying
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**The State of Texas**  
*SECRETARY OF STATE*

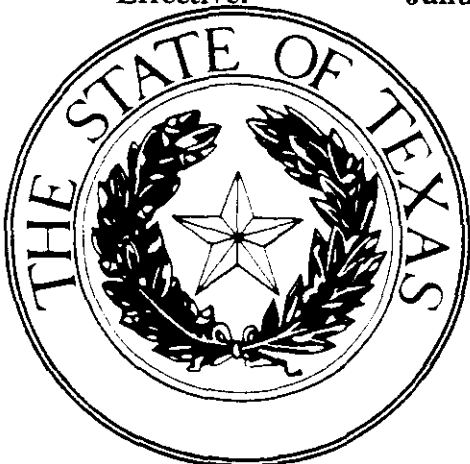
**CERTIFICATE OF INCORPORATION  
OF  
WINFREE ACADEMY CHARTER SCHOOL  
CHARTER NUMBER 1564907-01**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: January 5, 2000  
Effective: January 5, 2000



*Elton Bomer* LAS  
Secretary of State

JANUARY 8, 2000 APPLICATION  
THIS FORM ACCOMPANIES FORM 1023,  
APPLICATION FOR RECOGNITION OF EXEMPTION

To: "'William D Gibbs'", WGibbs3  
From: "Bedsole, Jennifer", INTERNET: [REDACTED]  
Date: 12/29/99, 12:45 PM  
Re: RE: public notice

This ad will cost \$56.96 to publish 1 day in the Irving News. It will cost \$113.92 to publish 2 days. Please let me know how long you need this ad to run. I will bill the following address unless otherwise specified:

Winfree Academy  
2201 Parkside Drive Suite 166  
Irving, Tx 75060

IRVING NEWS

Sunday, January 2, 2000

Thank you,  
Jennifer Bedsole  
DFW Suburban Newspapers  
Classified Legal Rep.

-----Original Message-----

From: William D Gibbs [mailto:[REDACTED]]  
Sent: Wednesday, December 29, 1999 11:29 AM  
To: Jennifer  
Subject: public notice

**Public Notice**  
Winfree Academy admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs and athletic and other school-administered programs.

CPN 0001  
PUB: 01/02/00

Jennifer - Please place and price the following ad  
phone - 817-560-8075 or e-mail me if I'm working on line.

Winfree Academy admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs and athletic and other school-administered programs.

----- Internet Header -----

Sender: [REDACTED]  
Received: from hermes.belo.com (hermes.belo.com [207.238.232.188])  
by spangaaf.compuserve.com (8.9.3/8.9.3/SUN-1.7) with ESMTTP id NAA16606  
for [REDACTED]; Wed, 29 Dec 1999 13:45:06 -0500 (EST)  
Received: from corp.belo.com (thor.belo.com [207.238.232.190])  
by hermes.belo.com (8.9.3/8.9.3) with ESMTTP id MAA00465  
for [REDACTED]; Wed, 29 Dec 1999 12:45:06 -0600  
Received: from dnmmail.corp.belo.com (mail.tdmn.belo.com [172.7.1.2])  
by corp.belo.com (8.9.3/8.9.3) with ESMTTP id NAA09700  
for [REDACTED]; Wed, 29 Dec 1999 13:45:09 -0600  
Received: by dnmmail.corp.belo.com with Internet Mail Service (5.5.2650.21)  
id <ZPGGWN4C>; Wed, 29 Dec 1999 12:46:39 -0600  
Message-ID: <DAB56D7DC950D211B4ED00A0C9D343F502397F6C@DMN\_MAIL\_SERVER>  
From: "Bedsole, Jennifer" <[REDACTED]>  
To: "'William D Gibbs'" <[REDACTED]>  
Subject: RE: public notice  
Date: Wed, 29 Dec 1999 12:42:32 -0600  
MIME-Version: 1.0  
X-Mailer: Internet Mail Service (5.5.2650.21)

# LEGAL AFFIDAVIT

ATTACH LEGAL  
COPY HERE

**THE STATE OF TEXAS:  
COUNTY OF DALLAS**

Before me, the undersigned authority on this day personally appeared Jennifer D. Bedsole known to me to be a credible person, who first being sworn, deposed and upon her other said:

That she is the C.L.A.R. of the IRVING NEWS, a newspaper which has been regularly and continuously published and of general circulation in the City/Town of IRVING for a period of more than one year preceding the first publication of the attached LEGAL NOTICE and that she caused said notice to be published in said newspaper on the following date(s):

01/02/00

That the attached is a true and correct copy of said notice as published on said date(s) in said NEWSPAPER.

Jennifer D. Bedsole  
Jennifer D. Bedsole

Sworn to and subscribed before me, this the 11 day of Feb, 2000.

Janet Thomason  
NOTARY PUBLIC  
DALLAS COUNTY, TEXAS



Date: January 8, 2000

This form accompanies Form 1023, Application for Recognition of Exemption

**Winfree Academy  
201 Brown Drive, Suite 190  
Irving, Texas 75061**

**Sundry Operating Conditions and Details**

**Year of Inception and non-Segregation Statement.** Winfree Academy was founded in January, 00. Since this time, and for as long as it exists, Winfree Academy will not engage in activities which promote segregation, and will not be associated with organizations which promote segregation.

**Minorities.** Winfree Academy has a 60% minority enrollment: Native American Indians - .008, Asian Pacific Islanders - .026, African Americans - .277, Hispanics - .290, Caucasians - .296. This data was obtained and reported to the **Public Education Information Management System** in the State of Texas. Winfree administers and offers all programs and privileges without consideration of race, color, or ethnic and national origin. Winfree Academy has published the statement of nondiscrimination reflecting the policy of the Winfree Academy in Irving News, a local paper which serves the general population of Winfree's service area. The school has appended a nondiscriminatory statement to all published documentation, and welcomes the enrollment of minority students, many of whom fit the Winfree Academy at-risk criteria.

The current staff of Winfree Academy consists of 40 personnel. Native American Indians - .05, Hispanics - .150, African Americans - .30, Caucasians - .50. The school will recruit applicants for all openings and will not discriminate on the basis of race, color, or ethnic and national origin.

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

Full Name of sponsoring Entity and Name of Proposed Charter School:

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Wayne Bramlett Gillespie
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Avalon, Texas
5. Business Address: 8610 Directors Row, Dallas Texas  
Business Telephone: (214) 630-2216
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1983-present	4113 Stagecoach Tr.	Irving, Texas	75061
7. Education: Dates, Names, Locations and Degrees  
College: Southern Methodist University, 1965 Business Management  
Graduate Studies:
8. List Membership in Professional Societies and Associations: Printing Industry of America *mls*
9. Present or Proposed Position with the Proposed Charter School: *Board member*
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
12/71 To Present	GH Bindery	Dallas, Texas	Owner
11. Present employer may be contacted: Yes  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details  
My daughter, Melody Gibbs has been offered the position of Director of Instruction. She is the founder of Winfree Academy

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

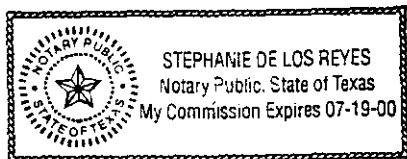
Dated and signed this 18<sup>th</sup> day of Jan, 19-00, at \_\_\_\_\_  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of Texas  
County of Dallas

Wayne Gillespie  
(Signature of Affiant)

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

Subscribed and sworn to before me this 15<sup>th</sup> day of January, 19-2000.  
Stephanie De Los Reyes  
(Notary Public)



My commission expires 7-19-00

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Matilda Gott Kleifgen
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Gott                      2c. Other Names used at any time None
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Charleston, West Virginia
5. Business Address: None  
Business Telephone: None
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1992	3521 E. Bangor Court	Irving, Texas	75062
1990	1129 Fair Oaks Drive	Irving, Texas	75060
7. Education: Dates, Names, Locations and Degrees  
College: University of South Carolina; Columbia, SC; BS Education; 1974  
Graduate Studies: College of Emponia; Emponia, KS; MS Theology; 1982
8. List Membership in Professional Societies and Associations: None
9. Present or Proposed Position with the Proposed Charter School: Board Secretary
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
11/1999 To Present	Honors Academy	Dallas, Texas	PEIMS/ Title One Director
7/1998 to 8/1999	Education Technology Group	Dallas, Texas	PEIMS Director
9/1997 to 6/1998	Career Edge Learning Center	Irving, Texas	Director
9/1996 to 8/1997	Renaissance Charter School	Irving, Texas	PEIMS Coordinator
9/1993 to 9/1996	Graybar Electric Company	Dallas, Texas	Trainer
10/1982 to 8/1993	Prentice Hall Legal Svc.	New York, NY	Regional Supervisor
11. Present employer may be contacted: No  
Former employers may be contacted: Yes

12a. Have you ever been in a position which required a fidelity bond? No

If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination) State of South Carolina, Department of Education Teaching Certificate 5/74 American Teachers Professional Educators

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

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

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 10 day of January, 19 2000, at I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief,

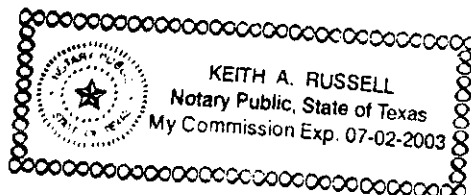
Matilda G Kleijgen (Signature of Affiant)

State of TEXAS County of Dallas

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

Subscribed and sworn to before me this 10 day of JANUARY, 19 2000 Keith A Russell (Notary Public)

My commission expires 7-2-2003



**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

APPLICATION

Full Name of sponsoring Entity and Name of Proposed Charter School:

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Melody Lynn Gibbs
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Gillespie      2c. Other Names used at any time Melody Kenney
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Dallas, Texas
5. Business Address: 201 Brown St., Suite 190, Irving, Texas  
Business Telephone: 972 313-9294
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
2000	4001 Burkett	Ft. Worth, Texas	76116
1996	1504 Landmark Ct.	Irving, Texas	75060
1993	8 O'Hare Circle	The Colony, Texas	75056
1990	1704 Hartford Dr.	Carrollton, Texas	
7. Education: Dates, Names, Locations and Degrees  
College: University of Texas at Arlington, Arlington, TX, BA History, Teacher Cert., 1983  
Graduate Studies: University of North Texas, Denton, TX, Educational Leadership Cert. 1996
8. List Membership in Professional Societies and Associations: Phi Delta Kappa, Texas Council Social Studies
9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer, Director of Instruction
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
7/99 To Present	Honors Academy	Dallas, Texas	Director of Instruction
7/1998 to 7/1999	Renaissance Charter School	Irving, Texas	Director of Instruction
8/1997 to 8/1998	Birdville I.S.D.	Ft. Worth, Tx	Instructor
9/1996 to 8/1997	Renaissance Charter School	Irving, Texas	Curriculum Dir., Instructor
8/1983 to 8/1996	Carrollton-Farmers Branch ISD	Carrollton, Tx.	Instructor/Trainer
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination) State of Texas, Department of Education Teaching Certificate, Social Studies 1983 University of Texas, Department of Education, Leadership Certificate, 1996

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes 1) I will receive a salary (through employee contract) commensurate for the position in local districts as the Director of Instruction. If Yes, give details

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 18 day of January, 19 2000, at I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

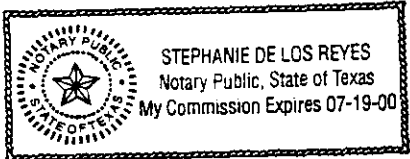
State of Texas County of Dallas

Melody Gibbs (Signature of Affiant)

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

Subscribed and sworn to before me this 18th day of January, 19 2000.

Stephanie De Los Reyes (Notary Public)



My commission expires 7/19/00

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Wayne Bramlett Gillespie
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Avalon, Texas
5. Business Address: 8610 Directors Row, Dallas Texas  
Business Telephone: (214) 630-2216
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1983-present	4113 Stagecoach Tr.	Irving, Texas	75061
7. Education: Dates, Names, Locations and Degrees  
College: Southern Methodist University, 1965 Business Management  
Graduate Studies:
8. List Membership in Professional Societies and Associations: Printing Industry of America
9. Present or Proposed Position with the Proposed Charter School:
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
12/71 To Present	GH Bindery	Dallas, Texas	Owner
11. Present employer may be contacted: Yes  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details
My daughter, Melody Gibbs has been offered the position of Director of Instruction. She is the founder of Winfree Academy

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 18th day of Jan, 19-00, at
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of Texas
County of Dallas

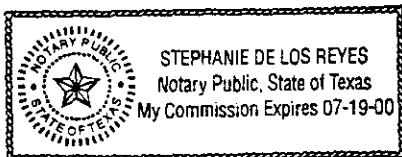
Wayne Gillespie
(Signature of Affiant)

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

Subscribed and sworn to before me this 18th day of January, 19-2000.

Stephanie De Los Reyes
(Notary Public)

My commission expires 7-19-00



**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**  
Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Jennifer Susan Rackley Sullivan
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Rackley 2c. Other Names used at any time None
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Marietta, Georgia
5. Business Address: None  
Business Telephone: None
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1999-00	11522 Clipper Circle	Frisco, Texas	75034
1992-99	2521 Willowdale Drive	Carrollton, Texas	75006
1991-92	5626 Spring Valley #42D	Dallas, Texas	75240
1990-91	986 Camden	Lewisville, Texas	75067
7. Education: Dates, Names, Locations and Degrees  
College: East Texas State University (TAMU at Commerce) Commerce, TX; BA; 1971  
Graduate Studies: Stephen F. Austin State University, Nacogdoches, TX; MEd; 1981
8. List Membership in Professional Societies and Associations: ATPE, NCSS, TCSS, TCHE
9. Present or Proposed Position with the Proposed Charter School: None
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
1987- present	Carrollton Farmers Branch ISD;	1600 Josey Lane, Carrollton TX	Teacher
1979-1987	Rusk ISD;	P.O. Box 454, Rusk, TX	Teacher
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

Texas Education Agency, 1971, Texas Teacher Certificate: Secondary History & Government  
Texas Education Agency, 1981, Texas Teacher Certificate: Mentally Retarded PK-12  
Texas Education Agency, 1981, Texas Teacher Certificate: Professional - Supervisor, PK-12  
Texas Education Agency, 1995, Texas Teacher Certificate: Secondary Social Studies Composite

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

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

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 6 day of January, 2000, at Carrollton, Texas  
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.

State of Texas  
County of Denton

Jennifer Rackley Sullivan  
(Signature of Affiant)

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

Subscribed and sworn to before me this 6 day of January, 2000.

Meg W. Marton  
(Notary Public)

My commission expires 10-15-2000

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Richard Lucero Jr.
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Billings, Montana
5. Business Address: 201 Brown St, Suite 190, Irving, Texas 75061  
Business Telephone: (972) 313-9294
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1986	3733 Magnolia Dr.	Grand Prairie	75052
7. Education: Dates, Names, Locations and Degrees  
College: Rocky Mountain College, Billings, Montana BA Psychology; 1968
8. List Membership in Professional Societies and Associations: Minority Contractors Assoc., New Image Business Assoc.
9. Present or Proposed Position with the Proposed Charter School: Executive Board/Treasurer
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
7/1999 To Present	Honors Academy	Dallas, Texas	Campus Director
10/1998 to 8/1999	Renaissance Charter School	Irving, Texas	Instructor/Administrator
1/1992 to 10/1998	Hungry Horse Enterprises	Grand Prairie, Tx.	Owner
1990 to 1992	Greater Dallas Chamber of Commerce		Director of Minority Affairs
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details I will receive a salary (through employee contract) commensurate for the position in local districts as Campus Site Director.

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 18 day of January, 2000, at I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Richard Lucero (Signature of Affiant)

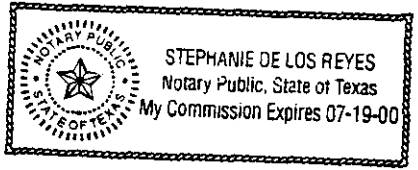
State of Texas County of Dallas

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

Subscribed and sworn to before me this 18th day of January, 19 2000.

Stephanie De Los Reyes (Notary Public)

My commission expires 7/19/02



## MacArthur High School Irving Texas



January 7, 2000

Mr. Jack Singley  
Superintendent of Schools

Dear Mr. Singley,

I am writing this letter to express my appreciation to Winfree Academy. This Charter School has been extremely helpful to MacArthur High School by accepting and educating students who have not been successful in the public school environment. Most of these students are behind grade level and are potential dropouts. Many of them are over 18 years of age and have no responsibility to the compulsory attendance laws to attend school. As the attendance officer at MacArthur High School, I have found this to be a wonderful opportunity for me to work with many of the dropout students wanting to continue their education. These students have refused to come back to the public school system or the Mega Program. Many of them have received their diploma from Winfree.

Winfree staff have been extremely cooperative in working with myself and MacArthur in placing these students and working with their parents. They have provided us with all the materials we need to help the students.

Sincere thanks,

*Brenda Williams*

Brenda Williams  
Attendance Officer

## APPLICATION

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Wayne Bramlett Gillespie
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Avalon, Texas
5. Business Address: 8610 Directors Row, Dallas Texas  
Business Telephone: (214) 630-2216
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1983-present	4113 Stagecoach Tr.	Irving, Texas	75061
7. Education: Dates, Names, Locations and Degrees  
College: Southern Methodist University, 1965 Business Management  
Graduate Studies:
8. List Membership in Professional Societies and Associations: Printing Industry of America *mld*
9. Present or Proposed Position with the Proposed Charter School: *Board member*
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
12/71 To Present	GH Bindery	Dallas, Texas	Owner
11. Present employer may be contacted: Yes  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

APPLICATION

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details
My daughter, Melody Gibbs has been offered the position of Director of Instruction. She is the founder of Winfree Academy

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 18th day of Jan, 2000, at
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of Texas
County of Dallas

Wayne Gillespie
(Signature of Affiant)

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

Subscribed and sworn to before me this 18th day of January, 2000.
Stephanie De Los Reyes
(Notary Public)



My commission expires 7-19-00



APPLICATION

January 18, 2000

JACK SINGLEY  
Superintendent of Schools

To Whom It May Concern:

I am aware that Winfrey Academy is applying for an At Risk Open Enrollment Charter with the State of Texas. I am writing to express my support of their application.

Over the past three years, the Winfrey Academy has established a collaborative relationship with the Irving ISD and has provided quality educational opportunities for numerous IISD students who were seeking an option to the traditional public school setting. We are especially grateful for Winfrey's successful intervention into the lives of some of our students who had temporarily dropped out from formal schooling.

We wish Winfrey Academy continued success as it formally seeks Charter status with the State Board of Education.

Sincerely,

A handwritten signature in black ink that reads "Jack Singley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jack Singley  
Superintendent



JAMES DICKENS  
COUNCILMAN

APPLICATION

To: State Board of Education

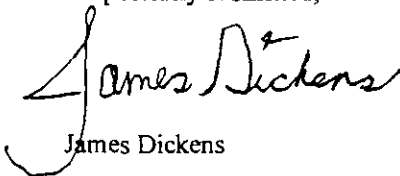
January 14, 2000

Dear Distinguished Board Members:

I am writing this letter to sincerely support Winfree Academy's application for an "At Risk" school charter with the State. I have lived in Irving for forty years and also a graduate of the Irving Independent School District, having started first grade here also. I have been a public servant here in Irving all my adult life, having retired from service to the City of Irving after almost 27 years, and have since been elected to the City Council.

Winfree Academy has proven over the past three years that it is a community leader in the educational services for high school students providing a positive effect in not only this community, but in surrounding communities as well. Students who are graduating at Winfree might not have graduated at all. I urge you to grant Winfree Academy their own charter for the good of education here in Irving and in the great State of Texas.

Respectfully submitted,

  
James Dickens

APPLICATION

Sanmi Akinmuleru  
President CEO

Harvey Awery  
Financial Secretary

Kimberly Lester  
Executive Director



January 13, 1999

Mr. Rick Lucero  
Campus Director  
Winfree Dallas High School  
7439 S. Westmoreland Road  
Dallas, Texas 75213

Dear Mr. Lucero:

Congratulations !!.... I am pleased to learn that you and your associates have decided to apply for your own School Charter to operate as "AT RISK" High School in Dallas. Since the current program you have in place are doing well in preparing students for employment and helping to bring something positive back to the community, I hope you should consider revisiting the discussions we had about the school.

New Image Business Associates, Inc. would like to help you develop business related workshops / training for your students. Also, a "protector" program which would lead to employment opportunities through our entrepreneurs membership.

Rick, NIBA promotes quality education and we are fully in support of your efforts to provide a competitive quality services for students in the Southern Dallas.

We believes in your work and pledge to work with you and to help insure the resources needed to get the job done.

Sincerely,

Sanmi Akinmuleru, president  
NIBA

*A Non-profit Organization Of Professionals and Business Entrepreneurs*

6115 Denton Drive, Suite 224, Dallas, Texas 75235 \* (214) 350-9590 Ph, (214) 941-5075 Fax



DALLAS COUNTY  
CONSTABLE, PRECINCT 6  
AURELIO CASTILLO

APPLICATION

January 14, 2000

Mr. Rick Lucero  
Winfree Dallas  
7439 Westmoreland Rd.  
Dallas, TX 75237

Dear Mr. Lucero:

We are aware Winfree Academy has applied for an "AT RISK" Charter School. We are pleased and very supportive of the program.

Winfree Academy has several years of establishment and a fine reputation for its educational services. This type of school has come a long way in our Community, making great strides in the Academic field.

On several occasions we have visited your school. What we have observed, we were very pleased. The Instructors had time to meet the special needs of each students, individually. The students were well behaved.

It's very gratifying to know someone does care about the students who fall through the cracks in our public schools. The need in this area is great. We would be pleased to work with you and help keep these students in school.

Our **A.S.A.P. Program** is currently in progress in 4 other counties. We stand ready to support your efforts and will assist you in any way possible. Together we can make a difference.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Freeman".

Don Freeman  
Assistant Chief Deputy



## Dallas Public Schools

January 7, 2000

Waldemar Rojas  
General Superintendent

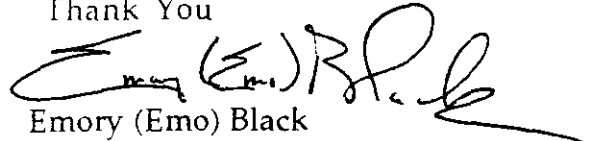
This letter is in reference to to the relationship that we have established with the Winfree Charter School. Sunset High School has sent numerous students to the Winfree program for several reasons. Among those reasons are students who have fallen behind because of age, family problems, personal reasons and general dislike for traditional school. I might explain my job at Sunset High School. My Name is Emory (Emo) Black and I am the Attendance Facilitator. That simply means that I work with the school and Court to enforce the compulsory attendance law.

I have visited the school and talked with students & Administrators with positive responses. Also I visited with Mr. Rick Lucero about some problems that have happended in the past with students dropping to an alternative school. I reminded him of the compulsory school attendance law if students did not attend Winfree. He assured me that he would remind students of the law, and would notify students home school.

I can not say enough good things about how this experience has helped some students that probably would have become drop-outs. I can only hope that you continue to support the efforts of the charter school program. Please feel free to contact me if you have any questions, or if I can be of any assistance.

972-502-1527 (office)  
214-825-3568 (pager)

Thank You

  
Emory (Emo) Black

Sunset High School

STEVE ROBINSON  
Executive Director

DWIGHT HARRIS  
Deputy Executive Director



APPLICATION

COMMISSION MEMBERS

LEONARD E. LAWRENCE, M.D.  
Chairman  
San Antonio

EDNA TAMAYO  
Vice-Chair  
Harlingen

PETE C. ALFARO  
Baytown

CHARLES HENRY  
Pampa

JOHN W. ODAM  
Spring

LISA SAEMANN TESCHNER  
Dallas

## TEXAS YOUTH COMMISSION

January 13, 2000

To: Winfree Academy  
Mr. Rick Lucero  
7439 Westmoreland Road  
Dallas, Texas 75237

Fr: Dallas Parole Office  
5415 Maple Avenue #225  
Dallas, Texas 75235

RE: 

Mr. Lucero,

The above students are currently on parole. They must be enrolled in an educational program that will assist them toward attaining a GED or high school diploma. Due to the past problems that these students have encountered by attending public schools, it would be more wise and appropriate for them to participate in this program for "At Risk" youth. This program will provide these students with an environment conducive to success and inspire them to achieve a valuable goal.

The Winfree Academy Staff provides more individual attention and posses a caring attitude. This program serves students who experience personal situations that public schools are not equipped to handle and it provides an ideal schedule for students who have jobs and children. We believe that your school serves as an important need for "At Risk" students. We wish you every success as you continue to serve the community as the provider of comprehensive and compassionate services.

Sincerely,

  
Pamela Jackson-Robertson  
Parole Officer

  
Vickie White  
Parole Officer

**Dewayne Shaw**  
**115 E. 7th Street**  
**Irving, Texas 75060**

APPLICATION

December 28, 1999

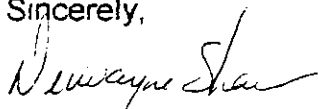
To Whom It May Concern:

Almost daily I am confronted with a very disturbing situation. Just today I was paying for gas and the young clerk had to find a calculator to figure out my change because her register was not working. The drop out rate for schools is frightening and the results are evident. I am encouraged, however, by the knowledge that someone out there is working to make a difference.

Several years ago Dick and Melody Gibbs approached the leadership of a church where I was serving as assistant pastor. They were looking for a place to begin a school that would reach at-risk youth who had either already dropped out or who were on the verge of dropping out. For the next 2 years I watched as students who had lost hope were given a second chance. I watched parents and grandparents rejoice and cry at commencement services for children they had almost lost. For many of the students it actually turned into the third, fourth, or fifth chance as the staff of Winfree Academy patiently worked at tearing down the walls that had been built around the students. Students who had believed for years that they were not able to achieve proved to themselves and others that they could succeed.

My secular career is in the field of adult probation. I know with a certainty that many of the students who Dick and Melody have worked with have turned from paths that were leading them deep into the Texas correctional system. Winfree Academy has proven so successful in many cases because Dick and Melody recognize the different way people learn and respond. They have proven to be extremely resourceful at finding various ways to teach according to the way each student learns. They have trained staff and written curriculum that accommodates the various needs of the students. I believe this has been one of the secrets behind the success of Winfree Academy. The other secret lies in the hearts of the two founders who will sacrifice anything to see the hope restored to the eyes of a student.

Sincerely,



Dewayne Shaw



APPLICATION

January 18, 2000

JACK SINGLEY  
Superintendent of Schools

To Whom It May Concern:

I am aware that Winfrey Academy is applying for an At Risk Open Enrollment Charter with the State of Texas. I am writing to express my support of their application.

Over the past three years, the Winfrey Academy has established a collaborative relationship with the Irving ISD and has provided quality educational opportunities for numerous IISD students who were seeking an option to the traditional public school setting. We are especially grateful for Winfrey's successful intervention into the lives of some of our students who had temporarily dropped out from formal schooling.

We wish Winfrey Academy continued success as it formally seeks Charter status with the State Board of Education.

Sincerely,

A handwritten signature in black ink that reads "Jack Singley". The signature is written in a cursive style with a long, sweeping underline.

Jack Singley  
Superintendent



APPLICATION

# The Senate of The State of Texas

SENATE COMMITTEES

CHAIRMAN  
Subcommittee on Higher Education

MEMBER  
Criminal Justice  
Education  
Finance

Senator Royce West  
District 23

DISTRICT OFFICE  
5787 South Hampton Road  
Suite 385  
Dallas, Texas 75232  
214-467-0123  
Fax: 214-467-0050

CAPITOL OFFICE  
P.O. Box 12068  
Austin, Texas 78711  
512-463-0123  
Fax: 512-463-2999  
TDD: 1-800-735-2989

January 13, 2000

Dear Mr. Lucero:

Please accept this letter as representation of my support of the application of the Winfree Academy for an "At-Risk" charter with the state of Texas.

As a State Senator and member of the Senate Education and Criminal Justice Committees, I am well aware of the challenges and temptations that befall our young people. The standard educational system is sometimes not sufficient enough for the educational and often emotional needs of some of Texas' students.

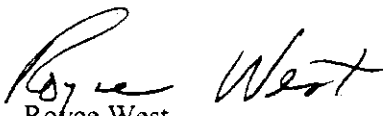
These students deserve an education. We have found that to reach and graduate these students, we must meet them where they are and provide an educational experience tailored to their needs. The Winfree Academy has, over the past three years, established a fine reputation for its educational services to these students and should be commended for serving Texas' children that have before now fallen through the cracks.

Your educational curriculum, use of technology, and well trained and committed staff is making a difference in the preparation of students in my Senatorial District. If you retrieve one student, who has left the educational system, then you have provided a service to Texas. You have retrieved countless students and your style of learning has prepared them to take their place as productive members of society.

I believe that your school serves an important need for (At-Risk) students and am delighted that you are seeking your own charter. I support your efforts and further expansion throughout the Dallas/Fort Worth metroplex.

I wish you the best of luck during the application process. Whatever, I can do to assist you, you need only ask.

Sincerely,

  
Royce West  
State Senator  
District 23

APPLICATION

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# The Black Economic Times

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*"It's Not Just Business, It's a Way of Life"*

January 13, 2000

Mr. Rick Lucero  
Winfree Dallas High School  
7439 S. Westmoreland Rd.  
Dallas, TX 75237

Dear Sir,

This letter is confirmation of our knowledge and approval of the great works going on at the *Winfree Dallas High School*. It is my firm belief that the works will have a great impact on the children and will be manifested into some good and decent educated young adults.

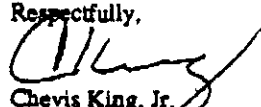
Your leadership has been vital from the beginning and I encourage you and your staff to continue with this great program

Once again It is my desire to create and implement a curriculum about capitalism and free enterprise for the Winfree Dallas High School students. The curriculum will be titled "*Enterprise Is... America, Economics for Young Americans.*" Subjects such as;

- Competition and productivity
- Profits
- Investment in business
- What is market share?
- Capitalism vs. Socialism
- Opportunity cost
- World trade

This is a small sample of what courses we are prepared to implement. Please give serious consideration to the possibility of me joining your staff in some capacity. Great work, keep it up.

Respectfully,

  
Chevis King, Jr.  
Publisher



APPLICATION

HOME OF THE FIVE-TIME WORLD CHAMPION DALLAS COWBOYS

January 14,2000

Dear Mr. Lucero:

I am aware that Winfrey Academy is applying for an "At Risk" charter with the state of Texas. Winfrey Academy has established an outstanding reputation for it's educational services to high school students over the past three years. The curriculum, use of computers, and committed staff is making a difference in preparing the students to be productive members in their community.

I believe this school serves each student with the academia/life skills and fulfills an important need for "At Risk" students. Therefore, I support your application and wish you success in this endeavor. If I, as a former educator, can be of assistance to your program, I remain available at (972) 785-4704.

Sincerely,

Ronald L. Underwood  
Director of Operations  
Texas Stadium Corporation



# Texas House of Representatives

State Representative  
**Helen Giddings**  
District 109

APPLICATION

January 13, 2000

Mr. Rick Lucero, Administrator  
Winfree Academy  
7439 Westmoreland Road  
Dallas, Texas 75237

Dear Mr. Lucero:

It has come to my attention that Winfree Academy is applying to be recognized as a charter school with the State of Texas.

I greatly appreciate you bringing this matter to my attention. It is my understanding that Winfree prides itself on the work teachers have accomplished with at risk students. Working with the Absentee Student Assistance Program you have helped students to set academic goals and given them tools to help achieve those goals. Additionally, parents feel Winfree provides an alternate setting to meet students diverse learning needs.

I wish you success as you pursue this charter. Should you need any further assistance please feel free to contact my office.

Sincerely,

A handwritten signature in cursive script that reads "Helen Giddings".

Helen Giddings

HG/hlp

*Committees: Business & Industry • Investments & Banking*

Thank you, thank you,  
 Thank you - if you  
 need anything from  
 me - please feel free  
 to ask -




Dear Melody -

Words can not express  
 the thanks I have for  
 you and all the hard work  
 I know it takes to make the  
 school work. You all are a  
 God send - you saved our  
 children. If there were more  
 people willing to ~~go~~ not give  
 up on our children we could  
 turn the problem the U.S.  
 is having with our children around.  
 You all gave our "round pegs"  
 the right ~~whole~~ for them -  
 instead of forcing them to  
 fit "square holes"

Winfree Academy

TO: Mr. and Mrs. Gibbs

I wish to thank you for your hard work, that you have done. I thank God for a school like this. I thank you for having a heart for these kids. Your program is wonderful. I know for I have four kids who would of not receive their diploma. My youngest who cannot keep up with a regular class room. My oldest who did quite school. Two got married in the last year of school. All four of my children are doing wonderful. One helps out at a school. Another works with the police department. My youngest who is thinking of collage. None of these things would have been possible if it weren't for you and the school. I know other parents join me in prayer for the school and for you. This school is giving kids a chance for a life, to feel good about themselves. There are so many kids who need this help. I only wish this school and you were around when I was young. I myself did not finish High School. I paid the price for that many years now. Thank you for my kids and all the other kids you saved.

Thank You  


APPLICATION



UNICAPITAL SECURITIES CORPORATION

6229 LBJ Freeway, Suite 450 Dallas Texas 75240  
T 972 386 0200 F 972 386 6639

January 18, 2000

Mr. Rick Lucero, Treasurer  
Winfree Academy  
7439 S. Westmoreland  
Dallas, Texas

Dear Mr. Lucero,

*Amount of 547,500*

We are pleased to advise that our firm may be able to provide lease-purchase financing for the equipment for the proposed Winfree Academy. Our firm has provided such financing for several charter schools in other states and fully supports the Charter School movement.

The proposed financing is conditioned upon acceptance by the Texas Education Agency of the Academy's proposal for funding and to further delineation of the equipment to be purchased. We here at UniCapital are excited about the possibility of assisting you in this endeavor, being aware of your past experience with the Charter School industry in Texas.

Sincerely,

James E. Craft  
Sr. Vice President

TOTAL P.002

APPLICATION



RAY ALLEN  
HOUSE OF REPRESENTATIVES

CAPITOL OFFICE  
GN.9  
P. O. Box 2910  
AUSTIN, TX 78768-2910  
(512) 463-0694  
FAX (512) 463-1130

DISTRICT OFFICE  
2321 S. BELT LINE RD.  
SUITE 145  
GRAND PRAIRIE, TX 75051  
(972) 264-4231  
FAX (972) 264-2391

January 24, 2000

Melanie Gibbs  
Winfree Academy High School  
201 Brown Drive, Suite 190  
Irving, Tx. 75061

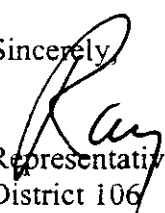
Dear Ms. Gibbs:

I am pleased to lend my enthusiastic support to the idea of creating Winfree Charter School. Your willingness to work with and encourage students who have had disciplinary problems or have even dropped out of regular public schools or perhaps they excel beyond what regular school has to offer them is to be highly commended.

This is a great challenge and will definitely meet the needs of many students who would otherwise get lost in the mainstream schools. I congratulate you and wish you the very best.

If I may be of further assistance please feel free to call my office at 972-264-4231.

Sincerely,

  
Representative Ray Allen  
District 106

RA/vh

COMMITTEES: ENVIRONMENTAL REGULATION, VICE-CHAIR  
CORRECTIONS  
HOUSE ADMINISTRATION  
SELECT COMMITTEE ON CONSTITUTIONAL REVISION

APPLICATION

THE  
TETRA  
GROUP

January 19, 2000


Mr. Rick Lucero  
Winfree Dallas  
7439 S. Westmoreland Road  
Dallas, Texas 75237

Dear Mr. Lucero,

I am aware that Winfree Academy is applying for an "At Risk" charter with the state of Texas. I support that application. Winfree Academy has, over the past three years, established a fine reputation for it's educational services to high school students. It is evident that students who are in your schools in Irving and Dallas are making great strides in Academic and life skills. Your educational curriculum, use of computers, and well trained and committed staff is making a difference in helping students to prepare to take their place in the various communities as productive members of society.

I believe that your school serves an important need for "At Risk" students and am pleased to hear that you intend to run them under your own charter. I wish you every success as you can expand to Fort Worth and other cities. I support your application and am willing to assist you with the development of human resources and materials needed to insure the continued growth and development of Winfree Academy Charter School.

Sincerely,

  
Hugh G. Robinson  
Chairman and CEO

HGR/sg





**DALLAS BRANCH**  
**NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE**

Mailing Address: 401 Wynnewood Professional Bldg., Suite 160  
Dallas, Texas 75224  
(214) 941-1207  
FAX: 941-1485

APPLICATION

Lee Alcorn  
President

January 18, 2000

Brenda A. Fields  
1st Vice President

Arthur Jones Winfree Dallas  
2nd Vice President Mr. Rick Lucero  
7459 S. Westmoreland Rd.  
Dallas, Texas 75237

Tonya Royal  
Secretary

Claude Watson  
Treasurer

Dear Mr. Lucero:

I am aware that Winfree Academy is applying for an "At Risk" charter with the state of Texas. I support that application. Winfree Academy has, over the past three years, established a fine reputation for it's educational services to high school students. It is evident that students who are in your schools in Irving and Dallas are making great strides in Academic and life skills. Your educational curriculum, use of computers, and well trained and committed staff is making a difference in helping students to prepare to take their place in the various communities as productive members of society.

I believe that your school serves an important need for "At Risk" students and I am pleased to hear that you intend to run them under your own charter. I wish you every success as your can expend to Fort Worth and other cities.

Our organization is willing to assist your with the development of human resources and materials need to insure the continued growth and development of Winfree Academy Charter Schools.

Sincerely,  
  
Lee Alcorn



APPLICATION

LEWIS PATRICK  
DEPUTY MAYOR PRO TEM

January 14, 2000

State Board of Education  
State of Texas

**Re: *Winfree Academy Application for "At Risk" Charter***

To Whom It May Concern:

I am aware that Winfree Academy is applying for an "At Risk" charter with the state of Texas. I am writing to express my support of their application. Winfree Academy has, over the past three years, established a fine reputation for its educational services to high school students. It is evident that students who attend Winfree Academy are making great strides in academic and life skills. The educational curriculum, use of computers, and well trained and committed staff is making a difference in helping students to prepare to take their place in the various communities as productive members of society. I believe that their program serves an important need for "At Risk" students, and am pleased to offer my support to them.

Please contact me if can be of further assistance. I can be reached at (972) 790-6478.

Respectfully,

Lewis W. Patrick  
Deputy Mayor Pro Tem  
Irving Council, Place 4

kks

APPLICATION



# OAK CLIFF CHAMBER OF COMMERCE

660 S. ZANG • DALLAS, TEXAS 75206 • 214/943-4667

January 18, 2000

Mr. Rick Lucero  
Winfree Dallas  
7439 S. Westmoreland Rd.  
Dallas, Texas 75237

Dear Mr. Lucero:

I am aware that Winfree Academy is applying for an "At Risk" Charter with the State of Texas. I support that application. Winfree Academy is making great strides in Academic and life skills. Your educational curriculum, use of computers, and well trained committed staff is making a difference in helping students to prepare to take their place in the various communities as productive members of society.

I believe that your school serves an important need for "At Risk" students and I am pleased to hear that you intend to run them under your own charter. I support your application and wish you every success.

Respectfully,

A handwritten signature in cursive script that reads "Lena Ainley". The signature is written in dark ink and is positioned above the typed name.

Ms. Lena Ainley  
President  
Oak Cliff Chamber of Commerce  
LL

# Dropouts put back on track for diplomas



**BOB ST. JOHN**

A young man from an educated, well-to-do family was depressed and suicidal and would write "Hitler" and draw swastikas on the wall at a public school. A homeless 15-year-old rape victim felt hopeless, useless and was living in a car. A teenage girl was kicked out of the house for having a baby in a mixed-race relationship.

All were high school dropouts. They expressed their frustration, their negative feelings, in silence or in outbursts. Teachers and even their parents gave up on them, and sometimes they gave up on themselves.

Yet all eventually realized that they wanted high school diplomas, something that would make them feel more important, more OK.

"Almost all of the students we've had are bright and very capable," said Dick Gibbs. "At one time, they had that inner strength but for whatever reason lost it. We find they have real ability they didn't know they had."

Dick and his wife, Melody, experienced educators who served many years in public schools, are founders and administrators of the Winfree Academy High School in Irving. The school's purpose is to attract dropouts and potential dropouts and help them get high school diplomas — a great boost to their self-esteem.

During their careers, the Gibbses said, they were heartbroken watching the frustration, sadness and embarrassment of students who had to drop out of school because of personal or family problems or because they just couldn't make it in the system.

The couple seemed destined to get together. They met three years ago, discussed their feelings and married shortly thereafter. "We didn't have time to date," Melody said.

They opened Winfree as a private school and had great success with the students, 40 of whom graduated the first year. Half of the students had not been enrolled in school when they entered Winfree, and eight of the girls were rape

# FROM COURT TO COURT

APPLICATION

*Families sue after players fight at high school basketball game*

By Mark Woolstad

Contributor to The Dallas Morning News

The combustible elements of athletic competition and teenage temperament exploded in an otherwise ordinary double-league basketball game in Arlington last April.

Nearly a year later, the recriminations from a pair of sucker punches supposedly exchanged by high schoolers have kept the dust-up going in dueling lawsuits — and could shape the futures of two young men with bright athletic and academic prospects.

The player hurt worse in the fracas — his

name was broken — is one of the best in Texas. [REDACTED] The 6-foot-9 junior center led his Duncanville team to the state championship last weekend.

Attorneys in the case said they don't if any previous Texas lawsuit triggered player violence at a teenage sporting event — let alone opposing suits.

"This is kind of a sickening case," said Jeff Pohnert, attorney for [REDACTED] Freshman student and Fort Worth Duncan junior who allegedly was hit first and whose family sued last. "No parent

Please see HIGH on Page 35A.



of students who had to drop out of school because of personal or family problems or because they just couldn't make it in the system.

The couple seemed destined to get together. They met three years ago, discussed their feelings and married shortly thereafter. "We didn't have time to date," Melody said.

They opened Winfree as a private school and had great success with the students, 40 of whom graduated the first year. Half of the students had not been enrolled in school when they entered Winfree, and eight of the girls were rape victims.

Kids from some of the poorer families couldn't pay tuition, but the Gibbss tended to let them in anyway. The couple said they went into debt and ran up their credit cards.

In August, after a year and a half as a private school, Winfree became a satellite of the Renaissance Charter School. So now it is tuition-free, approved and funded by the state. More than 200 students attend Winfree's two locations on Story Road, and other young people are on a waiting list. The Gibbss say the dropout rate at their school is less than 1 percent.

"Our school is like going back into the past," said Melody, who wrote the curriculum. "We take the personal, old one-room-schoolhouse approach. Education was going overboard with new ways and approaches."

She explained that students have daily one-on-one sessions with one of them or someone else on their staff, that the curriculum is individualized and that students are able to go at their own pace. Classes are flexible, held in the morning, afternoon and evening.

"When you see kids graduate who were so messed up on drugs or with other problems, you can understand why we do this," Dick said. "They're so proud, and their parents are there with tears in their eyes and it's such a wonderful time."

18, and 17, high school dropouts now enrolled at the school, say the Gibbss are special people. "They respect you and have time to talk to you," added: "They care. You know they care. That makes a difference in a person's life."

With the help of the New Beginnings Fellowship Church and caring individuals, the Gibbss also have helped homeless students find places to live and met other needs.

Sometimes the youngsters surprise themselves by what they can do in school by trying, really trying. Naturally, the Gibbss told them that all along.

## Firm to pay \$10 million in

By Bill Lodge  
and Charles Ornstein  
*Staff Writers of The Dallas Morning News*

One of the largest home health care companies operating in Texas has agreed to pay the federal government and a whistle-blower \$10 million to settle claims of Medicare fraud.

U.S. Attorney Paul Coggins and representatives of Infusion Management Systems Inc. said Wednesday that the fraud

Whistle-blower to share  
in settlement stemming  
from Medicare claims

occurred before the company was  
acquired in June 1995 by HomeCare Concepts  
of America Inc.

Formerly known as Concepts of C,  
Infusion Management Systems has open

## In the driver's seat

Carmaker surveys preteens, gets  
not-so-humble opinions at show

By Jacquelyn Floyd  
*Staff Writer of The Dallas Morning News*

The engine's important and safety is key, but the real test of automotive excellence — if you're 12 — is whether the radio can exceed the decibel level of a jet engine.

Bonus points are awarded for a really loud horn. Those were the findings in a consumer-research study conducted Wednesday at the Dallas Convention Center, where 14 sixth-graders made hands-on evaluations of the newest models in the Toyota line.

"At some point in time, these are our customers," said Craig Marckwardt, a Houston-based training manager for Toyota who recruited the kids from First Baptist Academy to study four 2000 model vehicles. Besides, he added, "If the kids get really excited about a car, the parents are more likely to buy it."

Alas, test drives were not permitted — all research was conducted on motionless cars trucked in

Please see PRETEENS on Page 34A.

# SPOTLIGHT ON BUSINESS

## Winfree Academy Brings Success To Students Seeking Alternative Education



By Earnestine Cole

Special To *The Black Economic Times*

Education leads to success in all things including a profitable career, marriage, and a comfortable lifestyle. In order for young people to learn they must have a suitable environment to do so. Today, youth have so many outside pressures until school work, in most instances, is taking a back seat. The result: public schools are sending graduates into society un-equipped to meet the challenges of a fast-paced life.

Winfree Academy in Dallas, founded by Dick and Melody Gibbs, is an alternative school to traditional education. Opening September 7, the high school is a

tuition free private school for students attending grades 9 through 12. Located in the Gannon Shopping Center at 7433/7439 South Westmoreland Road, the school is expected to serve between 290-300 students.

"There is a need, in Dallas, for Winfree Academy," said Rick Lucero, Campus Director for Winfree Academy. "We offer individualized, self-paced curriculum and tend to the needs of each student. This includes academic, emotional, vocational, and personal needs. Young people don't get this kind of attention in public schools."

See "WOMENEM", continued on page 2

APPLICATION

"WINFREE", continued from page 1

## APPLICATION

Lucero says the term "at risk youth" is over-used and wrongly used. He says these youth are "only at risk because they are dealing with personal life situations that are hard for them to cope with because they are so young."

"Winfree is a safety net for those students who have not felt successful in other school environments," Lucero added. "Most of them come from troubled family and life situations. "Our staff genuinely cares about the whole child and their future success in and out of school. Our motto is: Make us your first call, not your last resort."

At Winfree, Lucero says you will find students who are behind their grade level and need credits to graduate, teenagers who are pregnant as well as teenage mothers, youth who have used drugs and are trying to get their lives back on track, youth with learning disorders, youth who got into trouble with the law and realize that was a bad choice, youth with truancy problems, and youth with special education needs.

"Some young people just don't fit in with the philosophy and academic organization of the public school system and require alternative education services in order to complete their course work," explains Lucero. "African Americans are usually just shuffled through school. If they get it fine, if not no one seems to care. At Winfree we have a staff that cares about each child and is willing to work hard to make sure they come away with a quality education and a good feel-

ing about themselves. We feel that getting a quality education and feeling good about oneself are the true keys to success."

Winfree Academy is fully accredited and has a 501 (c) 3 status. The 10,000 square foot facility consists of 6 open classrooms and two computer rooms. One computer room has 40 computers and the other 20 computers. Winfree's teaching staff is mostly African American and is consists of certified teachers, instructional assistants, reading coaches, a vocational teacher, and computer instructors/teachers. The student to teacher ratio is 10 to 13 students, with 40 to 50 students completing course work in the computer room during each session.

"We have selected teachers who have skills in many areas," Lucero said. "For instance the math teacher also has skills in computer literacy. And the English or history teachers can also counsel young people on life situations."

In outlining some of the advantages of attending Winfree Academy, Lucero said student benefits include: a quality education, individualized and self-paced programs, certified teaching staff, accelerated programs, one-on-one instruction, career advisement and assistance in finding a job, vocational training, and state-of-the-art computer learning.

The school's curriculum meets all Texas education requirements. The curriculum includes the usual core subjects found in public schools, a variety of electives, as well as real-

world experiences through field trips, visiting speakers, social events, work experience, student mentor programs, and community service.

Core subjects include: English, reading, creative writing, general math, algebra, geometry, consumer math, biology,

chemistry, physics, U. S. history, world history, geography, government, economics, computer operation and health. Other subjects include: fine arts, community service, career preparation, cooperative vocational experience, family and parenting, human issues, personal finances, Spanish, and key boarding. Lucero said other courses will be developed on the basis of student interest.

The students will use computers approximately 65% of the class time, utilizing a software called, *Plato*. In addition, students will take part in an Entrepreneur Apprentice Program and a Teen Leadership Program to expose them to the business industry.

"I will use my connections with African American business owners to set up apprenticeships for Winfree students," Lucero said. "I want them to understand what black business owners had to go through to get where they are today. I want them to hear about all the obstacles and pitfalls. We have a lot of successful businessmen in Dallas, but getting there wasn't easy. Young people need to know this. Some of them, I'm sure, will want to become entrepreneurs."

The first site for Winfree Academy opened in Irving, Texas in October 1998. In May, 50 students graduated from the Academy. Several of them received scholarships to colleges and technical schools. When the Irving school re-opened earlier this month, the enrollment was approximately 280 students from 15 surrounding school districts.

"One of the good things about our school is that young people from across the Metroplex can attend," Lucero explains. "We have experienced tremendous success with teenagers because we also give them personal counseling to help them cope with their problems. Teenagers in each city are having the same problem and need a firm hand to guide them as well as someone to care and nurture them. We can proudly say we offer the best in alternative education."

For more information about Winfree Academy or to discuss enrollment procedures, call Louise Afdahl at (972) 313-9294.

## New charter school helps students in South Dallas excel

By Araceli Arreola  
The Dallas Examiner

Last year two chairs sat side by side in a small classroom. In one sat a pregnant girl who thought continuing school would be impossible because of her baby. Right next to her sat a drug-dealer, an entrepreneur in his own way. This year one chair stands empty because the girl finished her one and half years of high school in one semester. Her classmate continues to sit in the chair with a pencil in his hand, not an illegal businessman anymore and striving to receive his diploma.

Starting Sept. 7, members of the South Dallas community will be able to tell the same success stories about

their children.

Winfree Dallas Academy High School will open its doors to 300 "at-risk" high school students in hopes of helping students who are behind in their grade-level or do not have enough credits to graduate and who have or are at-risk of dropping out of school. The school is the Dallas Campus Site of One-2-One Texas Learning Foundation and is modeled after the first Winfree Academy High School, located in Irving.

Director of Winfree Dallas Rick Lucero said so far the charter school has enrolled between 35 to 40 students. The size, he said, is not the school's major issue.

"To us bigger is not better," he said. "We're providing them with a quality

tutorial experience."

According to Lucero, the tutorial experience includes smaller classroom sizes and more student-teacher interaction. The teacher is not expected to have anymore than six to nine students at a time and the students will work at their own pace. Lucero said students will receive individual one-on-one tutoring and will not be embarrassed to ask a question in front of the entire class.

The curriculum meets all the Texas Education requirements and will use computers 60 percent of the time. He also said the smaller classroom sizes bring unison in the classroom.

"They work together," Lucero said. "There is camaraderie in the classroom."

Learning academic skills and real-life skills go hand-in-hand at the school.

"We want them to understand two things," he said. "Number one to understand why they are learning these math and English skills and number two for them to understand the possibility that they can become owners of their own businesses, different from the employment programs."

Lucero said unlike most employment programs Winfree Dallas Academy will teach the students how to become entrepreneurs instead of just getting employed.

"We want the kids to get involved in owning their business and to experience what makes the business suc-

See School, page 13

SCHOOL, continued from front page

Lucero said. The academy also plans to make the school successful by involving the parents. Lucero said due to a limited number of students, the teachers will call all the parents and inform them of their child's progress. Parents will also receive a face-to-face visit through a program called Absentee Student Assistant Program headed by Constable Aurelio Castillo from Precinct Number 6.

According to Lucero, this kind of involvement is not possible in DISD because of its size, calling all the students in the system "at-risk."

"One person cannot change an institu-

tion DISD has become," he said. "They cannot repair that ship. They need to start over again."

Helping the students start over is what the academy strives to accomplish. Lucero said the initial plans were to place the school in Fort Worth, but were changed after he saw the high drop-out rate in South Dallas.

"The academy's purpose is to assist the community with these issues," he said.

Even though the school plans to help the community, Lucero said the community has not been welcoming. Naming such associations as Leadership Dallas, the Black Chamber of Commerce and the Hispanic Chamber of Commerce, he said they

did not want to donate time or money.

"They did not step up to the plate," he said. "Education is a major issue in Dallas. Our biggest obstacle was fighting the public, professional and business inertia to support these issues."

Although he said they did receive support from Borden Chemical Inc., Plastics Manufacturing Division, by donating furniture and Girls, Inc., has agreed to distribute flyers.

\_\_\_\_\_ received the support he needed from Winfree Irving and graduated May 29. He transferred during his senior year from James Bowie High School, calling it "a miniature prison" and said he could tell the difference right away.

"It was easier and self-paced," he said. "[There] they treat you like a person."

The graduate's \_\_\_\_\_ agrees the school has made a huge impact on \_\_\_\_\_ stating it helped \_\_\_\_\_ tremendously.

"They pay attention to detail," \_\_\_\_\_ said. "It is a personal atmosphere; they don't just push the kids through."

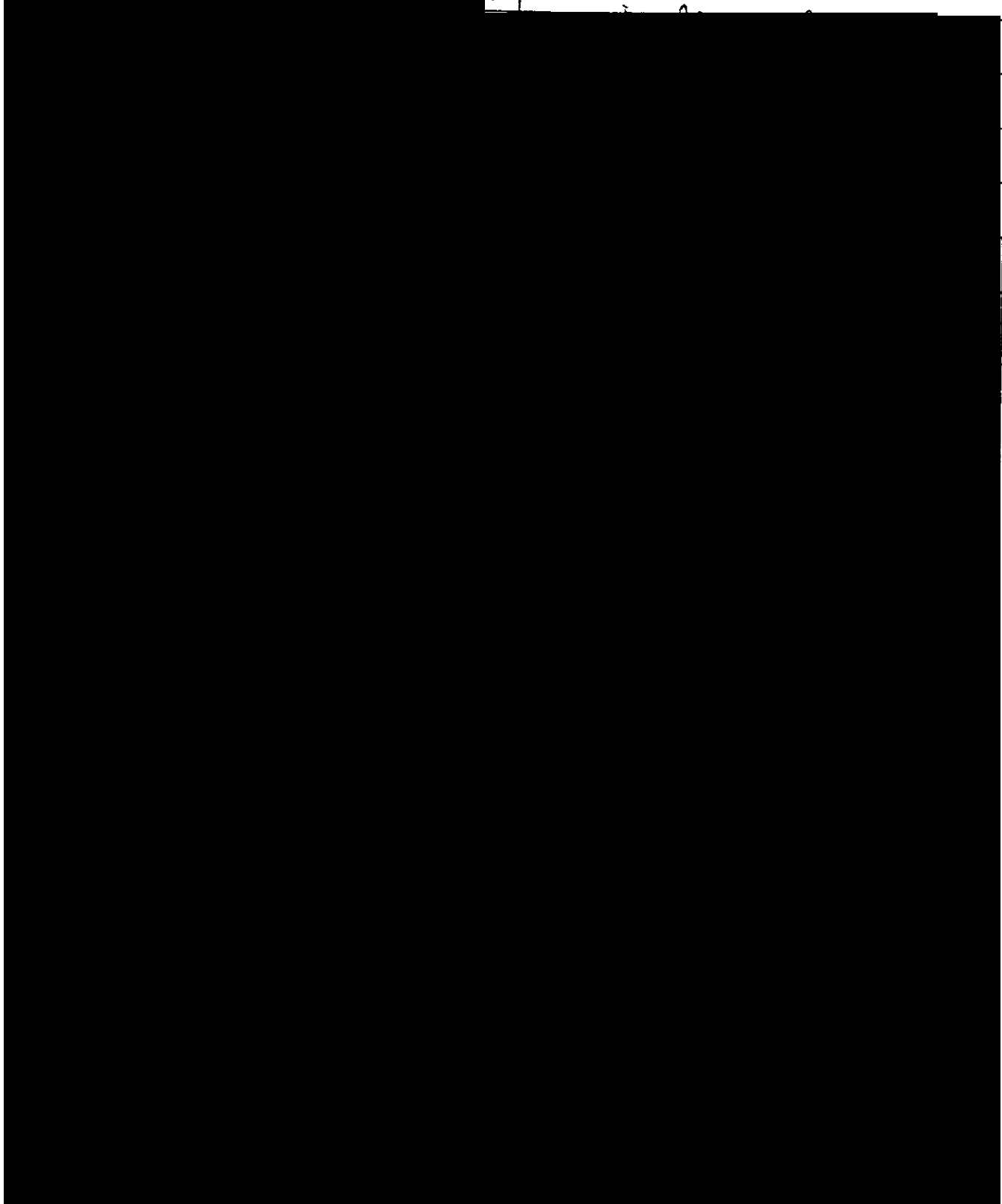
\_\_\_\_\_ said \_\_\_\_\_ was "very impressed" when \_\_\_\_\_ saw the improvement in \_\_\_\_\_'s grades and said "when they were talking about \_\_\_\_\_ I thought they were talking about two different kids."

Winfree Dallas is located at 7433/74 South Westmoreland Rd. For more information call (972) 262-0939.

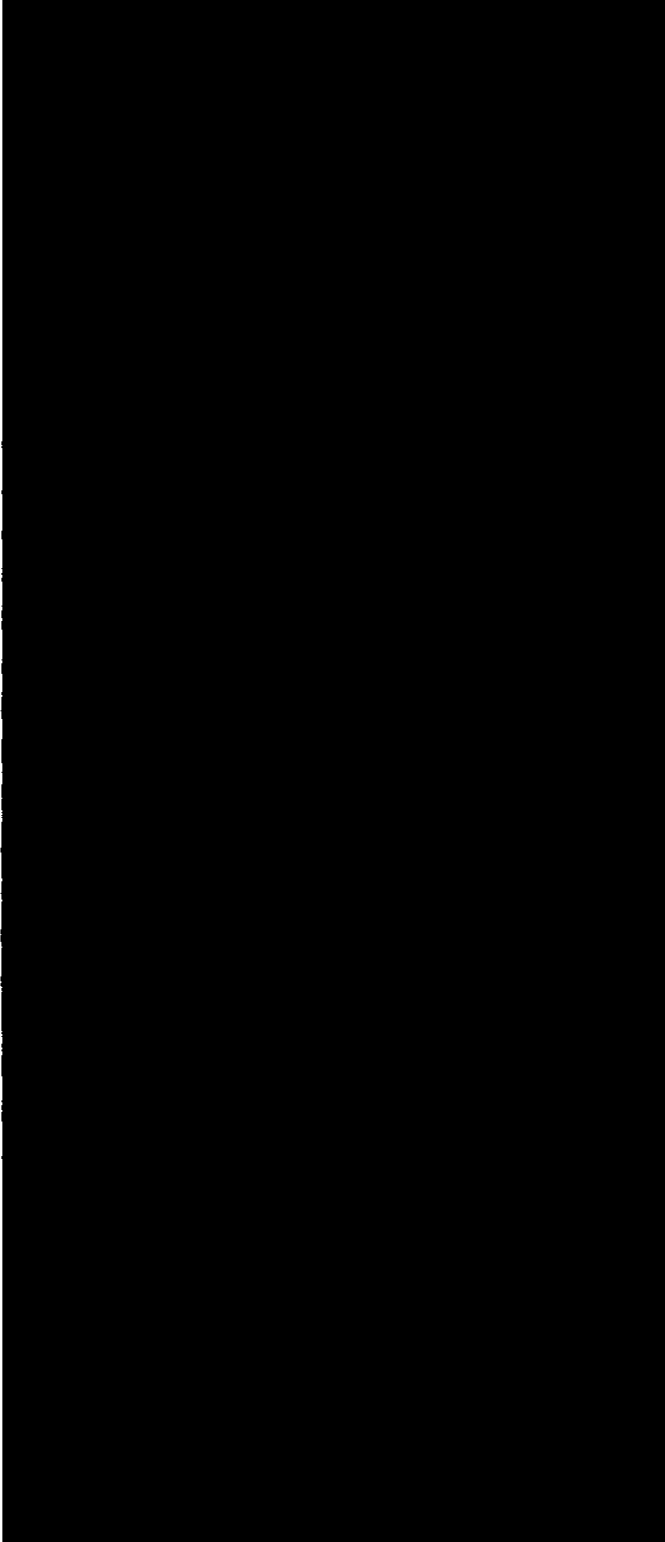


# Winfree Academy

Community Member or Parent/ Student 18 or Older	
----------------------------------------------------	--



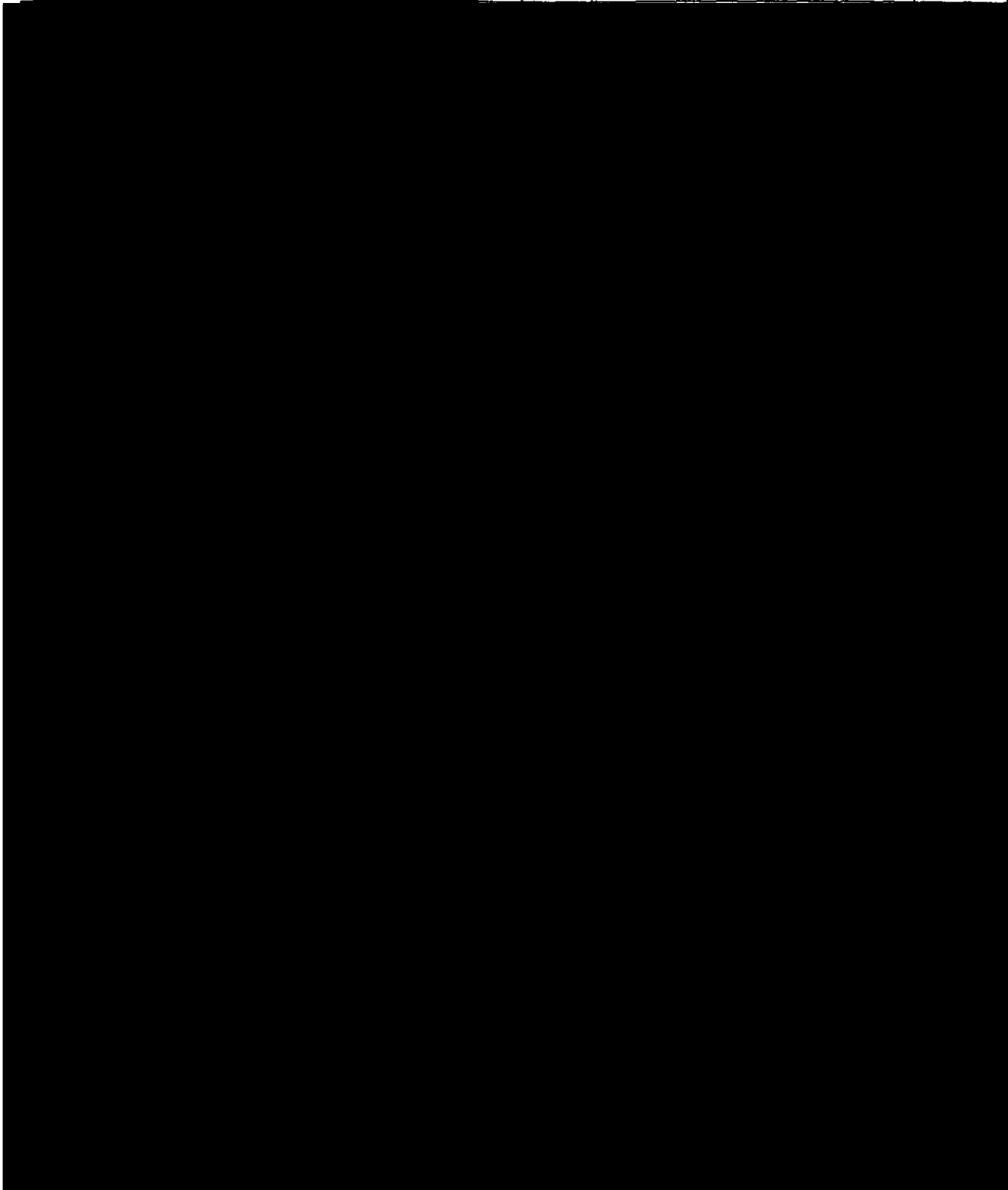
# Winfree Academy

Community Member or Parent/ Student 18 or Older	
	

# Winfree Academy

Parent/ Student 18 or Older

Student



Published in *The Black Economic Times*, Vol.  
8 No. 26, January 13 - January 19, 2000

APPLICATION

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

The Winfree Academy, Charter School, Inc. is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located at 201 Brown Drive. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or government entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved.

Name of the sponsoring entity proposing the charter school.  
Winfree Academy, Inc.

Chief Executive officer of the proposed school.

Melody Gibbs

Board members of the school operating board.

Melody Gibbs

Wayne B. Gillespie

Matilda G. Kleisgen

Richard Lucero

Jennifer R. Sullivan

Proposed location of the school

201 Brown Drive

Dallas, Texas 75237

Brief description of the school

High School for "At Risk" children

Grade levels to be served

9th - 12th

Opening date if approved.

September 1, 2000

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

- D. List five persons who are not directly involved with the school as employees or as board members, who will serve as references for the sponsoring entity. Provide phone numbers, addresses, and nature of experience with the sponsoring entity.
- E. Each applicant must publish the following statement in a newspaper of general distribution in the geographic area proposed for the school. The statement must also be mailed to the city council and commissioner's court with jurisdiction over the geographic area. Attach evidence of publication.

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

The \_\_\_\_\_ is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in \_\_\_\_\_. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publically funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved.

Name of the sponsoring entity proposing the charter school.  
 Chief Executive Officer of the proposed school.  
 Board members of the sponsoring entity.  
 Board members of the school operating board.  
 Proposed location of the school.  
 Brief description of the school.  
 Grade levels to be served.  
 Opening date if approved.

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

**III. Governance of the Sponsoring Entity (Reviewed by Agency)**

- A. Profile of the Founding Board and/or Initial Incorporators of the sponsoring entity (not applicable to governmental entities or college/universities)

1. Describe the organizing group of initial incorporators who are working together to apply for a charter, including the names of the organizers, their backgrounds and experiences, and 3 references for each.
2. Describe what role each person will play and why he/she has chosen to support the application.
3. Describe the following:
  - a. the officer positions designated;
  - b. the manner in which officers are selected and removed from office;
  - c. the manner in which members of the governing body are selected and removed from office;
  - d. the manner in which vacancies on the governing board are filled;
  - e. the term for which members of the governing body serve;
  - f. whether the terms are to be staggered.
4. Include any plans for further recruitment of founders or organizers of the school.

**B. School Management Board**

1. Biographical Affidavit for each member of the school management board if different from board of sponsoring entity listed in Section I above.
2. Describe the following:
  - a. the officer positions designated;
  - b. the manner in which officers are selected and removed from office;
  - c. the manner in which members of the governing body are selected and removed from office;
  - d. the manner in which vacancies on the governing board are filled;
  - e. the term for which members of the governing body serve;
  - f. whether the terms are to be staggered.
3. Specify the extent to which any private entity will be involved in the operation of your charter school. Identify any members of the governing board or officers of the charter school who are affiliated with that entity.

APPLICATION

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Dallas Commissioners Office  
 Jim Jackson  
 411 Elm Street  
 Dallas, TX 75202

2. Article Number (Copy from service label)

Z 260 229 151

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-178

**COMPLETE THIS SECTION ON DELIVERY**

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JAN 14 2000

C. Signature

X *Charles Wilkey*  Agent  Address

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 Mayor Joe Putnam  
 825 W. Irving Blvd.  
 Irving, Tx. 75060

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Jim Sutter 1/14/2000

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4. Restricted Delivery? (Extra Fee)  Yes

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dallas Commissioners Office  
 John Wiley Price  
 411 Elm Street  
 Dallas, TX 75202

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C. Signature

X *Charles Wilkey*  Agent  Address

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 If YES, enter delivery address below:  No

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4. Restricted Delivery? (Extra Fee)  Yes

APPLICATION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dallas Commissioners Office  
Kenneth Mayfield  
411 Elm Street  
Dallas, Tx. 75202

2. Article Number (Copy from service label)

2260 229 148

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C. Signature *[Signature]* <sup>14 2008</sup>

Agent  
 Addres

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3. Service Type
- Certified Mail  Express Mail
  - Registered  Return Receipt for Merchanc
  - Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

APPLICATION

7 260 229 146

US Postal Service  
**Receipt for Certified Mail**  
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Street & Number <b>1500 Merilla</b>	
Post Office, State, & ZIP Code <b>DALLAS, TX 75201</b>	
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

7 260 229 147

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to <b>Irving City Council</b>	
Street & Number <b>825 W. Irving Blvd</b>	
Post Office, State, & ZIP Code <b>IRVING, TX 75060</b>	
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

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US Postal Service  
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 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to <b>Dallas Commissioners Office</b>	
Street & Number <b>411 Elm Street</b>	
Post Office, State, & ZIP Code <b>DALLAS, TX 75202</b>	
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

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US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
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Sent to <b>Dallas Commissioners Office</b>	
Street & Number <b>411 Elm Street</b>	
Post Office, State, & ZIP Code <b>DALLAS, TX 75202</b>	
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

PS Form 3800, April 1995

PS Form 3800, April 1995

PS Form 3800, April 1995

PS Form 3800, April 1995

US Postal Service <b>Receipt for Certified Mail</b> No Insurance Coverage Provided. Do not use for International Mail (See reverse)	
Sent to	<b>Dallas Commissioners Office</b>
Street & Number	<b>411 Elm Street</b>
Post Office, State, & ZIP Code	<b>DALLAS, TX 75202</b>
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

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PS Form 3800, April 1995

US Postal Service <b>Receipt for Certified Mail</b> No Insurance Coverage Provided. Do not use for International Mail (See reverse)	
Sent to	<b>Dallas Commissioners Office</b>
Street & Number	<b>411 Elm Street</b>
Post Office, State, & ZIP Code	<b>DALLAS, TX 75202</b>
Postage	\$ 0.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 3.20</b>
Postmark or Date	Store: USPS Clerk: KKYVX9 01/13/00

7 260 229 149

Attachment 5

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Received by (Please Print Clearly)	B. Date of Delivery
1. Article Addressed to: Dallas Commissioners Office Kenneth Mayfield 411 Elm Street Dallas, TX 75202	C. Signature X <i>Kenneth Mayfield</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Address
2. Article Number (Copy from service label) Z260 229 148	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

PS Form 3811, July 1999

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02595-99-M-17

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Received by (Please Print Clearly)	B. Date of Delivery
1. Article Addressed to: Dallas Commissioners Office John Wiley Price 411 Elm Street Dallas, TX 75202	C. Signature X <i>John Wiley Price</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Address
2. Article Number (Copy from service label) Z260 229 150	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

PS Form 3811, July 1999

Domestic Return Receipt

02595-99-M-17

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1. Article Addressed to:

Irving City Council  
 Mayor Joe Putnam  
 825 W. Irving Blvd.  
 Irving, Tx. 75060

2. Article Number (Copy from service label)

Z 260 229 147

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A. Received by (Please Print Clearly) B. Date of Delivery

Kim Sutter 1/14/2000

C. Signature  Agent

X *Kim Sutter*  Address

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dallas Commissioners Office  
 Jim Jackson  
 411 Elm Street  
 Dallas, TX 75202

2. Article Number (Copy from service label)

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**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

*[Signature]* 14 2000

C. Signature  Agent

X *[Signature]*  Address

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

# **Winfree Academy Charter School**

## **Teacher / Staff Handbook**

201 Brown Drive—Ste. 190  
Irving, TX 75061  
(972) 313-9294

**Principal Staff**      Winfree Academy Charter School

**Board of Directors**

*Melody Gibbs*  
*Wayne Gillespie*  
*Jenny Sullivan*  
*Mittee Kleifgen*  
*Rick Lucero*

*Chief Executive Officer and Board Chair*  
*Vice-Chair of Operations*  
*Vice-Chair of Special Programs*  
*Board Secretary*  
*Board Treasurer*

**Administration**

*Dick Gibbs*

*Superintendent*  
*Director of Instruction*  
*Assistant to the Superintendent*  
*Campus Director, Winfree Dallas*  
*Campus Director, Winfree Irving*

## Winfree Academy Staff and Faculty

This Teacher Handbook provides answers to many of the questions you may have about the Winfree Academy policies and procedures. You are responsible for reading and understanding this Handbook. If anything is unclear, please discuss the matter with your site administrator or call the main office. In addition to clarifying responsibilities, we hope this Handbook also gives you an indication of the Winfree Academy's interest in the welfare of all that work here.

This Handbook is not intended to alter the employment-at-will relationship in any way. In fact, the employment-at-will nature of the relationship cannot be altered except by a specific written employment contract signed by the Chief Executive Officer of Winfree Academy. From time to time, the information included in our Handbook may change. Every effort will be made to keep you informed through suitable lines of communication.

**TO HELP ALL CHILDREN REALIZE THEIR POTENTIAL**

**AT**

**WINFREE ACADEMY**

**WE Expect our Faculty and Staff to:**

- ❖ Create challenging, supportive and individualized learning opportunities
- ❖ Ensure and support high standards of achievement for students and staff
- ❖ Use technology in the teaching and learning process
- ❖ Provide a challenging and accredited curriculum
- ❖ Identify and address the learning styles of each student
- ❖ Promote parental and community involvement
- ❖ Promote teamwork with students, teachers and staff
- ❖ Value diversity
- ❖ Value and respect each child as an individual
- ❖ Celebrate and reward success

## Enrollment

Winfree Academy admits students of any race, color, national, and ethnic origin all the rights, privileges, programs, and activities of the school. It does not discriminate on the bases of gender, race, color, national, or ethnic origin in administration of its educational policies, admissions policies, or school-administrated programs. As an open enrollment school, Winfree Academy will admit any age/grade appropriate child on a first come, first serve basis upon completion of enrollment packet. Since there is a limited number of spaces per grade level, students may be placed on a waiting list until space if available.

### What You Can Expect From Winfree Academy

The Winfree Academy's employee policies are committed to:

1. Operate an economically successful business so that a consistent level of steady work is available to those who serve our children.
2. Select people on the basis of skill, training, ability, attitude and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, sexual orientation, veteran status, disability that does not prohibit performance of essential job functions or any other basis prohibited by federal or applicable state or local law.
3. Pay all employees according to their effort and contribution to the success of our business commensurate with market conditions.
4. Review wages, employee benefits and working conditions periodically with the objective of being competitive in these areas, consistent with sound business practices.
5. Provide eligible employees with medical, disability and other competitive benefits.
6. Dedicate ourselves to "Constant and Never Ending Improvement".
7. Develop competent people who understand & meet our objectives and who accept with open minds the ideas, suggestions & constructive criticisms of fellow employees.
8. Provide employees, after talking with their site director, an opportunity to discuss any problem(s) with the senior administrators of Winfree Academy
8. Respect individual rights and treat employees with courtesy & consideration.
9. Maintain mutual respect in our working relationship.

10. Promote employees on the basis of their ability and merit as opportunities might arise.
11. Make promotions or fill vacancies from within Winfree Academy whenever possible.
12. Keep all employees informed of the progress of Winfree Academy, as well as the school's overall aims & objectives.

### **What Winfree Academy Expects From You**

Your first responsibility is to know your own duties & how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with site directors & your fellow employees and maintain a good team attitude. How you interact with fellow employees & those whom Winfree Academy serves and how you accept direction can affect the success of your group. In turn, the performance of one group can impact the entire service offered by Winfree Academy. Consequently, whatever your position, you have an important assignment; perform every task to the very best of your ability.

### **EMPLOYMENT AT WILL**

As a member of the Winfree Academy team, you will be expected to contribute your talents & energies to improve the environment and quality of the school. In return, you will be given opportunities to grow and advance in your career.

Continued employment, compensation, advancement and benefits are based on good performance and a good team attitude; however, all employment with Winfree Academy is "at will". It is very directly dependent on student enrollment. Each employee should carefully review the signed contract.

"Employment at will" may be terminated with or without cause and with or without notice at any time by the employee or the school. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will. No manager, supervisor or employee of the school has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Chief Executive Officer and/or Board of Directors of Winfree Academy has the authority to make any such agreement and then only in writing.

## Employment Work Schedule

Each employee is expected to report for work in accordance with signed contract and the published school calendar. School administrators, i.e., superintendent and campus directors have the direct responsibility for ensuring each employee knows his/her work schedule to include school holidays, and all periods when school may not be in session. All employees are expected to be at work by the scheduled start time.

### **School Calendar**

Winfree Academy operates on multiple tracks throughout the year in order to accommodate the unique student population we serve. A calendar is included with this handbook. This calendar is important in that it clearly indicates staff training days, holidays, key instructional/testing dates and other important information.

The normal workweek consists of five (5) days, eight (8) hours long, Monday through Friday unless restated at the individual school site. Your campus director will give your schedule of daily work hours to you. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your campus director or the school superintendent.

### **Absence or Lateness**

From time to time, it may be necessary for you to be absent from work. Winfree Academy administrative staff is aware that emergencies, illnesses, or pressing personal business may arise that cannot be scheduled outside your work hours. Sick days and personal days have been provided for this purpose.

If you are unable to report to work, or if you will arrive late, please contact your campus director immediately and no later than 7:00 am on the day of expected absence. If you know in advance that you will need to be absent, you are required to request this time off directly from your campus director. He or she will determine when will be the most suitable time for you to be absent from your work.

For late arrivals, please indicate when you expect to arrive for work. Notifying a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your manager is not available when you call, you may leave the information with another manager.

Absence from work for three (3) consecutive days without notifying your manager will be considered a voluntary resignation.

**Excessive Absenteeism or Lateness**

In general, five (5) absences in a 90-day period, or a pattern of absence, will be considered excessive. Tardiness or leaving early without prior approval is not acceptable. Three (3) such incidents of tardiness in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of tardiness, may be considered.

Be aware that excessive absenteeism, tardiness or leaving early may lead to disciplinary action, including possible dismissal.

**Record of Absence or Lateness**

If you are absent because of illness for three (3) or more successive days, your site director may request that you submit written documentation from your doctor. In addition, if your absences become excessive, your campus director and/or superintendent may require you to provide a doctor's excuse for any absence because of illness. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your site director must make a note of any absence or tardiness, and the reason, in your personnel file.

**Absence - Sick Leave /** Each employee may be compensated for up to five days of absence for illness. It is the responsibility of the employee to notify his/her supervisor of an absence as early as possible, but in no case later than 7:00 AM of the day of absence.

Sick leave may be used for the purpose of visiting doctors, dentists or other practitioners in their offices. This time may also be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home.

Winfree Academy may request "proof-of-illness". In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply, but will defer to state statutes.

Sick days cannot accumulate from year to year. Currently there are no provisions for compensation for unused sick leave.

**Absence - Funeral (Bereavement) Leave**

You are entitled to take up to two (2) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family (a parent,

spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister.) One (1) day of paid funeral leave will be granted in the case of the death of a grandparent, your spouse's grandparent or sibling, or any member of your extended family living in your home. Only regular full-time employees are eligible for paid funeral leave.

With your campus director's approval, you may take up to one full day each calendar year without pay to attend funerals of other relatives and friends.

An excused absence for funeral leave may not be retroactive, postponed or split.

#### **Absence - Jury Duty**

We will pay you the difference between the amount earned while serving on jury duty and the amount of your rate for eight-hours of wages per day for your first five days of service or any other basis determined under applicable state law.

Upon receiving a notice for jury duty, you must provide us with a copy of the notice within 48 hours of receipt

You must report for work if you are released from jury duty before the end of our workday or if you are temporarily released from jury duty.

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Winfree Academy, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence.

Time off for any reason during a working day will count first against your allotted sick days or personal days, as appropriate, in hourly, quarter day, half day or full day increments. Once you have used all of your earned sick or personal days, the time will be counted as leave without pay.

## **Holidays & Staff Development**

Only full-time employees (12 month employees) are eligible for holiday pay.

Refer to your school calendar for authorized holidays and scheduled staff development days.

#### **Holiday Policies - Special Needs**

You may be able to take time off to observe your religious holidays. If available, a full day of unused (sick/personal) leave may be used for this purpose, otherwise the time off is without pay. You must notify your manager at least ten business days in advance.

## UNACCEPTABLE ACTIVITIES

Generally speaking, we expect each person to act in a mature, professional and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are note below. Avoid these activities. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please discuss any questions with your site administrator or the Academy's superintendent.

Occurrences of any of the following violations, because of their seriousness, will ordinarily result in immediate termination of employment:

- ❖ Willful violation of Academy rules; especially those which effect health, safety of children and efforts of the Academy to operate efficiently and effectively.
- ❖ Negligence or any careless action, which endangers the life or safety of another person, or endangers, damages or destroys property of Winfree Academy.
- ❖ Being intoxicated or under the influence of controlled substance drugs while at work or representing Winfree Academy; and use, possession or sale of a controlled substance.
- ❖ Possession of firearms, weapons or explosives on Academy property, while on duty or while representing the Academy.
- ❖ Engaging in criminal conduct, acts of violence, or making threats of violence toward anyone on Academy premises or when representing the Academy; fighting, horseplay or provoking a fight on Academy property or while representing the Academy, or negligent damage of property.
- ❖ Insubordination or refusing to follow instructions properly issued by your campus administrator or superintendent pertaining to your work, i.e., refusal to help out on a special assignment.
- ❖ Threatening, intimidating or coercing fellow employees on or off the premises - at any time, for any reason.
- ❖ Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Academy property, or the property of fellow employees, customers, suppliers or visitors in any manner.
- ❖ Theft of Academy property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from management; unauthorized use of Academy equipment or property for personal reasons; using Academy equipment for your personal profit.
- ❖ Dishonesty, falsification or misrepresentation on your application for employment or other work records; falsifying reason for leave of absence or other data requested by Winfree Academy and/or; alteration of Academy records or documents.
- ❖ Giving confidential or proprietary the Academy information to competitors or other organizations or breach of confidentiality of personnel information, especially student information.
- ❖ Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- ❖ Immoral conduct or indecency on Academy property or while representing the school either in or to the public at large.

- ❖ Violating the policy prohibiting unlawful harassment or sexual harassment. Each employee should review the Policies and Procedures manual.

### **Medical Benefits**

All full time employees of Winfree Academy will receive a comprehensive medical insurance package. The insurance for the employee will be paid in full by Winfree Academy.

**Dick Gibbs**

## **RESUME IN BRIEF**

### **Education/Certification**

#### **1995-1999: Recent Noteworthy Educational Achievements**

Authored and copyrighted textbook for MS Desktop Publishing program  
Authored CD-ROM production for SHED Department, Texas A&M, Commerce  
Co-taught a graduate course on CD-ROM production

#### **1981-1995**

Completion of eighty-eight semester hours beyond the first master's degree in administration, counseling, curriculum, and educational technology

#### **1978**

Mid-management and superintendent certificates from University of Houston

#### **1976**

Master of Education at Sul Ross University, Alpine, Texas  
Major in school administration, minor in counseling

#### **1975**

Bachelor of Science at Sul Ross University, Alpine, Texas  
Major in English, minor in music  
Teaching certification in English and music

#### **1962-1974**

Additional work was completed at Amarillo College, Bob Jones University, and Hardin-Simmons University, and in the United States Air Force Community College

### **Educational Work Experience**

#### **1997-Present**

##### **Winfree Academy, Irving, Texas**

Opened private school for at-risk students (Winfree Academy)  
Attached private school campus to an existing charter school  
Increased school enrollment in 1998 from 22 to 200  
Increased school enrollment in 1999 from 200 to 600

## **Educational Work Experience (Cont'd.)**

**1996**

**Renaissance Charter School, Irving, Texas**

Interim Superintendent: Structured and successfully opened first charter school in Texas

**1994-96**

**Texas A&M at Commerce, Commerce, Texas**

Teaching Assistant in Educational Computing, Secondary and Higher Ed Dept.

Authored and copyrighted textbook for MS Desktop Publishing

Taught CD-ROM production class

Produced a promotional CD-ROM for the SHED department

Supervised student teachers from Texas A&M at Commerce in Garland, Mesquite, and Dallas districts

**1991-1994**

**Boles Independent School District**

Curriculum Director/Counselor/Part-time Principal—1992-1994

Designed and implemented Superlab, an Integrated Learning System—1993

Designer/Director of SOAR, a behavior modification program—1991-1992

**1984-1991**

**Quinlan Independent School District, Quinlan, Texas**

Curriculum Director—1985-1991

Elementary Principal—1984-85

**1981-1984**

**Estelline Independent School District, Estelline, Texas**

Superintendent

**1975-1981**

**Teacher for three years, principal for three years in Edna ISD and Allison ISD**

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School, Inc.

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: William Dixon Gibbs, III
2. Have you ever had your name changed? No      If yes, give reason for the change:  
2b. Maiden Name None      2c. Other Names used at any time None
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Iraan, Texas
5. Business Address: 201 Brown Dr.—Ste. 190  
Business Telephone: (972) 313-9294
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1997-2000	4001 Burkett Dr.	Benbrook, TX	76116
1996-1997	1504 Landmark	Irving, TX	75060
1992-1996	2303 Bois D' Arc	Commerce, TX	75429
1984-1992	Rt. 3, Box 499, A-2	Quinlan, TX	75474
7. Education: Dates, Names, Locations and Degrees

1981-1997	Texas A&M Commerce	88 semester hours toward doctorate
1978	University of Houston	Mid-management and Superintendent's certificate
1976	Sul Ross State Univ., Alpine, TX	Master of Education in admin, counseling, and educational technology
1975	Sul Ross State Univ., Alpine, TX	Bachelor of Science, English and music
1962-1974	Additional work completed earlier at Amarillo College, Bob Jones University, and Hardin-Simmons University	
8. List Membership in Professional Societies and Associations:  
Association of Texas Professional Educators  
Alpha Chi National Honor Society
9. Present or Proposed Position with the Proposed Charter School:  
Superintendent

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

Dates	Employer	Address	Title
1997-Present	Winfree Academy	201 Brown Dr., Irving, TX	Director of Operations
1996-1997	Renaissance Charter School	4250 N. Beltline Rd., Irving, TX	Superintendent
1994-1996	Texas A&M Commerce	Commerce, TX	Student Teacher Liaison
1991-1994	Boles ISD	Quinlan, TX	Curriculum Director
1984-1991	Quinlan ISD	Quinlan, TX	Curriculum Director
1981-1984	Estelline ISD	Estelline, TX	Superintendent
1975-1981	Edna ISD	Edna, TX	Teacher, then Principal

**11. Present employer may be contacted:** Yes  
**Former employers may be contacted:** Yes

**12a. Have you ever been in a position which required a fidelity bond?** No  
**If any claims were made on the bond, give details:** None

**12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked?** No

**13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination)** State of Texas, Teaching Certificate in English and music, issued in 1975. Also Mid-management and superintendent certification issued by the State of Texas in 1978.

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

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

**16. Have you ever been adjudged bankrupt?** No

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

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

APPLICATION

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No  
If Yes, give details

Dated and signed this 18 day of January, 192000 at \_\_\_\_\_

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

State of Texas  
County of Dallas

William D. Gibbs  
(Signature of Affiant)

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

Subscribed and sworn to before me this 18<sup>th</sup> day of January, 192000.



Stephanie De Los Reyes  
(Notary Public)  
My commission expires 7/19/00

*Winfree Academy*  
**Job Description: Superintendent**

APPLICATION

The Superintendent will have primary responsibility for day-to-day school operations, overseeing all employees, students, schedules, buildings, processes, procedures, reports, and records at Winfree Academy. The Superintendent is also the Financial Manager of the school and the Purchasing Agent for all school acquisitions. In addition, the Superintendent will...

1. Monitor and evaluate the instructional program by observing classroom instruction, conferencing with staff individually and collectively, and analyzing assessment data to determine student performance levels.
2. Provide instructional resources and materials to support the school's instructional goals.
3. Provide for instructional staff development.
4. Conduct research to find ways to facilitate school improvement.
5. Establish and maintain a positive work environment conducive to positive staff morale.
6. Promote a positive and stable environment for teaching and learning.
7. Resolve conflicts which arise among staff, students, or parents.
8. Provide leadership in working with the school's Site Based Decision Making Committee.
9. In collaboration with the SBDM Committee, work to improve student attendance, academic performance, and behavior/attitudes.
10. Provide leadership in the selection of new staff members.
11. Define expectations for the staff by communicating and guiding in the implementation of effective procedural routines.
12. Provide for the appraisal of personnel and use staff evaluations as a spring board for improving individual and overall school effectiveness.
13. Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
14. Complete management and other reports to appropriate entities in a timely manner.
15. Develop and monitor an annual budget for the school.
16. Manage the use, maintenance, and cleanliness of the physical school plant.
17. Implement a student discipline plan that encourages positive and productive student behavior.
18. Provide for communication with parents and the community to keep all concerned constituents informed as to school events and conditions.
19. Participate in activities which promote professional growth.
20. Report directly to the Chief Executive Officer and the Board of Directors for Winfree Academy Charter School.

## Job Description: Director of Instruction

The Director of Instruction's primary role is to provide a quality curriculum and oversee its implementation. This will include TEKS alignment, TAAS support, staff development and continued research and development.

1. The Director of Instruction will develop high school level coursework and testing for all requirements necessary for an accredited high school diploma.
2. The curriculum will be aligned with TEKS.
3. Strategies will be developed and implemented to support student success on TAAS and end of course test requirements.
4. The director of Instruction will coordinate staff development related to the curriculum and learning needs of the Academy's students. The Director of Instruction will follow-up staff development with implementation supervision.
5. The Director of Instruction will research and structure conference opportunities, build and maintain research and reference materials to faculty and staff, and continually refine the Academy's programs. The Director of Instruction will attend appropriate conferences and training sessions and be responsible for relaying, reporting and/or implementing gained information.
6. The Director of Instruction will insure that courses and graduation requirements align with current and any future requirements of the Texas Education Agency.
7. The Director of Instruction will report directly to the Superintendent.

***Winfree Academy***  
**Job Description: Assistant to Superintendent**

1. Oversee the PEIMS reporting system and ensure that all PEIMS reports and data are compiled and presented on a timely basis.
2. Assist the Superintendent in the completion of all reports required by the Texas Education Agency.
3. Provide expertise and leadership in the implementation and monitoring of federally-funded programs, special-needs programs, pregnancy-related services, and vocational programs.
4. Coordinate with the school's financial accountants to ascertain that budget reports, financial accounting, payroll, and debt satisfaction are fully and accurately accommodated.
5. Create and maintain effective procedures to keep students in regular attendance, coordinating among campus directors, staff, students, parents, and appropriate agencies to correct chronic cases of absenteeism.
6. Work with the Superintendent to structure and conduct purchasing procedures to maintain supply and equipment levels sufficient to conduct an efficient school operation.
7. Coordinate computer labs to ensure that equipment is operating and in good repair, and that software and hardware provisions are being met.
8. Monitor and maintain the calendar for student progress reports and report cards, and coordinate the timely submission of transcripts to withdrawing students.
9. Explore and make recommendations to the Superintendent and the Board of Directors relative to special services which would enhance the function of students and the efficiency of the school. For example, consider and report on the feasibility of a collaborative effort with universities and/or other organizations to provide counseling and/or mentoring for students.
10. Report directly to the Superintendent, and assist him as he requests.

*Winfree Academy*  
**Job Description**  
**Campus Director**

1. Report directly to the Winfree Academy Principal, completing all assigned tasks under his supervision.
2. Supervise, direct, and manage students, personnel, systems, and programs at the campus site.
3. Oversee the academic program to ensure that the curriculum management system is followed by teachers and students.
4. Administer the discipline management system to establish an environment conducive to self-directed learning.
5. Attend all ARD meetings conducted at the campus site and communicate results to teachers and instructors who will need to modify or make adjustments for individual students.
6. Counsel individually or in groups with students to organize, advise, train, inform, encourage, direct, and/or listen and take input.
7. Meet regularly on a weekly basis with all campus staff to provide two-way communication between campus personnel and campus leadership.
8. Communicate regularly with parents in writing, by telephone, by E-mail, and/or in person concerning discipline matters, academic situations, and other issues of interest to the parents and/or the school.
9. Conduct student affairs by overseeing picture-taking, student I.D. accommodation, special events (e.g., parties, prom, graduation, etc.), and other sanctioned activities of interest or benefit to the students.
10. Provide guest speakers to bring the world to the students.
11. Make sure that all students are supervised at all times: before and after school, on student breaks, and in all areas inside the building(s).
12. Maintain an office environment which reflects professionalism and good organization.
13. Provide requested reports, maintain student records, and offer cordial reception for incoming calls and guests through the function of an orderly office.
14. Monitor student attendance and attendance-recording, and have calls made each day for each absent student.
15. Supervise the night-school administrator and provide for his/her programmatic needs.
16. Oversee the vocational program to see that employer visitations, student monitoring/records, and program coordination are conducted properly.
17. Participate in professional growth activities, and be prepared to share acquired knowledge and skills with the instructional staff.

*Winfree Academy*  
**Job Description**  
**Academic Specialist (Teacher)**

1. Offer complete content knowledge in all core high school courses (math, science, language, social studies) and provide tutoring for all students in these and other courses offered by Winfree Academy.
2. Ensure that each student completes all assignments for course credits and monitor instructional assistants and academic coaches to ascertain that high standards and effective practices are maintained.
3. Collaborate with special ed staff in the development of individual education plans for special education students, and ensure that modifications are known and followed by all instructional staff.
4. Attend all ARD meetings for the campus site.
5. Participate in professional growth activities and training and be prepared to share acquired knowledge and skills with instructional staff.
6. Assist instructional staff in maintaining and correctly reporting student progress on formw provided.
7. Make suggestions and report unsatisfactory conditions to the campus facilitator.
8. Keep tutorial sessions short and to the point to provide maximum availability of services to all students.
9. Review academic programs and practices on a continual basis and recommend improvements to the Winfree Academy Director of Instruction.
10. Oversee grading of student work, and personally grade projects, portfolios, and research documents submitted by students.

***Winfree Academy***  
**Job Description**  
**Educational Technology Specialist (Teacher)**

12. Offer complete content knowledge in all core high school courses (math, science, language, social studies) and provide tutoring for all students in these and other courses offered by Winfree Academy.
13. Ensure that each student completes all assignments for course credits and monitor instructional assistants and academic coaches to ascertain that high standards and effective practices are maintained.
14. Collaborate with special ed staff in the development of individual education plans for special education students, and ensure that modifications are known and followed by all instructional staff.
15. Attend all ARD meetings for the campus site.
16. Participate in professional growth activities and training and be prepared to share acquired knowledge and skills with instructional staff.
17. Assist instructional staff in maintaining and correctly reporting student progress on forms provided.
18. Make suggestions and report unsatisfactory conditions to the campus facilitator.
19. Keep tutorial sessions short and to the point to provide maximum availability of services to all students.
20. Review academic programs and practices on a continual basis and recommend improvements to the Winfree Academy Director of Instruction.
21. Oversee grading of student work, and personally grade projects, portfolios, and research documents submitted by students.
22. Keep computers and ancillary equipment in good operating order and assist students and instructional staff with technical questions on computer operation.
23. Supervise the instructional assistants in the computer lab(s) and provide academic and technical guidance for them.
24. Report directly to the Campus Director.

**Winfree Academy**  
**Job Description**  
**Instructional Assistant**

1. Provide tutoring expertise and complete academic knowledge in at least two of the four core content areas in the high school curriculum.
2. Tutor all students requiring or requesting it in any of the courses offered by Winfree Academy. Tutoring sessions should be brief and to the point.
3. If academic questions or issues exist beyond the expertise of the instructional assistant to handle, students should be referred to a teacher.
4. Supervise a group of up to twenty students to provide discipline management, mentorship, and personal encouragement to this group of students.
5. Immediately grade all key-checked work completed and submitted by students. Assist students in overcoming any weaknesses suggested by student performance in the work. Students can be given explanations, additional activities, and alternative media to help them master the desired concepts/skills.
6. Assist academic coaches in understanding and practicing effective teaching methodology and pupil-management procedures.
7. Collaborate with other instructional assistants to complement their services with your skills.
8. Counsel intermittently and briefly with students, as needed, to help them over "humps" in their learning pathways.
9. Provide reports, documents, and completed forms, as required or requested to assist teachers and administrators in the tracking of student progress and performance.
10. Maintain group behavior which is conducive to self-directed learning. The group should be quiet, immobile, and focused on coursework. Students should be allowed "off-task" or out-of-seat only for good and bonafide purposes.
11. Assist in the supervision of students outside your group by correcting unacceptable behavior whenever and wherever it is observed.
12. Refer chronic or serious discipline problems to the Campus Director, according to prescriptions in the discipline management plan.
13. Record attendance of students in the assigned group on forms provided. Attendance should be taken at 10:00am for the morning class, 2:30pm for the afternoon class, and 7:00pm for the night class. Attendance will be picked up by the Campus Director's Office shortly after these times.

*Winfrey Academy*  
**Job Description**  
**Academic Coach**

1. Supervise a group of up to twenty students to provide discipline management, mentorship, and personal encouragement to this group of students.
2. Immediately grade all key-checked work completed and submitted by students. Assist students in overcoming any weaknesses suggested by student performance in the work. Students can be given explanations, additional activities, and alternative media to help them master the concepts/skills.
3. Assist other academic coaches, as needed, filling with them and for them whenever they are pulled away from their stations.
4. Tutor students in their completion of assigned work and development of concepts and skills. Tutoring should be brief and to-the-point to ensure maximum service availability to all students in the group.
5. Counsel briefly with students, as needed, to help them over “humps” in their learning pathways.
6. Provide reports, documents, and completed forms, as required or requested to assist teachers and administrators in the tracking of student progress and performance.
7. Maintain group behavior which is conducive to self-directed learning. The group should be quiet, immobile, and focused on coursework. Students should be allowed “off-task” or out-of-seat only for good and bonafide purposes.
8. Assist in the supervision of students outside your group by correcting unacceptable behavior whenever and wherever it is observed.
9. Academic questions/issues beyond the expertise of the academic coach should be referred to an instructional assistant with expertise corresponding to the question, or to a teacher.
10. Refer chronic or serious discipline problems to the Campus Director, according to prescriptions in the discipline management plan.
11. Record attendance of students in the assigned group on forms provided. Attendance should be taken at 10:00am for the morning class, 2:30pm for the afternoon class, and 7:00pm for the night class. Attendance will be picked up by the Campus Director’s Office shortly after these times.

*Winfrey Academy*  
**Job Description**  
**Vocational Teacher**

The Vocational Teacher will perform the following tasks:

1. Provide orientation for all new students on the features of the Diversified Career Preparation program.
2. Provide all necessary documentation for students enrolling in DCP.
3. Establish liaison between employers and the school.
4. Ensure that all required forms have been completed and signed by employers, parents, and students, and processed or filed as appropriate.
5. Provide resources to help students locate employment, up to but NOT including finding jobs for students. Emphasize individual initiative and responsibility which students must exhibit to perform the difficult task of finding jobs for themselves.
6. Visit each work site for each student six times per school year. Use the official form to provide documentation to verify these visits. Keep these forms in students' files.
7. Confer with each student individually following each job-site visit and counsel/praise each student to promote the greatest efforts from each student.
8. Use the official form to keep a record of each conference with each student and keep these forms in students' files.
9. Track the hours which students work by having them complete and turn in an official form with employer signatures and hours worked. Collect these forms weekly and file them in students' files. Ensure that these forms are distributed to vocational students at the beginning of each week.
10. Provide support for the academic part of the DCP program by being familiar with the coursework requirements in the program and by querying individual students about their progress in the academic course.
11. Confer regularly with staff members and administrators on individual student progress in the academic program and in the field.
12. Stay abreast of current requirements in the vocational program and communicate with students concerning these requirements. Be aware of changes in state requirements as they develop and share these with students, staff, and administration.
13. Engage in activities which promote professional growth within the vocational instructional area, and document these activities.

*Winfree Academy*  
Student Advisor Job Description

The Student Advisor's primary role is to provide personal referral services and information on post-secondary career, college, and training opportunities to individual students. The Student Advisor will serve both the Irving and the Dallas campuses, according to a schedule set by the Principal. The following list provides specific job expectations:

1. The Student Advisor will compile, update, and maintain two 3-ring binders (known as the Referral Notebook), containing essential referral information specified in a separate list created by the Principal.
2. The Student Advisor will use the information in the Referral Notebook to provide student access to community agencies and resources to address a wide array of student problems and difficulties.
3. The Student Advisor will work with Winfree vocational personnel in advising students as to post-graduation job opportunities.
4. The Student Advisor will provide job outlook information, citing projected job opportunities in areas of student interest.
5. The Student Advisor will provide student testing information and schedules, including SAT, ACT, TASP, ASVAB, and others as the need arises. Testing information and schedules will also be posted so they are visible and accessible to students.
6. The Student Advisor will provide services to students who are referred by an instructional staff member or the school administration. Students will not be selected and pulled from class apart from a "Student Advisor Referral" or as prompted by the school administration (e.g., notifying specific students of an opportunity to take a test, such as the ASVAB). When a student is in class and the Student Advisor has specific information for the student or a referral to visit with the student, the Student Advisor will provide a request to the Team Leader to access or pull the student from class.
7. All referrals will be delivered as information only, not as recommendations.
8. Personal counseling will be limited to referral to services which address specific areas of student need or interest.
9. The Student Advisor will keep track of students' graduation schedules and progress and inform students periodically of testing needs and post-graduation opportunities. For example, students with 15 or more credits will need to be especially aware of SAT/ACT schedules and registration procedures. Another example would be to provide TASP test requirements and schedules.
10. The Student Advisor will keep and make available to requesting students a complete library of post-secondary educational opportunities (catalogs, bulletins, financial aid information, and applications for colleges, technical schools, junior colleges, etc.).
11. Make telephone calls and provide home visits for students who have a chronic problem with absenteeism.

Job Description: Administrative Assistant/Director of Admissions

This position requires two chief responsibilities. As Administrative Assistant, the general area of responsibility is office management. As Director of Admissions, the general area of responsibility is to implement enrollment procedures.

1. The Administrative Assistant will answer and direct phone calls to the appropriate personnel.
2. The Administrative Assistant will organize, train and supervise office personnel at both campus site. This will include quality assurance procedures.
3. The Administrative Assistant will set appointments and provide office support for the Principal and Director of Instruction.
4. The Administrative Assistant will plan and organize Graduation services.
5. The Director of Admissions will admit each student, oversee the completion of all enrollment forms, requests for initial required documentation and maintain a mailing list of current students and prospective students.
6. The Director of Admissions will analyze incoming student transcripts and transfer credits for each student's course completion record and maintain the course completion record as students complete each course.
7. The Director of Admissions will analyze each student's requirements for TAAS and end of course tests and maintain on-going record of students needing each state required test.
8. The Director of Admissions will provide records to the Principal for ordering each state-required test.

### Job Description: Registrar

The Registrar's primary responsibilities are to publish student transcripts, enter PEIMS data, maintain personnel information, and coordinate student activities.

1. The Registrar will transfer student data from the cumulative folder and course completion documents to compile student transcripts.
2. The Registrar will accumulate and report all necessary data for PEIMS.
3. The Registrar's office will house incoming requests for employment and prospective employees' resumes, and compile files with all the required information for the corporate office with regard to current employees.
4. The Registrar will schedule and coordinate student activities such as Prom, awards ceremonies, and other planned events.

**Job Description: Student Records Clerk**

The primary responsibility of the Student Records Clerk is to maintain accurate cumulative folders and special education folders.

1. The Student Records Clerk will request and receive required documentation for both cumulative and special education folders.
2. The Student Records Clerk will promptly file incoming documents in the appropriate files.
3. The Student Records Clerk will receive daily attendance, notify parents of absences and track compulsory attendance compliance for each student. The Student Records Clerk will record excused absences and compile documentation for excessive absence hearings. Collected attendance will be reported to the Registrar's office.
4. The Student Records Clerk is the printing and publications personnel and will handle photocopying and faxing.
5. The Student Records Clerk will maintain and report free and reduced lunch data.
6. The Student Records Clerk prepares all student withdrawal forms.
7. The Student Records Clerk prepares all notification and schedules for ARD meetings.
8. The Student Records Clerk schedules appointments and provides administrative support for the Campus Director.

*Winfree Academy*  
**Job Description**  
**Security/Maintenance**

The person in charge of campus security and building maintenance will perform the following tasks:

1. Safeguard Winfree/Honors Academy property.
2. Provide protection for Winfree staff and students.
3. Provide courier service for winfree administration, protecting valuables and other property while these are being transported.
4. Supervise students during their break time and before and after school to ensure their safety and proper conduct as defined in the Student Handbook.
5. Patrol buildings during class-time to provide support for teachers and staff.
6. Work on a flexible or rotating schedule to provide services to all shifts.
7. Provide building maintenance services for minor repairs and building upkeep, as needed.
8. Serve as first-aid specialist for students and staff.

*Winfree Academy*  
**Job Description**  
**Janitor**

The janitor will perform the following tasks:

1. Clean Winfree facilities on a regular schedule, by vacuuming, sweeping, and/or mopping all floors, and cleaning furniture, windows, and doors in all restrooms, classrooms, and offices.
2. Empty all trash cans.
3. Ensure that restrooms are stocked with paper towels and toilet paper.
4. Report any disrepair(s) to the Campus Director.
5. Provide suggestions for improving sanitation and cleanliness for the campus.
6. Requisition supplies as needed for cleaning, and keep a full complement of cleaning aids on-hand.

*Winfree Academy*  
**Job Description**  
**School Nurse**

The school nurse will perform the following tasks:

1. Document the immunization status of all students.
2. Verify student immunization records.
3. Administer medical care, as needed.
4. Order needed medical supplies.
5. Arrange for certified examiner to perform visual and auditory testing on students as required by TEA.
6. Follow all TEA guidelines for school nurses.
7. Supply students and/or responsible parties with the location of the Department of Health and/or other agencies as needed where immunizations can be received.

## APPLICATION

*Winfree Academy High School*  
**Campus Director Appraisal Instrument**

**PROGRAM EXPECTATIONS**

The Campus Director:

- |                                                                                                                                                  |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| is in the appropriate physical location at all times                                                                                             | 1 2 3 4 |
| a) assists campus staff in a beneficial, appropriate, and timely manner                                                                          | 1 2 3 4 |
| b) initiates individual adjustments in faculty and staff schedules as needed and in an appropriate managerial manner                             | 1 2 3 4 |
| c) schedule tests, distribute learning materials, and provide forms for procedural management                                                    | 1 2 3 4 |
| d) assess, train, and provide feedback for campus personnel to ensure that district and campus policies, procedures, and guidelines are followed | 1 2 3 4 |

**PROGRAM MANAGEMENT**

The Campus Director:

- |                                                                                                                                                                                    |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| a) oversees the academic program to ensure that the curriculum management system is followed by teachers and students                                                              | 1 2 3 4 |
| b) administers the discipline management system and establishes on the campus an environment conducive to self-directed learning                                                   | 1 2 3 4 |
| c) attends all ARD meetings and communicates results to teachers and instructors who may need to perform or be aware of modifications and adjustments made for individual students | 1 2 3 4 |
| d) works with students individually or in groups to organize, train, inform, encourage, direct, and/or listen                                                                      | 1 2 3 4 |
| e) meets regularly with campus staff to provide two-way communication                                                                                                              | 1 2 3 4 |
| f) oversees student supervision to ensure that students are supervised at all times                                                                                                | 1 2 3 4 |
| g) supervises report creation and student record maintenance                                                                                                                       | 1 2 3 4 |

**PROFESSIONAL ENVIRONMENT**

The Campus Director:

- |                                                                                |         |
|--------------------------------------------------------------------------------|---------|
| a) maintains a professional physical appearance                                | 1 2 3 4 |
| b) maintains positive relationships with all faculty, staff, and parents       | 1 2 3 4 |
| c) reports to duty on a timely basis and provides sufficient notice of absence | 1 2 3 4 |
| d) uses time wisely and efficiently                                            | 1 2 3 4 |
| e) follows all administrative requests, guidelines and procedures              | 1 2 3 4 |

Total from each objective:

Total:

NOTE: The appraiser will provide a specific example for each score above or below "3".

**Page 2**

Campus Director: \_\_\_\_\_

**Program Expectations Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Program Management Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Professional Environment Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Score Interpretation:**

Excellent:	60-68
Satisfactory:	51-59
Improvements Needed:	40-50
Unsatisfactory:	17-39

APPLICATION

*Winfree Academy Charter School*  
**Staff Positions and Salary Schedules**

<u>Number Needed</u>	<u>Position</u>	<u>Starting Salary</u>
1	Superintendent	65,000
1	Assistant to the Sup't./PEIMS Dir.	48,000
1	Director of Instruction	65,000
1	Campus Director, Dallas	53,000
1	Campus Director, Irving	40,000
4	Academic Specialist (Teacher)	30,000
2	Technology Specialist (Teacher)	30,000
6	Instructional Assistants	27,000
6	Academic Coaches	18,000
2	Office Manager	24,000 to 25,000
4	Para Professional Office Personnel	20,000 to 24,000
2	Janitor (Part-time)	6,000
1	Nurse/Pregnancy Related Services	32,000
1	Student Advisor	32,000
2	Vocational Teacher/Advisor	30,000
2	Security Guard/Maintenance	25,000
1	Special Education Tchr/Diag	40,000
2	Night Acad Spec/Administrator	18,000
2	Night Technology Spec/Teacher	16,000
4	Night Instructional Assistant	14,000
6	Night Academic Coach	10,000

**Winfrey Academy High School**  
**Instructional Assistant Appraisal Instrument**

APPLICATION

**PROGRAM EXPECTATIONS**

The Instructional Assistant:

- |                                                                                                                                                      |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| a) is in the appropriate physical location at all times, leaving the class only for essential academic purposes                                      | 1 2 3 4 |
| b) assists Academic Coaches by providing answers to academic questions and issues for them and their students                                        | 1 2 3 4 |
| c) implements, follows, and provides enforcement of all campus procedures (e.g., discipline, attendance, etc.)                                       | 1 2 3 4 |
| d) conducts testing, distributes learning materials, and prepares/distributes/collects student or other reports (e.g., progress report), as required | 1 2 3 4 |
| e) responds quickly and well to administrative directives or procedural corrections                                                                  | 1 2 3 4 |

**PROGRAM MANAGEMENT**

The Instructional Assistant:

- |                                                                                                                                                                                                                            |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| a) provides brief, pointed, and effective tutoring for students                                                                                                                                                            | 1 2 3 4 |
| b) effectively satisfies student academic questions or needs, and refers these to the Academic Specialist, as appropriate                                                                                                  | 1 2 3 4 |
| c) supervises a class of students, providing discipline management, mentorship, and personal encouragement to these students                                                                                               | 1 2 3 4 |
| d) immediately grades all key-checked student work which his/her class completes                                                                                                                                           | 1 2 3 4 |
| e) maintains a class environment which is conducive to self-directed learning, referring any chronic or serious behavioral problems to the Campus Director, and supports the establishment of that environment campus-wide | 1 2 3 4 |
| f) collaborates with other instructional assistants to complement their services                                                                                                                                           | 1 2 3 4 |
| g) keeps an accurate and timely record of attendance for all students in his/her class                                                                                                                                     | 1 2 3 4 |

**PROFESSIONAL ENVIRONMENT**

The Instructional Assistant:

- |                                                                                 |         |
|---------------------------------------------------------------------------------|---------|
| a) maintains a professional physical appearance                                 | 1 2 3 4 |
| b) maintains positive relationships with all administration, staff, and parents | 1 2 3 4 |
| c) reports to duty on a timely basis and provides sufficient notice of absence  | 1 2 3 4 |
| d) uses time wisely and efficiently                                             | 1 2 3 4 |
| e) follows all administrative requests, guidelines and procedures               | 1 2 3 4 |

Total from each objective:

Total:

NOTE: The appraiser will provide a specific example for each score above or below "3".

**Page 2**

Instructional Assistant: \_\_\_\_\_

**Program Expectations Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Program Management Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Professional Environment Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Score Interpretation:**

Excellent:	60-68
Satisfactory:	51-59
Improvements Needed:	40-50
Unsatisfactory:	17-39

# Winfree Campus

An Alternative Program addressing the unique needs of each student.

APPLICATION

Principal  
Director of Instruction

Dick Gibbs  
Melody Gibbs

## Congratulations

We applaud your personal decision and commitment to attend the Winfree Campus of Honors Academy. This is a unique educational experience which combines the power of technology with a caring adult staff who prepare individualized learning plans for each student.

We are committed to provide you with the environment and the tools you need to be a winner.

This portion of the handbook contains information pertinent to Winfree standards and operations which you will need to know throughout the course of this school year. It is important that you and your parent(s) carefully read the information it provides and find a place for this document in your home so you can readily refer to it for any questions you might have.

Most importantly, remember that all of Honors Academy staff are here to serve you. If you have any questions at any time, feel free to ask our help.

## Campus Colors

Blue and Ivory

## Campus Mascot

Osprey (an eagle often referred to as a Seahawk)

## Class Schedules

The following will be the schedule of classes at Winfree campuses.

### Morning Session

Monday through Friday

8:00 AM - 12:00 PM

### Afternoon Session

Monday through Friday

12:30 PM - 4:30 PM

## Evening Session

Monday through Friday

5:00 PM - 9:00 PM

### Note:

- (1) During any of the scheduled class hours, students are expected to work and avoid disturbing others who are working.
- (2) Students should only arrive and promptly depart within 5 minutes of the scheduled session. In the event an emergency transportation issue arises and a student must remain on campus for any extended time outside of the schedule, the student must notify the principal or campus director.

## Attendance

Winfree Campus is a campus of Honors Academy. Honors Academy is an accredited public charter school. As a public educational institution, Honors Academy must adhere to state laws and regulations governing student attendance. Students must attend school a minimum of 90% of the days school is in session during the semester. There is no distinction between excused and unexcused absences. If a student is absent for more than 8 days during the first semester and/or 9 days during the second semester, the student will lose credit for the semester's work.

**Appeals:** Students may appeal the loss of credit (due to absence) to the Honors Academy Superintendent, so that extenuating circumstances may be reviewed or absolution granted.

### Make-up of Absences:

To avoid loss of credit for students who have exceeded the Absence limit, they may make-up absences on Fridays during open lab times.

## Leaving Campus

Students are not permitted to leave campus during the scheduled hours of classes. Students are confined to campus, except at times before and after school sessions, or at other times approved by parents AND designated by the Winfree Campus principal.

## Discipline / Tobacco

Honors Academy rules as stated in the basic handbook apply at this campus. Tobacco in any form is prohibited at the Winfree Campus, along with alcohol or other prohibited substance. Students possessing or consuming any of these items will be removed from school pending a parent hearing. Legal action will be taken in the case of illegal substances.

## Food and Drinks

Students at this campus may purchase food and drinks at school. Consumption of these items may occur during learning time as long as no disruption is caused to the learning environment. This privilege is also contingent upon student care of the school facility and its furniture. **NO FOOD OR DRINK WILL BE ALLOWED NEAR THE COMPUTERS.**

Note: Students may bring their own refreshments from outside as long as they are snack-type items similar to ones available in the vending machines found on campus. Students on special medical diets may bring such items as needed.

## Dress Code

Students are expected to use good judgment in their attire and grooming patterns. It is our expectation that students will develop good decision-making skills regarding appropriate attire for school and for occasions of public appearance. Honors Academy has established special guidelines for Winfree students.

### Guidelines:

- (1) All students are expected to wear appropriate footwear.
- (2) Shorts or skirts must be of reasonable length and address common standards of good taste and modesty.
- (3) Revealing/provocative shirts, halter tops, short outfits, and betime attire or undershirts/garments are not permitted as outerwear.
- (4) Pants may not sag below the hip bone.
- (5) Clothing (including jewelry) with printed statements or pictures that are vulgar, obscene, or related to the use of drugs, alcohol, or tobacco products, or that promote hate or violence are not permitted.

A student whose clothing violates the dress code shall be asked to remove the inappropriate article, cover the article, or wear something available from lost and found, or be asked to leave and accept the absence. The Winfree campus principal and/or campus director will make all final decisions regarding the appropriateness of students' dress.

## Visitors

The nature of the school arrangements at the Winfree campus makes it difficult for the teachers to visit with parents during formal instructional periods which were outlined above. Visitors may schedule times to visit with teachers before, after, or between scheduled instructional periods. Campus Directors will be available most times to visit with parents. The Principal will also be available. To be sure of gaining audience with a school official, call (972) 313-9294 for an appointment.

Parents are welcome to sit during class sessions to observe the progress of their children. However, the teacher will not be available for actual "conferences" during these times, due to the attention which must be given to the students in the class. The exceptions, of course, will be those instances when pressing or urgent issues are at hand which must be dealt with immediately.

## Student Assistantships

Students will be given student assistantships to aid in school operations for a total of four hours each week. A student can satisfy this time by coming in one day each week during an "off" session (afternoon for morning students; morning for afternoon students, etc.) for four hours. The specific day for the assistantship to be conducted will be coordinated with the Principal and/or Campus Director. Ordinarily this will be the same day each week for a given student. The time of service will be from 8:00 AM to 12:00 noon for afternoon students or from 12:00 to 4:00 PM for morning students. Evening students may participate in either of these sessions.

## Emergency School Closing

In the event of weather or other conditions that make it necessary to close the school, students and parents will be notified through announcements on Channel 8 -WFAA, Channel 4-KDFW or Channel 5 - KXAS. They may also call for a voice message recording at (972) 313-9294.

## Phones

At present, the Winfree campus has a limited number of phone lines available. For your convenience, we have "voice secretary" so you can reach us when we are away from the phone. Students may use the phone only to call parents. No long-distance service is available, so phone cards may be needed for your child if you must be accessed outside of the 972 or 214 area codes. Students will not be able to use the phone during formal instructional periods, except in emergencies.

## Academic Work Schedule

Ordinarily, students change subjects periodically during each day. A student may, however, work for longer periods of time without changing subjects, if the student is "rolling" in a subject and the learning process would be best served by not changing. Students should coordinate this with the instructor.

### Use of the Computer Equipment / Plato Courseware / Internet

It is crucial that students respect the facility and all equipment at the school. The use of computers and electronic services and courseware will be required and this places a responsibility on students to take care of the equipment.

Certain prohibitions apply:

- No "nasties" on the NET
- No alteration of any program or computer settings at any time
- No food or drink at or near the computers

Violation of these guidelines will be taken very seriously and students in violation will be susceptible to removal from Honors Academy - Winfree Campus.

### Winfree Campus - Student Code of Conduct

Each student and parent should carefully read the code of conduct in the basic Honors Academy Student Parent Handbook.

Winfree Campus has established a fine reputation. The image which is growing is that of a school campus which promotes learning and gives new and positive directions to students. Honors Academy staff intend to work hard to build on that image. We want students in our school. The definition of a "student" is "one who studies". Winfree students understand what this means, and they follow it in all they do.

In honor of true "students", enrollment of those who repeatedly demonstrate purposes or intentions which run counter to a sound learning environment will not be allowed to continue. Honors Academy - Winfree is a place for students whose purpose is to learn and progress toward graduation. When visitors enter our facility, they will feel that learning is taking place... the molecules themselves in the air and around the room will communicate this.

In a nutshell:

**BE Courteous**

**Be Respectful**

**BE Successful**

## **Sexual Harassment**

Students must not engage in unwanted and unwelcome verbal or physical conduct of a sexual nature directed toward another student or school employee. This prohibition applies whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors. All students are expected to treat other students and school employees with courtesy and respect, to avoid any behaviors known to be offensive, and to stop those behaviors when asked or told to stop.

A substantiated complaint against a student will result in appropriate disciplinary action, according to the nature of the offense. The school will support the victim in all efforts to press charges.

## **Suspension/Expulsion**

Students may be suspended or expelled from the Winfree Campus for good cause. If a student must be suspended or expelled due process will be followed and students will have the opportunity to appeal any decision to suspend or expel to the Honors Academy Charter Council (School Board). The decision of the Charter Council is final.

## **General Operational Procedures**

The following procedures apply to daily operations at the Winfree campus.

### **Beginning of each instructional session**

At the beginning of each instructional session, students are expected to be in their "offices" and ready to begin work. Before class starts students should secure the necessary materials, texts, pencils, etc., so work can proceed.

### **Restroom Access**

Student should take advantage of breaks and time before and after school to use the restroom, get drinks, etc. When it is necessary, students may use the restroom during sessions, with the following stipulations:

- One at a time may leave class to use the restroom
- No disturbances of class will be allowed

Permission is not necessary, but restroom visits during class should be on an "emergency" basis only.

## Accessing Lab Materials

Students will request materials (texts, CD's, etc.) from the Instructional Assistant (IA) or Academic Coaches (AC) in charge of their respective classes. The IA or AC will retrieve materials needed and provide these to students. When students are ready to request these, they should pull the check-out card with their names on them and present the cards to the IA/AC. Students will be shown where these cards are kept by the IA/AC. This will indicate that a check-out of materials has taken place. Students will be responsible for returning the materials after using them and for seeing that their cards are returned to the card file. This same procedure applies to tests which are being taken by students.

## Access of Campus office

Access to the office/use of the phone will be done ONLY with the permission of a school official (teacher, administrator). The office is virtually off-limits to students, except as authorized on a case-by-case basis.

## Whisper Principle

The individualized and self-paced nature of our curriculum provides the opportunity for students to forge ahead at an accelerated pace. It does, however, have some liabilities. Class interaction must be limited; personal "visiting" deters achievement in this setting. If students must confer briefly with a neighbor, it should be done in a way which does not disrupt the concentration of other students who are focused on their lessons, and this should occur infrequently. To help with this, the "whisper principle" will be in force during class sessions. Whispering is for secrets. Secrets are for one person only. If a school official can hear you, you are not whispering. Whispering covers a multitude of sins.

## Correction Conferences

Students who are not following procedures established for the efficient running of the Winfree campus of Honors Academy may be asked to stay/appear for a conference with a school official.

ATTACHMENT 13

APPLICATION

**General**  
**Staff**  
**Procedures**

## Discipline Procedures

1. IA's/AC's will record infractions on the Daily Procedures Violation form.
2. If students commit multiple infractions, they should be referred to the Campus Director VIA a Disciple Referral Form.
3. Serious infractions should be referred to the Campus Director immediately, with or without a history of misbehavior.
4. Options available to the IA's and AC's prior to referral: loss of break, loss of privileges (headsets, etc... watch for opportunities). A very important step before moving to the referral step should be having the student complete the Self-Assessment Form. If correction does not occur, a referral should be made to the Campus Director.
5. The Campus Director will keep records of referrals and provide graduated consequences.

## Student Advisor Referral

1. Students may request or be referred to the Student Advisor (SA) as needed.
2. The Student Advisor Referral Form should be placed in the Student Advisor's box and the Student Advisor will contact the student at his earliest convenience.
3. In an emergency-type situation, the student may be referred to the Campus Director immediately.
4. The Campus Director will then contact the SA to involve him in helping the student.
5. The Team Leader must indicate either "routine" or "urgent" to help the SA prioritize his schedule. NOTE: the Team Leader must sign the form so the SA will know where the student is.

## Hall Pass Procedures

1. To go to the school office, visit with a Teacher or different Team Leader, or go to the project room, students must have a "Hall Pass". No hall passes are required to go to the restroom or computer lab.

## Tutoring Procedures

1. Tutoring sessions should be short and to the point (prompt –i.e., give hint or information praise, and move on.) Take care to avoid lengthy tutoring sessions, in order to provide maximum availability to all students.

## Grading Procedures

### 1. PLATO

- Printouts taken to the Team Leaders for recording on checklists.

### 2. Projects or Papers

- Turn into Team Leaders who will submit these to the appropriate Teacher (place in mailbox).
- Teachers will return graded documents to the Team Leaders box.
- Important: Team Leaders must identify themselves on papers submitted to the Teachers, so the Teachers will know who gets the graded papers back.
- Team Leaders will record grades for projects/papers on checklists when they are returned.

### 3. Key-Graded Work

- Team Leaders will grade all student work for which a grading key exists. Team Leaders will then record grades on students' course checklists.

## Course Specialties/Team Leaders

- Chemistry/Economics – Michelle
- Biology – Valerie
- Math – Phillip, Vicki
- English – Vicki, Kyle
- S.Studies – Kyle, Vicki
- General – Pilar Stafford

## Teacher Dress Code

1. No baggin, saggin, or fraying.
2. No shorts.
3. No form fitted attire.
4. No muscle shirts or tank tops.

## Staff Access to the Office

1. Limit to official business ONLY!

# Attendance Procedures

Please use the following procedures to report attendance.

1. Team Leaders (TL's—Instructional Assistants and Academic Coaches) will report attendance on Attendance Slips provided by the office. On the attendance slip, the TL will enter the names of students and information pertinent to students' attendance. The Attendance Slip will reflect if a student is absent, tardy, present (but not on the printed class roll), or "no-show"(has not yet attended).
2. To report absences, tardies, and "other" (such as students being present, but not yet entered on the class roll), the Attendance Slip will be used to enter the names of students. Use specific codes to indicate disposition, as follows:
  - "A"=Absent
  - "T"=Tardy
  - "TA"=Absence due to fourth tardy
  - "P"=Present, but not on class roll
  - "NS"=Student is on the class roll, but has never attended
3. TL's will complete the Attendance Slips at designated times (described below) and will make these available to office personnel who will be retrieving these slips on a regular schedule. **THE DATE AND THE TL'S SIGNATURE MUST APPEAR ON THE ATTENDANCE SLIP PRIOR TO SUBMISSION.**
4. Times to pick up Attendance Slips will be 10:00 A.M. and 2:30 P.M., respectively, for the morning and afternoon classes. For night sessions, the night teacher/administrator will submit completed attendance forms by placing them in the mail slot of the main office (ste.190) after attendance is taken. Night attendance will be taken at 7:00pm.
5. To change the Attendance Slip, the TL will draw a line through the student's name or a code entry and initial above the drawn line to indicate a correction in the report. If a new entry is needed to replace the incorrect one, it may be entered above the drawn lines near the TL's initials. Do not use white-out to report changes. Record all information in INK only.
6. In addition, the TL's will keep a three-week record of attendance on the Attendance Form provided. The Attendance Form will consist of a list of student names, and all entries beside these names will reflect exactly the entries made on the Attendance Slip. At the end of three weeks, this form will be turned in to the Registrar (Jamie).
7. Students who are not inside the building at the designated start time will be counted tardy. Four tardies count as one unexcused absence. Report tardies

on the Attendance Slip with a "T", as indicated in Item 2 above. TL's should track tardies, and upon the fourth time a student is tardy, the TL will enter a "TA" (instead of "T") beside the student's name, to indicate a "tardy absence".

8. For students who are more than 15 minutes late, the TL will refer students from his/her class to the attendance office, so these students can sign in for reporting and correctional purposes. Correction may include a conference with the Campus Director, the parent being called, and so on, with the CD following normal procedures for disciplinary matters. To report to the office, students should exit through the back doors of classrooms and re-enter through the Attendance Door (front door of the SCHOOL side of the front office).

### **Office Attendance Procedures**

1. Attendance Slips received by the Attendance clerk from TL's will be used to prompt calls concerning students who are absent. After the calls are completed the Slips will be given to the Registrar for input into the computer.
2. The Registrar will use Attendance Slips to provide student attendance information for input into the computer.
3. The electronic record of attendance will be updated on a daily basis, and will accurately reflect all attendance disposition codes used by the TL's on Attendance Slips (A, T, P, and NS), except for "TA", which will be entered electronically as an "A" for absence.
4. TL's will prepare an Attendance Form for each three-week period and submit this form to the Registrar at the end of the three-week period. This form will be screened against the Attendance Slips and signed by the Registrar to indicate agreement between the Attendance Slips and the Attendance Form. The Attendance Slip will be the valid reference point for determining absence.
5. Attendance information kept in the computer will be transmitted periodically and/or as requested by the one2one office. Electronic records will be screened to make sure they are in agreement with the Attendance Form and Attendance Slips.
6. Each day, the attendance clerk will call the parents of all students who are absent and those students who have received their fourth tardy. For night students who are absent, these calls will be made the next day. This includes students who are absent for being tardy the fourth time. For a history of absences on students being called, the Attendance Clerk should refer to the Attendance Form kept by the Registrar.

**BUDDY C. BYRD**  
**PROFESSIONAL PROFILE**

**EDUCATION**                      Bachelor of Science in Business Administration,  
Carson Newman College, TN May, 1956  
Master of Liberal Arts, Southern Methodist University, May, 1974

**EXPERIENCE**

SAN ANGELO ISD	9/1996 - 4/1997	Interim Assistant Superintendent for Business
DALLAS CENTRAL APPRAISAL DISTRICT	1/1991 - 12/1996 1/1995 - 12/1996	ARB Member ARB Secretary
HIGHLAND PARK ISD	1982 - 1990 1980 - 1982	Assistant Superintendent for Business Business Manager
IRVING ISD	1966 - 1980	Business Manager Director of Budgeting and Accounting
ANDERSON CLAYTON	1963 - 1966	Internal Auditor
TEXAS EDUCATION AGENCY	1956 - 1963	Auditor Review Analyst Field Auditor

**PROFESSIONAL ASSOCIATIONS**

TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS - Member, 1966 to Present; Director, 3 years; Vice President, President Elect, President and Immediate Past President, 1987 - 1990; Retired Life Member.

NORTH DALLAS/PARK CITIES KIWANIS - Member 10 years.

TEXAS ASSOCIATION OF EDUCATIONAL DATA SYSTEMS - Member, Director, Vice President and President.

TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS - Retired Life Member.

TEXAS EDUCATION AGENCY ACCOUNTING ADVISORY COMMITTEE - Served four years; Revised Bulletin 679.

**CERTIFICATIONS**

TASBO - Certified Texas School Business Administrator and Certified Texas School Business Official.

# HOLMES & PETRICK


Certified Public Accountants

Howard K. Holmes, CPA

3145 N. Esters Road

Irving, Texas 75062

(972) 257-1800 • (817) 282-0255 • Fax (972) 257-1638



# HOLMES & PETRICK

Certified Public Accountants

3145 N. Esters Road • Irving, Texas 75062

• (817) 282-0255 • FAX (972) 257-1638

ATTACHMENT 15

APPLICATION

January 12, 2000

William D. Gibbs  
Winfree Academy  
2201 Parkside Ave #166  
Irving, TX 75061

Dear Dick:

I enjoyed our visit yesterday about your accounting needs at Winfree Academy. The things that you have going at Winfree sound very exciting and I am looking forward to our firm's being a part of your success. As you can see from the enclosed firm profile, we take pride in our approach to your accounting which is to take it all off your shoulders and to become your accounting department. We do accounting all day long, six to seven days a week and have been doing so for twenty years. This experience combined with our education, our up-to-date technology, and our ability to spread the work out to staff of various skills levels according to the demand of the project will enable us to do all your accounting for less than you could do it yourself.

With that in mind we would like to make the following proposal for Winfree Academy. We will analyze and enter all of your vendor bills in accounts payable and tract them appropriately by code and department according to state reporting requirements for charter schools. We will maintain your accounts payable, reconciling payables to vendor statements, giving you timely information on payables and cash flow requirements, write checks as required and present them to you for your signature. We will compute employee payroll checks, prepare checks for your signature, maintain all employee payroll records, make federal payroll tax deposits and prepare and file all required payroll tax reports. We will maintain deposit records and an accurate and reconciled bank register. We will enter all transactions in company accounting records and prepare monthly financial statements, including budget-variance reports and any other statements required by government reporting authorities. Our charge for these services will be \$1,000.00 per month.

*Winfree Academy Charter School*  
**MONTHLY BUDGET REPORT**  
 Sample

Month: \_\_\_\_\_

Function	Object	Budget at Start of Month	Expended this Month	Remaining Budget		
11						
	6100					
	6200					
	6300					
	6400					
	6500					
				<b>Total</b>		
12						
	6100					
	6200					
	6300					
	6400					
	6500					
				<b>Total</b>		
13						
	6100					
	6200					
	6300					
	6400					
	6500					
				<b>Total</b>		
21						
	6100					
	6200					
	6300					
	6400					
	6500					
				<b>Total</b>		
22						
	6100					
	6200					
	6300					
	6400					
	6500	etc., et al	etc., et al	etc., et al	etc., et al	etc., et al

**STORY PARKSIDE LTD.**

ATTACHMENT 17

APPLICATION

**LEASE AGREEMENT**

**STORY BUSINESS PARK, IRVING, TEXAS**  
**OFFICE - WAREHOUSE CENTER**

**STORY PARKSIDE LTD.**  
**LANDLORD**

**AND**

**WINFREE ACADEMY**  
**TENANT**

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STATE OF TEXAS  
COUNTY OF DALLAS

This Lease Agreement made and entered into by and between

LANDLORD: STORY PARKSIDE LTD

hereinafter referred to as "Landlord", and

TENANT: WINFREE ACADEMY

hereinafter referred to as "Tenant";

1. PREMISES: WITNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated does hereby lease, demise and let unto Tenant the following described Premises:

The Story Business Park, 2201 Parkside Road, Suite 166 Irving, Texas, with approximately 2,580 square feet; outlined in Exhibit "A"

TERM For a Term of 80 months, commencing on the 15th day of August, 1998 and ending on the 31st day of August, 2003.

Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date specified above. Landlord's non-delivery of possession of the Premises to Tenant on the Commencement Date will not affect this Lease or the obligations of Tenant under this Lease. However, the Commencement Date shall be delayed until possession of the Premises is delivered to Tenant. The Term shall be extended for a period equal to the delay in delivery of possession of the Premises to Tenant, plus the number of days necessary for the Term to expire on the last day of a month. If Landlord does not deliver possession of the Premises to Tenant within sixty (60) days after the Commencement Date specified above, Tenant may cancel this Lease by giving written notice to Landlord within ten (10) days after the 60-day period ends. If Tenant gives such notice, this Lease shall be canceled effective as of the date of its execution, and no party shall have any obligations under this Lease. If Tenant does not give such notice within the time specified, Tenant shall have no right to cancel this Lease, and the Term shall commence upon the delivery of possession of the Premises to Tenant. If delivery of possession of the Premises to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the revised Commencement Date and Expiration Date of the Term.

2 USE: The leased Premises shall be used for no other purpose than: Education & Office Facility.

3. MINIMUM RENT: Tenant agrees to pay to Majestic Realty Services, Inc. agent for The Story Parkside Ltd. or to whomever the Landlord designates in writing at 9900 N. Central Expressway, Suite 500, Dallas, Texas 75231, for the account of Landlord or owner rent for said Premises at the rate of SEE BELOW per month in advance. One such monthly installment shall be due and payable on or before the commencement date of this LEASE as set forth in paragraph 1. above, and a like monthly installment shall be due and payable on the first day of each succeeding calendar month during the Term hereof. If rental commencement date is other than the first of the month, the rental rate will be prorated. Other terms, if any, are specified below.

Years 1-2 = \$1,300.00 per month with \$161.25 being applied to the Common Area Maintenance Fees (see below)  
 Year 3 = \$1,380.00 per month with \$161.25 being applied to the Common Area Maintenance Fees (see below)  
 Year 4 = \$1,423.00 per month with \$161.25 being applied to the Common Area Maintenance Fees (see below)  
 Year 5 = \$1,499.00 per month with \$161.25 being applied to the Common Area Maintenance Fees (see below)

C.A.M.: Common Area Maintenance: \$0.75/square foot, per year payable in advance, outlined in Exhibit "D".

5 SECURITY DEPOSIT: The Security Deposit is \$1,300.00. Upon execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount stated above. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written demand. Tenant's failure to restore the full amount of the Security Deposit within the time specified shall be a default under this Lease. No interest will be paid on the Security Deposit. Landlord will not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

Upon any termination of this Lease not resulting from Tenant's default, and after Tenant has vacated the Property and cleaned and restored the Premises in the manner required by this Lease, Landlord shall refund the unused portion of the Security Deposit to Tenant within thirty days after the Termination Date or thirty days after Tenant fully complies with the conditions of termination as required in Section 7, whichever is later.

8. POSSESSION: Tenant acknowledges that Tenant has inspected the Premises and on the basis of such inspection Tenant accepts the Premises, and the buildings and improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition. See Section 37. Additional Provisions

7. MAINTENANCE BY TENANT: Landlord shall keep the foundation, the exterior walls (except glass; windows; doors; door closure devices; window and door frames; molding, locks, and hardware; and interior painting and other treatment of exterior walls), and the roof of the leased Premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees and concessionaires. Landlord is responsible for maintenance of the common area and common area equipment. If Landlord is responsible for any such repair and maintenance, Tenant agrees to give Landlord written notice of needed repairs. Landlord shall make such repairs within a reasonable time. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs require to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs, plus twenty percent (20%) for overhead plus interest. At the termination of this Lease, Tenant shall deliver the leased Premises in good order and condition, reasonable wear and tear excepted.

8. UTILITIES: Landlord covenants that the Premises are served by water, sewer, electrical and gas utilities but Tenant shall pay all utility connection charges, and all charges incurred for any utility services used on the Premises, except water and sewer which are provided by the Landlord and reimbursed by the Tenant based on the current per square foot charge. Tenant shall furnish all electric light bulbs and tubes in the premises. Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

9. SIGNS: Tenant agrees to place a sign on the building above Tenants space within 30 days after commencement date of this Lease in accordance with Landlord uniform sign policy at Tenants expense. Tenant shall not place any additional signs or other objects upon the building or roof of the building or paint or otherwise deface the exterior walls of the building except with the prior written approval of Landlord. Tenant may erect such other signs with Landlord's approval, subject to any applicable governmental laws, ordinances, regulations, and other requirements. Such installations and removals shall be made in such manner as to avoid injury, defacement, or overloading of the building and other improvements. All signs attached to the building become the property of Landlord and upon termination of Lease may be removed only with Landlord's written consent. Landlord, at Tenant's expense and at the sole option and discretion of Landlord, may remove Tenant's sign and replace it in favor of a uniform sign installation program for the Property.

10. ALTERATIONS: Tenant shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the Premises without prior written consent of Landlord. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by Landlord. All fixtures including floor coverings and heating and air-conditioning units, and all alterations, additions, improvements, except trade fixtures, installed at the expense of Tenant, shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease.

11. LIABILITIES: Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenants employees, subtenants, agents, licensees or concessionaires or any other person entering the Premises under express or implied invitation of Tenant, or arising out of the use of the Premises by Tenant and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the

negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

12. **INSURANCE:** Tenant shall not keep anything upon the Premises or do anything in or about the Premises except the usage specified herein which will increase the rates for fire and standard extended coverage insurance upon the building or buildings which are a part of the Premises. Tenant agrees to pay on demand any increase in insurance premiums that may be charged to Landlord during the Term of this Lease resulting from a deviation from the usage specified herein or from any other cause within Tenant's control.

13. **ASSIGNMENT:** Tenant shall not assign this agreement or sublet the Premises, or any part thereof without the consent of the Landlord in writing; which consent Landlord agrees will not be unreasonably withheld; but no assignment or subletting shall release Tenant from any obligations hereunder.

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

15. **LATE FEE:** It is understood that the minimum rent and common area maintenance are due on or before the first day of the month without offset or deduction of any nature. In the event any rental is not received within five days it is agreed that Tenant will pay a late fee of 10% of the monthly rental amount plus \$10 per day. Tenant shall pay \$50.00 for each returned check. Any future rent increase shall be payable as additional rent hereunder and shall be payable immediately upon demand. It is not intended that the late fee or any portion be construed as interest in any way. If, for any reason whatsoever, any two or more payments from Tenant to Landlord for Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's sole option, upon written notice to Tenant, require that all future payments of Rent for the remaining Term of the Lease must be made by cash, certified check, cashier's check, or money order ("Good Funds") and that the delivery of Tenant's personal or corporate check will no longer constitute payment of Rent under this Lease. Any acceptance by Landlord of a payment for Rent by Tenant's personal or corporate check thereafter shall not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth herein.

16. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Tenant under this Lease.

A. Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money.

B. Tenant shall fail to comply with any Term, provision, or covenant of this Lease other than as described in subsection (A) above and shall not cure such failure within fifteen days after written notice thereof to Tenant.

C. Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.

D. Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States of America or any State thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be judged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease thereunder.

E. A receiver or Trustee shall be appointed for the Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

F. Tenant shall desert or vacate or shall commence to desert or vacate the Premises or any substantial portion of the Premises or Tenant shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial value of Tenant's goods, wares, equipment, fixtures, furniture or other personal property.

17. **REMEDIES:** Upon the occurrence of any of the events of default listed in Section 16, Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

A. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails

to surrender the Premises, Landlord may, without prejudice to any other remedy which it may have for

possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

B. Enter upon and take possession of the Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, plus twenty percent (20%) for overhead and other costs of re-letting shall be subtracted from the amount of rent received under the re-letting.

C. Enter upon the Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenants obligations under this Lease, together with interest thereon at the rate of twelve percent (12%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

D. Accelerate and declare the Rent for the entire Lease Term, and all amounts due under this Lease, at once due and payable, and proceed by attachment, suit or otherwise, to collect all amounts in the same manner as if all such amounts due or to become due during the entire Lease Term were payable in advance by the terms of this Lease, and neither the enforcement nor collection by Landlord of such amounts nor the payment by Tenant of such amounts shall constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this Lease by Tenant or a waiver of any rights or remedies which the Landlord may have with respect to any such breach.

E. In addition to the foregoing remedies, Landlord shall have the right to change or modify the locks on the Premises in the event Tenant fails to pay the monthly installment of Rent when due. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all Rent which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout. At such time that Landlord changes or modifies the lock, Landlord shall post a "Notice of Change of Locks" on the front of the Premises. Such Notice shall state that:

(1) Tenant's monthly installment of Rent is delinquent, and therefore, under authority of Tenant's Lease, the Landlord has exercised its contractual right to change or modify Tenant's door locks:

(2) The Notice has been posted on the Tenant's front door by a representative of Landlord and Tenant should make arrangements with the representative to pay the delinquent installments of Rent when Tenant picks up the key; and

(3) The failure of Tenant to comply with the provisions of the Lease and the Notice and/or tampering with or changing the door lock(s) by Tenant may subject Tenant to legal liability

F. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this lease unless a written notice of that intention is given to Tenant. Notwithstanding any such re-letting or re-entry or taking possession, Landlord may, at any time thereafter, elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law, nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any monthly installment of Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Failure of Landlord to declare any default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies, or forbearance by Landlord to enforce one or more of Landlord's remedies upon an event of default shall not be deemed or construed to constitute a waiver of default or waiver of any violation or breach of the terms of this Lease. Pursuit of any one of the above remedies shall not preclude pursuit by Landlord of any of the other remedies provided in this Lease. The loss or damage that Landlord may suffer by reason of termination of this Lease or the deficiency from any re-letting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Landlord following possession. If Landlord terminates this Lease at any time for any default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the default, including the cost of recovering the Premises and the Rent then remaining unpaid.

15. **HOLDING OVER:** Tenant shall vacate the Premises immediately upon expiration of the Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred

by Landlord as a result of any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration of the Term or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a day-to-day tenancy, subject to all of the terms of this Lease, except that the Minimum Rent during the holdover period shall be increased to an amount which is two (2) times the Minimum Rent in effect on the expiration or termination of this Lease, computed on a daily basis for each day of the hold over period, plus all additional sums due this Lease. This paragraph shall not be construed as Landlord's consent for Tenant to hold over or to extend this Lease.

19. **LIABILITY INSURANCE:** During the Lease Term, Tenant shall maintain a commercial general liability policy of insurance, at Tenant's expense, insuring Landlord against liability arising out of the ownership, use, occupancy, or maintenance of the Demised Premises. The initial amounts of the insurance must be at least \$1,000,000 for Each Occurrence and \$100,000 Property Damage for the Demised Premises, and shall be subject to periodic increases based upon economic factors as Landlord may determine, in Landlord's discretion, exercised in good faith. However, the amounts of the insurance shall not limit Tenant's liability nor relieve Tenant of any obligation under this Lease. The policies must contain cross-liability endorsements, if applicable, and must insure Tenant's performance of the indemnity provisions of the Lease Agreement. The policies must contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. Tenant may discharge Tenant's obligations under this Section by naming Landlord as an additional insured under a comprehensive policy of commercial general liability insurance maintained by Tenant and containing the coverage and provisions described in this Section. Tenant shall deliver a copy of the policy or certificate (or a renewal) to Landlord prior to the Commencement Date and prior to the expiration of the policy during the Term. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense. Tenant may, at Tenant's expense, maintain other liability insurance as Tenant deems necessary.

20. **ACCESS:** Landlord may during the Term of this Leases, at reasonable times, enter the Premises to view, inspect, and show to prospective purchasers or Tenants.

21. **REALTORS FEE:** Both Landlord and Tenant represent and warranty to the other party that they have no dealings with any person, firm or agent in the negotiation of this Lease other than the Broker(s) named in this Lease, and no other Broker, agent, person, firm or entity other than the Broker(s) is entitled to any commission or fee with this Lease.

22. **ENVIRONMENTAL REQUIREMENTS:** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to the Tenant's use of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Premises.

Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. If Tenant breaches the obligations stated in the preceding Section or sentence, or if the presence of Hazardous Materials on the Premises caused or permitted by Tenant results in contamination of the Premises or any other property, or if contamination of the Premises or any other property by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Premises, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) which arise during or after the Term as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises (or any other property) caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained. The foregoing indemnity shall survive the expiration or termination of this Lease.

23. **CONDEMNATION:** If the whole of the Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a portion of the Premises or access thereto is taken under the

power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property.

#### 24. TAXES AND INSURANCE:

A. All taxes and insurance lawfully levied or assessed against the above described Premises for the calendar year shall be referred to herein as "Base Year Taxes and Base Year Insurance". The base year shall be 1998. Subject to the provisions of Paragraph B, next below, Landlord agrees to annually pay all taxes and all special assessments, if any before they become delinquent which are levied or assessed each year against the above described Premises; however, Landlord may at his expense contest and dispute the same, and in such case the disputed item need not be paid until finally adjusted to be valid.

B. Within ten days after written notice by Landlord, Tenant agrees to pay to Landlord as additional rent, his pro rata share of any increase over the base year for all real estate insurance, and taxes which are lawfully levied or assessed each year against the above-described Premises during the Term of this Lease, or any renewal or extension thereof. The words "Pro Rata Share" shall mean the product obtained by multiplying the item in question by a fraction, the numerator of which shall be the gross leasable area (square footage) contained within the Premises and the denominator of which shall be the total gross leasable area (square footage) contained within all the buildings in the Project. Taxes and insurance will be estimated against the current base year and any excess will be paid annually by Tenant or monthly at Landlord's discretion. Any overage or deficiency will be billed or refunded within sixty days after the end of the calendar year. Each year's taxes and insurance will be estimated based upon the most current estimate and if no estimate is available, the prior year will be used. Any increase in real estate taxes and insurance for a fractional year will be prorated. Tenant agrees to pay all taxes including, but not limited to all taxes levied against personal property, trade fixtures and inventory placed by Tenant in, on or about the Premises.

25. EXHIBITS: All exhibits, attachments, annexed instruments and addenda referred to herein shall be incorporated as part of the Lease hereof for all purposes with the same force and effect. Any term not specifically defined in the attachments shall have the same meaning given to it in the body of this Lease. To the extent any provisions in the body of this Lease conflict with the attachments, the attachments shall control.

26. LANGUAGE: Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

27. LANDLORD'S LIEN: In addition to the statutory landlord's lien, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, and personal property of Tenant now or hereafter situated on or relating to Tenant's use of the Premises, and all proceeds therefrom (the "Collateral") and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State in which the Building is located (the "UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant five-days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, which is agreed to be a reasonable notice of such sale or other disposition. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security under this section 27, which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease or this provision as a financing statement to perfect its security interest in the Collateral.

28. CAPTIONS: The captions or heading of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent shall arise.

29. SUCCESSORS: The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

30. NOTICES: Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, on the earlier of: (i) actual receipt, if delivered in person or by messenger with

evidence of delivery; or (ii) receipt of an electronic facsimile transmission ("Fax") with confirmation of delivery; or (iii) upon deposit in the United States Mail as required below. Notices may be transmitted by Fax to the Fax telephone numbers specified below, if any. Notices delivered by mail must be deposited in the U. S. Postal Service, first class postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

31. ESTOPPEL: Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a statement in recordable form certifying that his Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and contain other information which Landlord may require.

32. SUBORDINATION OF LEASE: Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Premises or the property as a whole and to any renewals or extensions thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises or the property as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request; provided however that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from such mortgagee a written agreement that the rights of Tenant shall remain in full force and effect during the Term of this Lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this Lease.

33. LIABILITY: The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Premises, and Landlord shall not be personally liable for any deficiency.

34. FORMS: The laws of the State in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. Venue for any action under this Lease shall be the county in which rentals are due pursuant to the provisions contained in this Lease.

35. INTEGRATION: This contract contains the complete agreements between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings or warranties which are not expressly set forth herewith.

36. JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

37. OTHER PROVISIONS:

As to Section 6: Section 6 above is supplemented through the addition of the following provisions at the end of Section 6.

A) Notwithstanding any of the terms and provisions of Section 6 to the contrary, Landlord shall be responsible for the completion and costs of the Tenant improvements as set forth in Exhibit "E," ~~with the construction agreement between the Landlord and the Contractor as shown in Exhibit "G," executed contemporaneously with this Lease Agreement,~~ such costs not to exceed Thirteen thousand dollars (\$13,000.00). Any costs and expenses for Tenant improvements in excess of the stated amount shall be paid by, and be the sole responsibility of the Tenant.

B) Furthermore, Landlord will, during the completion of the Tenant improvements set forth in Exhibit "E," at its sole cost and expense, remove the existing shop heater and install a five (5) ton gas heat/electric cool building standard HVAC unit.

*[Handwritten initials]*  
Initial  
*[Handwritten initials]*  
Initial

EXECUTED the 6th day of July, 1988.

LANDLORD:  
STORY PARKSIDE LTD.

By: Richard Rehman  
Richard Rehman

Title: Agent

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

TENANT: WINFREE ACADEMY

By: Dick Gibbs  
Dick Gibbs

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By: Melody Z Gibbs  
Melody Gibbs

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

BOLANZ & MILLER REALTORS, INC.  
Broker

By: Wes Miller  
Agent Signature: Wes Miller

Address: 2020 Maple Springs Avenue, Suite 100, Dallas, TX 75220

Phone: 214/350-7997 Fax: 214/350-8810

36 Feet

APPLICATION

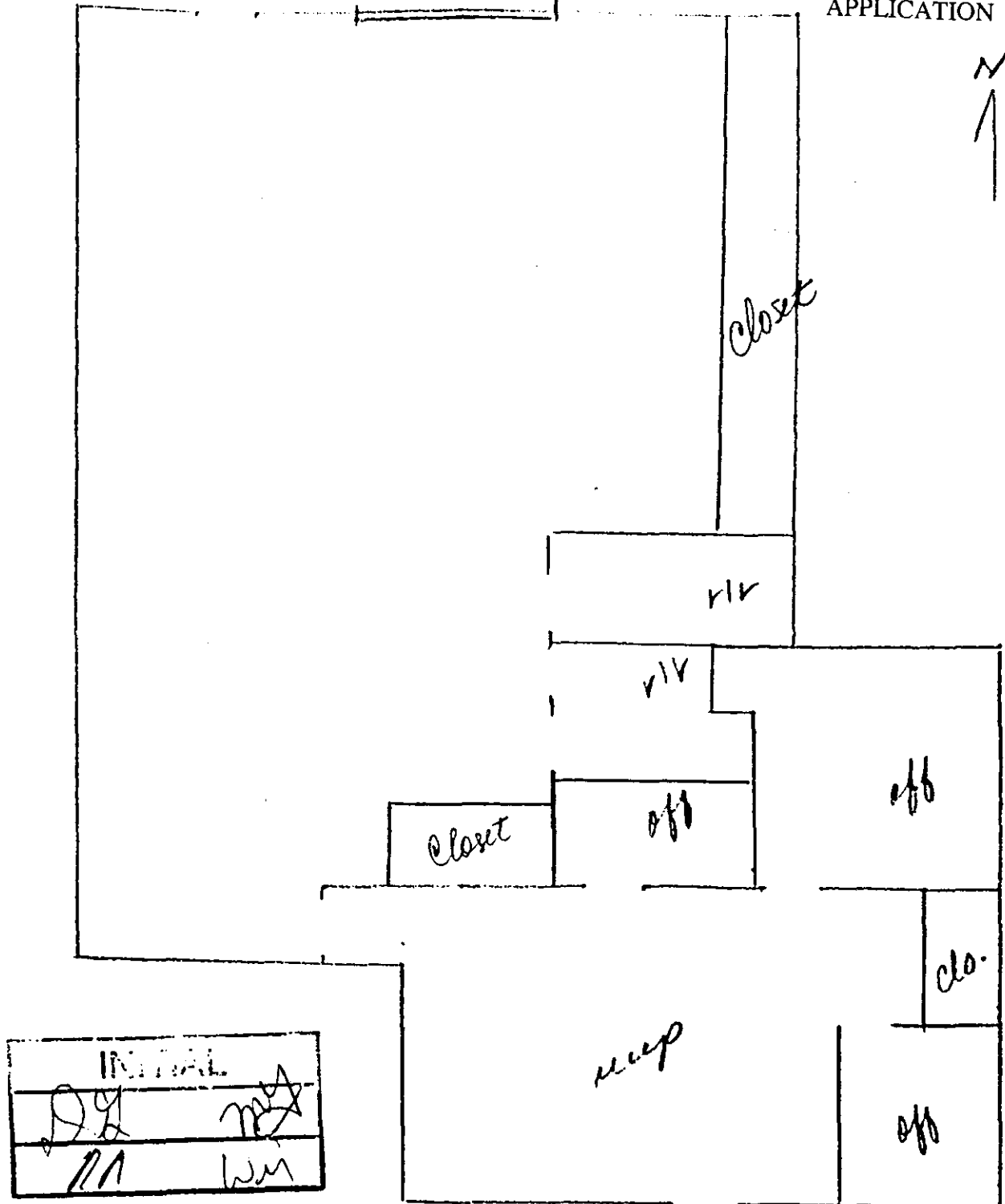


EXHIBIT "A"  
Suite 166  
2,580 Square Feet

## EXHIBIT "B"

## LEGAL DESCRIPTION OF LAND:

Being Two (2) Tracts of land out of The Shady Lea Addition and The Garden Oaks No. 5 Addition, to the City of Irving, Dallas County, Texas.

## TRACT I:

Being Lots 24 and 32 of SHADY LEA ADDITION, an Addition to the City of Irving, Texas, according to the plat recorded in Volume 5, Page 264, of the Map Records of Dallas County, Texas, and being Olive Street (a 50 foot wide road) as abandoned by ordinance dated November 3, 1967, and also being all of Lots 1 thru 16 and part of Lots 17, 18 and 19 in Block C, of Garden Oaks No. 5 Addition, an Addition to the City of Irving, Texas, according to the plat recorded in Volume 29, page 135, of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod for corner at the intersection of the north line of Parkside Drive (a 50 foot wide road) with the west line of Brown Drive (a 70 foot wide road) same also being the southwest corner of Lot 13, Block C of Garden Oaks No. 5 Addition;

THENCE North 88 degrees 50 minutes 15 seconds West along said north line of Parkside Drive, for a distance of 435.00 feet to an iron rod for corner in the south line of said Lot 17, Block C of Garden Oaks No. 5 Addition;

THENCE North 00 degrees 20 minutes 00 seconds West across said Lot 17, Block C of Garden Oaks No. 5 Addition, for a distance of 140.00 feet to an iron rod for corner;

THENCE North 88 degrees 50 minutes 15 seconds West across said Lot 17, 18 and 19, Block C of Garden Oaks No. 5 Addition, for a distance of 295.00 feet to an iron rod for corner in the east line of North Story Road (a 80 foot wide road);

THENCE North 00 degrees 20 minutes 00 seconds West along said East line of North Story road, for a distance of 318.53 feet to an iron rod for corner, same being the northwest corner of said Lot 24 of Shady Lea Addition;

THENCE South 89 degrees 43 minutes 48 seconds East along the north line of said Lots 24 and 32 of Shady Lea Addition, for a distance of 730.00 feet to an iron rod for corner in said west line of Brown Drive, same being the northeast corner of said Lot 32 of Shady Lea Addition;

THENCE South 00 degrees 18 minutes 29 seconds East along said west line of Brown Drive, for a distance of 469.90 feet to the Place of Beginning and containing 297,525 187 @ are feet or 6.83 acres of land, more or less.

## TRACT II:

Being part of Lots 17 and 18, Block C, of GARDEN OAKS NO. 5 ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 29, Page 135, of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod for corner in the north line of Parkside Drive (a 50.00 foot wide road), same being 140.00 feet East of the east line of North Story Road (a variable width road), same also being in the south line of the above mentioned Lot 18;

THENCE North 00 degrees 20 minutes 00 seconds West across said Lot 18 for a distance of 140 00 feet to an iron rod for corner;

THENCE South 88 degrees 50 minutes 15 seconds East and parallel to said north line of Parkside Drive and across said Lots 17 and 18 for a distance of 155.00 feet to an iron rod for corner;

THENCE South 00 degrees 20 minutes 00 seconds East across said Lot 17 for a distance of 140.00 feet to a point for corner in said north line of Parkside Drive, same being the south line of said Lot 17;

THENCE North 88 degrees 50 minutes 15 seconds West along said north line of Parkside Drive and said south line of Lots 17 and 18 for a distance of 155.00 feet to the Point of Beginning, containing 0.498 acres of land, or 21,892.61 square feet of land, more or less.

**EXHIBIT "C"**  
**RULES AND REGULATIONS**

APPLICATION

1. Sidewalks and doorways shall not be obstructed by Tenants and their employees, or used for any purpose other than ingress and egress to and from the leased Premises and for going from one part of the Premises to another. The outside areas immediately adjoining the leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant.
2. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable materials shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a Tenant or such Tenant's officers, agents, servants, customers, and employees shall be paid by Tenant.
3. No signs, posters, advertisements, banners or notices shall be painted or affixed on any of the windows or doors, or other part of the Premises, except of such color, size, style and location(s) as shall first be approved in writing by Landlord.
4. Tenant shall use at Tenant's cost such pest control services in the leased Premises as Landlord may direct and at such intervals as Landlord may require.
5. Tenants shall not do anything, or permit anything to be done, in or about the Premises, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other Tenants or do anything in conflict with the valid pertinent laws, rules and regulations of any governmental authority.
6. Landlord shall have the power to prescribe the weight & position of safes or other heavy equipment, which may over stress any portion of the floor. All damage done to the Premises by the improper placing of heavy items which over stress the floor will be repaired at the sole expense of the Tenant.
7. Tenant shall notify Landlord when safes or other equipment are to be taken into or out of the Premises. Moving of such items shall be done by Tenant under the supervision of Landlord after Landlord's written permission.
8. Tenant shall cooperate in keeping Premises neat and clean. Tenant shall not burn any trash in the Premises or Shopping Center.
9. No birds, animals or reptiles, or any other creatures, shall be brought into or kept about the Premises.
10. Tenant shall not use the common areas or public areas of the Premises for any business purposes.
11. Tenant shall have no right of access to the roof of the Premises and shall not install, repair, place or replace any aerial, fan, air conditioner or device on the roof of the Premises without the prior written consent of Landlord. Any such devices installed without Landlord's written consent shall be subject to removal at Tenant's cost.
12. Tenants shall not make or permit any improper noises in the Premises, or otherwise interfere with other Tenants & customers.
13. No equipment of any kind shall be operated on the leased Premises that could annoy other Tenants in the Premises.
14. Tenants shall not use or keep in the Premises any inflammable or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.
15. The Landlord has the right to evacuate all spaces within the Premises in event of emergency or catastrophe.
16. The Landlord reserves the right to rescind any of these Rules and make such other Rules and Regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care & cleanliness of the Premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its Tenants, their agents, employees and invitees, which rules when made and notice thereof given to Tenant shall be binding as if originally herein prescribed. In the event of a conflict between the terms and provisions of the Rules and Regulations and the terms and provisions of the Lease, Landlord shall have the right to rely on the Term or provision which is most restrictive on Tenant and most favorable to Landlord.

**Common Area Maintenance Expense Increases**

If during the calendar year after the Commencement Date of this lease or during any subsequent calendar year of the primary term of this Lease or any renewal or extension thereof, the Common Area Maintenance Expenses (as hereinafter defined) for such calendar year for the Building (as defined herein) and the land on which the Building is situated shall exceed such Common Area Maintenance Expenses for the calendar year in which the Commencement Date of this Lease occurs, Tenant shall pay to Landlord, upon demand, as additional rental, a proportionate share of such increase, computed on the ratio that the total number of square feet leased to Tenant bears to the total number of rentable square feet in said building. Any payment to be made pursuant to this subparagraph with respect to the calendar year in which this lease terminates shall bear the same ratio to the payment which would be required to be made for the full calendar year and that part of such calendar year which elapses prior to termination of this lease bears to the full calendar year. For purposes of this paragraph, the "Commencement Date" of this lease shall be deemed to be the date on which Tenant first entered into possession of the Premises, or any part thereof or any part of the Building, under this or any prior lease, and a "calendar year" shall be deemed to be a period of twelve months commencing January 1 and ending December 31. Commencing on January 1 next following the end of the calendar year in which the Commencement Date of this lease occurs (the "Base Year") and continuing on the first day of each succeeding calendar month until actual Common Area Maintenance Expenses for the calendar year next following the Base Year are determined, Tenant shall pay to Landlord as additional rental an amount equal to one twelfth (1/12th) of the estimated excess amount of the Common Area Maintenance Expenses for the calendar year next following the Base Year, as reasonably estimated by Landlord. Thereafter, estimated payments shall be made on a monthly basis based upon the prior calendar year's actual Common Area Maintenance Expenses. As soon as reasonably practicable after the end of each calendar year, Landlord will prepare and deliver to Tenant a written statement showing in reasonable detail a full computation of the amount of excess Common Area Maintenance Expenses and indicating Tenant's proportionate share thereof. If such statement indicates that the actual Common Area Maintenance Expenses exceeded estimated Common Area Maintenance Expenses during such calendar year, Tenant shall promptly pay Tenant's proportionate share of such difference to Landlord as additional rental on demand. If such statement indicates that such estimated Common Area Maintenance Expenses exceeded actual Common Area Maintenance Expenses, Landlord shall credit the difference against the next accruing estimated payments.

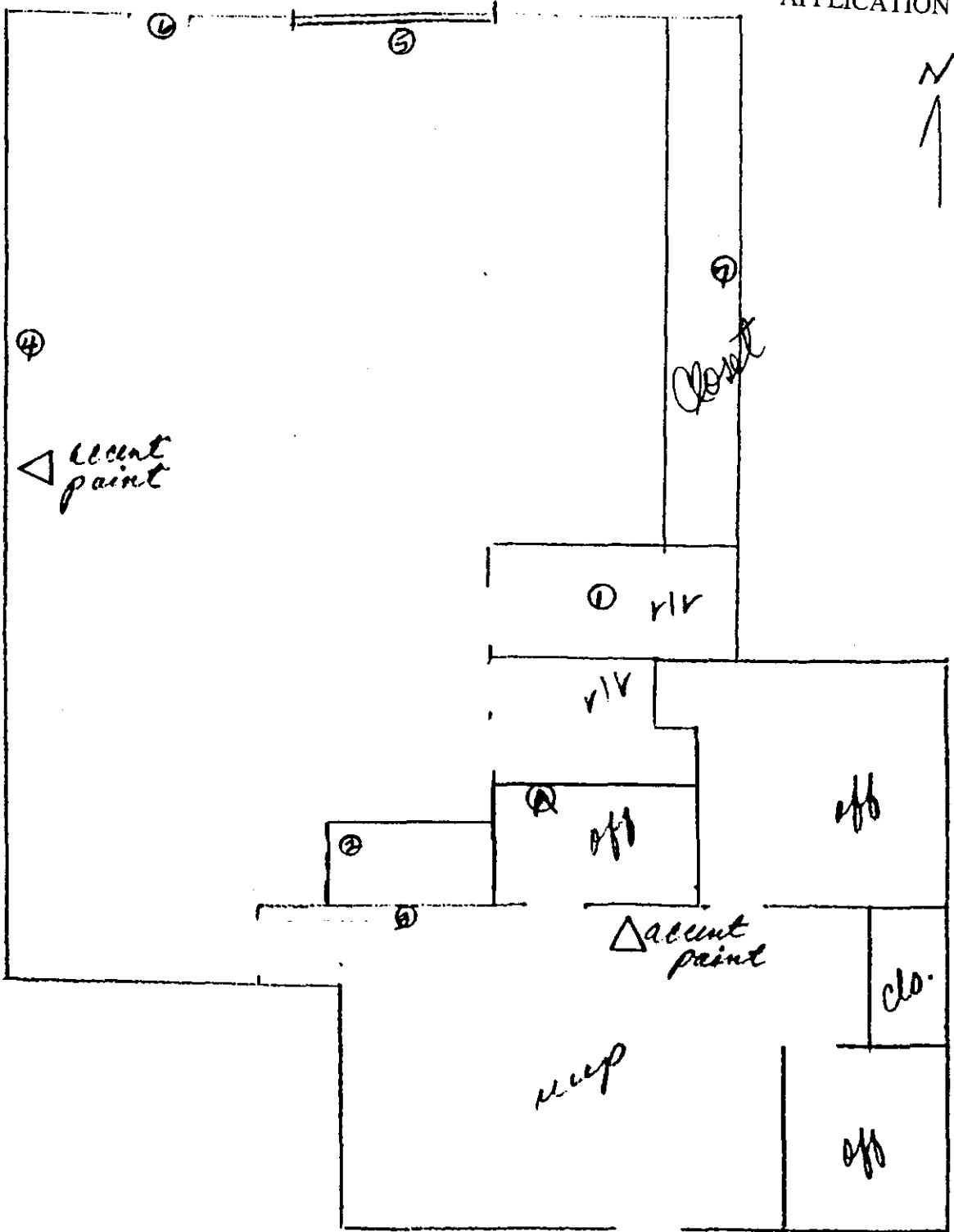
Landlord shall have the right in any full or partial calendar year to adjust the actual or estimated Common Area Maintenance Expenses of the project of which the Premises are a part, to an amount Lessor reasonably calculates would be the Common Area Maintenance Expenses of the project if it were fully occupied and in such case Tenant's proportionate share of excess Common Area Maintenance Expenses shall be based on that amount.

The term "Common Area Maintenance Expenses" as used above shall include all expenses incurred with respect to the maintenance and operation of the project of which, the Premises are a part, including but not limited to, maintenance and repair cost, all supplies, electricity, fuel, water, trash and snow removal, landscape, parking lot, exterior walls, electrical and / or lighting, pest control, amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the project, fees for management expenses that Landlord may from time to time deem necessary to include. "Common Area Maintenance Expenses" shall not, however include any capital improvements to the project, repairs or restoration for which Landlord receives insurance reimbursement, advertising or promotional expenses, depreciation allowance or expenses, leasing, or rental commissions, legal fees or payments on any mortgage or indebtedness of Landlord.

## EXHIBIT "E"--Construction

1. Add Handicapped restroom; modify existing restroom to handicapped standard
3. Add cased opening with counter cap in existing wall
4. TBTP all walls, drop ceiling, add 2x4 lighting to office standard  
add electrical:
  - west wall four 110v duplex outlets
  - east wall relocate two existing 110V duplex outlets
  - north wall add two 110V duplex outlets
  - add four fourplex drop outlets as indicated by "X," carpet
5. Furr out overhead door
6. Exit light
7. Add closet to enclose panel boxes
8. Bring space to City Code
9. Salvage doors and re-use; replace damaged existing doors as needed
10. Install existing wood shelf units in area "A"
11. Modify front entry threshold with concrete apron to raise level of sidewalk and permit wheelchair access

INITIAL	
DA	met
RA	wm



INITIAL	
<i>QJ</i>	<i>not</i>
<i>RA</i>	<i>win</i>

EXHIBIT "F"  
Lease Guarantee

APPLICATION

In order to induce Story Parkside Ltd. ("Landlord") to execute a certain Lease Agreement (the "Lease") of even date herewith between Landlord and Winfree Academy ("Tenant") covering certain Premises in Landlord's property known as Story Business Park situated in the city of Irving, TX, the undersigned (hereinafter referred to individually and collectively as "Guarantor", whether one or more) hereby jointly and severally unconditionally guarantees the full performance of each all of the terms, covenants and conditions of said Lease to be kept and performed by said Tenant, including the payment of all rentals and other charges to accrue thereunder. The undersigned Guarantor further agrees as follows:

1. That this covenant and agreement on its part shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of said Lease entered into by and between the parties thereto, or their successors or assigns, or notwithstanding any assignment of said Lease with or without consent of the Landlord, and no extension, modification, alteration or assignment of the above referenced Lease shall in any manner release or discharge the undersigned, and the undersigned does hereby consent thereto.
2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.
3. Landlord may, without notice, assign this Guarantee in whole or in part, and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor.
4. The liability of the Guarantor under this guarantee shall be primary and that in any right of action which shall accrue to Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned Guarantor.
5. To pay Landlord's reasonable attorney's fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee against the Guarantor, individually and jointly.
6. That the undersigned Guarantor does hereby waive any notice of any demand by the Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease.
7. To waive notice of acceptance of this Guarantee and waive diligence, presentment, and suit on the part of Landlord in the enforcement of any liability obligation or duty guaranteed hereby.
8. That Landlord shall not first be required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other party.

IN WITNESS WHEREOF, the undersigned Guarantor has caused this Guarantee to be executed as of the date set forth on this guarantee. If Guarantor shall be a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. This guarantee must be executed by the president or vice-president and the secretary unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event the bylaws or a certified copy of the resolution, must be attached to this Lease. Also, the appropriated corporate seal must be affixed.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_.

TENANT GUARANTOR:

Signature: Dick Gibbs

DICK GIBBS

Printed Name:

Signature: Melody L Gibbs

MELODY GIBBS

Printed Name:

Address:

Address:

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

ATTEST:

*Michael S. Hart*  
Secretary

## APPLICATION

**Winfree Academy**  
**Graduation Requirements**

**NOTE:** Twenty-two credits are required for graduation from Winfree Academy.

The following courses must be completed (some are optional) in order to be qualified to graduate with a high school diploma from Winfree Academy:

Required Courses	# of Credits	Notes
Required English		
English 1 through 4	4	
Required Math		
Algebra 1	1	
Geometry	1	Other state-approved credits accepted.
Math Models of App.	1	Other state-approved credits accepted.
Required Science		
Integrated Phys/Chem	1	
Biology	1	
Required Social Studies	1	
World History	1	
World Geography	1	
U S History	1	
Economics	½	
Government	½	
Other Required Courses		
P.E.	½	DCP may be substituted
Health	½	
Speech	½	
Mus Hist/Art (fine arts)	1	
*Computer Applications	1	See note at bottom of page
*Keyboarding	1	See note at bottom of page
Electives		Other electives may be transferred in.
Reading I	1	After completion of Eng. 1 and 2
Reading III	1	Advanced Reading Strategies
Community Service	1	Maximum of 1 credit
Student Assistant	1	Maximum of 1 credit
Speech	½	In addition to ½ required credit
Driver's Education	½	
Diversified Career Prep	3	540 hours work plus DCP 1 and 2
DCP Academic 1	½	Marketing Yourself
DCP Academic 2	½	Careers
Ind & Family Living	½	

\*1/2 credit in Computer Applications can be earned automatically upon logging 90 hours in the PLATO program. ½ credit of Keyboarding can be earned after logging 45 hours.

***Winfree Academy***  
**Sundry Forms and Minor Procedures**  
**Used by Winfree Academy**

Classroom Procedures  
Course Completion Procedures  
Classroom Break Procedures  
Excessive Absence Procedures  
Purchasing Procedures  
Referral to Counselor  
Student Self-Assessment Form  
Procedural Violation Record  
Discipline Referral Form  
Vocational Program Sign-Up Form  
Add/Drop Form  
Certificate of Course Completion  
Employee Change of Information Form  
Arrival/Departure Procedures  
Class Schedules  
Computer Lab Schedules  
Saturday School Forms  
Excessive Absentee Letter (5-day, 7-day, 9-day)  
Team Leader Instructions for Reporting Course Completion  
Classroom Break Schedule  
Course Completion Chart  
Student Class Schedule  
Vocational Training Plan Agreement  
Absence Form Request  
Employment Verification and Rating (Vocational)  
Teacher 3-Week Attendance Register (sample)  
Attendance Slips  
Long-Range Student Schedule  
Withdrawal Forms  
Texas Academic Achievement Record  
Verification of Enrollment and Attendance  
Pass for Leaving Classroom  
Notice of Withdrawal  
Notice of Internal Student Transfer  
Greeting Day Procedures  
Community Service Record  
Student Attendance Commitment  
Free/Reduced Lunch Forms  
Health Requirements Form

# Employee Absence Form

Winfree Academy  
Charter School  
APPLICATION

## Employee Information

First Name

Last Name

S.S. Number

Home Phone

Campus Assignment

Employment Assignment

## Absence Information

Date Of Absence

### Reason For Absence

- Illness
- Emergency
- Funeral (Immediate Family)
- Jury Duty
- Military
- School Duty/Off Campus
- Other...

### Detailed Explanation

# Employee Absence Form

Winfree Academy  
Charter School

## Employee Information

First Name

Last Name

S.S. Number

Home Phone

Campus Assignment

Employment Assignment

## Absence Information

Date Of Absence

### Reason For Absence

- Illness
- Emergency
- Funeral (Immediate Family)
- Jury Duty
- Military
- School Duty/Off Campus
- Other...

### Detailed Explanation

**Winfree Academy**

*Charter School*

ATTACHMENT 20

**Check Request**

**First Name:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

**Date Requested:** \_\_\_\_\_

**Date of Check Delivery** \_\_\_\_\_

**Amount Requested:** \_\_\_\_\_

**Campus:** \_\_\_\_\_

Please write a brief description of why you need the check and attach an itemized list.

Address check should be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by: \_\_\_\_\_

Campus Director Signature

Date

**For Office Use Only**

Check Number \_\_\_\_\_

Date Check Was Mailed \_\_\_\_\_

PETTY CASH VOUCHER

Date: \_\_\_\_\_ Amount\*: \_\_\_\_\_

Person Requesting Reimbursement: \_\_\_\_\_

Items Purchased (general description): \_\_\_\_\_

Reason: \_\_\_\_\_

Budget Code: \_\_\_\_\_

Approved: \_\_\_\_\_ Received: \_\_\_\_\_

(ATTACH RECEIPTS)

\*Sales tax cannot be reimbursed.

PETTY CASH VOUCHER

Date: \_\_\_\_\_ Amount\*: \_\_\_\_\_

Person Requesting Reimbursement: \_\_\_\_\_

Items Purchased (general description): \_\_\_\_\_

Reason: \_\_\_\_\_

Budget Code: \_\_\_\_\_

Approved: \_\_\_\_\_ Received: \_\_\_\_\_

(ATTACH RECEIPTS)

\*Sales tax cannot be reimbursed.



**Winfree Academy Charter School  
Irving, Texas**

THE STATE OF TEXAS |

**AT-WILL CONTRACT**

THE COUNTY OF DALLAS |

This contract made and entered into by and between the Board of Directors of the Winfree Academy Charter School, referred to herein as "School" and \_\_\_\_\_ referred to herein as "Employee".

**WITNESSETH**

1. **EMPLOYMENT:** That the School hereby agrees to employ said Employee to perform those duties assigned and for which Employee is qualified. The School hereby agrees to employ said Employee as defined under Section 21.002 Texas Education Code, and in accordance with Sections 21.201 through 21.211 of the Texas Education code. Said employee agrees to accept such employment and to serve the School performing such assignments and responsibilities as assigned by the School's Superintendent. The Superintendent's initial assignment for you as an Employee under this contract with the Winfree Academy Charter School is Academic Specialist/Teacher.
2. **TERM:** The term of this contract shall be for ONE year from August 1, 2000, through June 1, 2001. The contract is effective from the date of execution hereof. It is agreed that thereafter, Employee will not be released during the contract term unless it is found by the School to be in the School's best interest to do so. It is further agreed that the Winfree Academy Charter School may terminate this contract pursuant to the terms and policies adopted by the School and as they may be amended from time to time. This agreement is NOT to be construed so as to grant any right of renewal. No showing of good cause shall be necessary to non-renewal hereof. No tenure or right of continued employment is created by this contract. It is understood and agreed that no property interest, express or implied, is created in continued employment beyond the contract term, nor in any specific assignment to any position, duties, or responsibilities. For the purposes of renewal, "the same professional capacity" shall mean that position in which the Employee is assigned as of March of the last year of the term hereof. Employee contracts are for 190 working days.
3. **CONDITIONS:** All contracts of employment are subject to any necessary reduction of school personnel. This contract may be terminated by the School in the event that any necessary reduction of school personnel may be required. This contract is further subject to available funds and subsequent salary schedules and such other adjustments in duration and rate of compensation as determined by the Winfree Academy Charter School Board to be necessary for the School to operate within its adopted budget and appropriations. It is understood and agreed by the parties to this contract that employment in a federal or state funded position is expressly conditioned upon availability of sufficient federal or state funding for the position.
4. **COMPENSATION:** The School agrees to pay Employee for services rendered pursuant to this contract an annual salary as may be provided in salary schedules approved, adopted, and authorized by the Board of Directors applicable for or to the position to which, from time to time, the Employee is assigned. Applicable compensation shall be payable in equal consecutive monthly installments according to the School's monthly payroll calendar, until the termination date of this contract or unless earlier terminated by the School as herein provided.
5. **REASSIGNMENT:** The School reserves the right through its Superintendent to assign and/or reassign said Employee to any school duties or position at any time during the term of this contract which the School or its Superintendent deems proper and/or is in the best interest of the School. Employee agrees such reassignment shall not constitute a demotion, Board Policies notwithstanding.

6. **DUTIES AND RESPONSIBILITIES:** It is understood and agreed by the parties hereto that said Employee shall perform his/her assigned duties to the best of his/her skills and abilities and shall discharge the duties required by the rules and regulations of the State Board of Education, and such rules and regulations as may be determined by said School and/or its Superintendent in effect when this contract is signed or as may hereafter be adopted during the term of this contract. Failure to comply with any of these rules and regulations may be cause for immediate termination of this contract.
7. **PERSONNEL RECORDS:** Said Employee agrees that prior to entering upon his/her duties under this contract, he/she will file with the Superintendent the following documents and credentials: service record, required certificates, transcript, birth certificate, executed statutory oath of office, and such other records and credentials as may be required. It is understood and agreed upon by the parties hereto that no salary check will issued until all of these required records and credentials have been turned in to the Superintendent's office or the office of his designee. Any misrepresentation of these records may be grounds for dismissal.
8. **COMPLETION OF RECORDS:** It is further agreed that said Employee shall make a full and complete term report and shall deliver all required reports and records properly completed to the Superintendent or his designee before receiving pay for the last month of service to the School.
9. The parties agree that this contract supersedes all prior agreements and representations concerning employment of the Employee.
10. This contract is conditioned on Employee providing and maintaining necessary certification and experience records, medical records, other state-mandated credentials, oath of office, and other records required for the personnel files or payroll purposes. Any misrepresentation may be grounds for dismissal.

EXECUTED IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, A.D.

BOARD OF DIRECTORS OF WINFREE  
ACADEMY CHARTER SCHOOL

By: \_\_\_\_\_  
Chief Executive Officer, Board of Directors

By: \_\_\_\_\_  
Employee

ATTEST:

\_\_\_\_\_  
Superintendent

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Lancaster ISD  
PO Box 400  
Lancaster, TX 75146-0400

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Hurd-Eubank-Belford ISD  
1849 Central Dr.  
Bedford, TX 76022-6046

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Darland ISD Supt  
230 Skidwi Dr.  
Darland, TX 75040-4616

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Sumpster ISD  
417 Snipp Rd  
Sumpster, TX 75182-4544

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Aubrey ISD  
415 Linsell  
Aubrey, TX 76227-9619

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Crowley ISD  
PO Box 688  
Crowley, TX 76036-0688

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
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Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Aubrey ISD  
415 Linsell  
Aubrey, TX 76227-9619

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Lake Dallas ISD  
PO Box 548  
Lake Dallas, TX 75065-0548

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Dallas ISD  
3700 Ross Ave  
Dallas, TX 75204-5496

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Crowley ISD  
PO Box 688  
Crowley, TX 76036-0688

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Keller ISD  
304 Jerome St  
Keller, TX 76242-3447

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt White Settlement ISD  
401 South Cherry Lane  
White Settlement, TX 76081-0202

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
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Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Lake Dallas ISD  
PO Box 548  
Lake Dallas, TX 75065-0548

S Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Argyle ISD  
PO Box 989  
Argyle, TX 76226-0989

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Dallas ISD  
3700 Ross Ave  
Dallas, TX 75204-5496

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Keller ISD  
304 Jerome St  
Keller, TX 76242-3447

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt White Settlement ISD  
401 South Cherry Lane  
White Settlement, TX 76081-0202

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Arlington ISD  
1203 W. Pioneer Parkway  
Arlington, TX 76013-6246

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Wilmer Hutchins ISD  
3820 E. Illinois Ave  
Dallas, TX 75216-4140

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Everman ISD Supt  
608 Sawney Ar.  
Everman, TX 76140-5206

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Mansfield ISD  
605 E. Broadway  
Mansfield, TX 76063-1794

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Levelland ISD Supt  
PO Box 217  
Levelland, TX 75067-0217

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Sanger ISD  
PO Box 178  
Sanger, TX 76266-0178

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Ponder ISD  
PO Box 278  
Ponder, TX 76259-0278

PS Form 3817, Mar. 1989

U.S. POSTAGE  
PAID  
IRVING, TX  
PERMIT NO. 100  
JAN 7 1989  
09 05  
00042204010



APPLICATION

ATTACHMENT

22

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Cyle ISD  
300 Rowan St.  
Cyle, Tex 76020-3194

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Kennedale ISD Supt  
PO Box 467  
Kennedale, Tex 76060-0467

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Coppell ISD  
200 S. Denton Tap Rd  
Coppell, Tex 75019-3205

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Mesquite ISD  
405 East Dennis St.  
Mesquite, Tex 75149-4701

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Little Elm ISD  
500 Lake Lane  
Little Elm, Tex 75268-5220

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Lake Worth ISD  
6800 Telephone Rd  
Lake Worth, Tex 76135-2771

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
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Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Eagle Mtn - Saginaw ISD  
PO Box 79160  
W. Worth, TX 76179-9160

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt DeSoto ISD  
200 E. Beltline Rd  
DeSoto, TX 75115-5795

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Richardson ISD  
400 S. Greenville Cwe.  
Richardson, TX 75081-1477

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Pilot Point ISD  
9205 Harrison St.  
Pilot Point, Tex 76258-9524

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Denton ISD  
PO Box 2387  
Denton, Tex 76202-2387

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Krum ISD  
809 E. McEnt  
Krum, Tex 76249-9649

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
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Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Cedar Hill ISD  
200 S. Hwy 67  
Cedar Hill, Tex 75104-0247

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Castleberry ISD  
315 Churchill Rd  
W. Worth, Tex 76114-3729

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Carrollton - Farmers Branch  
PO Box 115186  
Carrollton, Tex 75011-5186

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Carroll ISD  
1201 N. Carroll Ave  
Southlake, Tex 76092-9405

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Hurstville ISD  
6125 E. Belknap St.  
Haltom City, Tex 76117-4204

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Northwest ISD  
18501 State Hwy 114  
Justin, Tex 76247-82

PS Form 3817, Mar. 1989

U.S. POSTAGE  
IRVING, TX  
JAN 13 1989  
\$0.50  
0004204701

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

Winfree Academy  
201 Brown Dr #190  
Irving, TX 75061

One piece of ordinary mail addressed to:

Supt Grand Prairie ISD  
Box 531170  
Grand Prairie, Tex 75053-1170

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt W. Worth ISD  
100 N. University Dr.  
W. Worth, Tex 7607-3010

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt DeSotoville ISD  
809 S. Main St.  
DeSotoville, Tex 75131-2316

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Grapevine - Colleyville  
3051 Sea E. Woods Cwe  
Grapevine, Tex 76051-339

PS Form 3817, Mar. 1989

One piece of ordinary mail addressed to:

Supt Irving ISD  
Box 152637  
Irving, Tex 75015-2637

PS Form 3817, Mar. 1989

APPLICATION

U.S. POSTAGE  
IRVING, TX  
JAN 13 1989  
\$0.50  
0004204701



9596

**BORDEN CHEMICAL, INC.**

APPLICATION



PMC DIVISON

MELAMINE CHEMICALS GROUP

Winfree Academy  
Mr. Rick Lucero, Campus Director  
7439 South Westmoreland Rd.  
Dallas, TX 75237

August 17, 1999

RE: Donation of furniture and equipment

Dear Mr. Lucero:

Following is a detailed list of furniture and equipment donated to Winfree Academy for their sole use at this school and/or any Charter School Winfree Academy operates in the Dallas, Texas area, now and in the future.

We are proud to be a contributor to Winfree Academy and are pleased that our gift will assist and enable you to do much good work for the at risk youth in our community.

A value of \$7,500 was placed on the furniture and equipment donated to Winfree Academy.

We look forward to visiting with you again when Winfree Academy is opened.

God bless you and your staff for all the hard work, your love and devotion to Winfree Academy and the many kids you will help!

Sincerely,

DeWayne Ahner  
Controller

LISTING OF FURNITURE, EQUIPMENT AND OFFICE SUPPLIES DONATED  
TO WINFREE ACADEMY

Assorted two and four drawer filing cabinets

- 1 Wood grained finished metal two drawer, letter size
- 1 Brown metal two drawer, letter size
- 1 Grey metal four drawer, legal size
- 1 Grey metal top opening two drawer, letter size
- 1 Black metal 5 drawer, legal size

Calculators assorted

- 1 Ten key - large style
- 2 Ten key - small style

Wall dividers & Cube setups

- 10 Regular size grey cloth, free standing
- 1 Mini size grey cloth, free standing
- All Cube walls, cupboards and file cabinets
- 2 light fixtures for wall cubes

Desks & Credenzas

- 4 Desks w/ attached secretary table/credenzas
- 4 Desks green metal w/ formica tops
- 2 Wood desks w/ credenzas
- 8 Single desks
- 1 Metal desk (needs drawer handles)
- 2 Metal desk, 1 grey, 1 tan
- 1 Wood desk
- 1 Small desk table

Assorted Chairs

- 1 Brown leather w/ aluminum frame
- 1 Olive green vinyl w/ aluminum frame
- 4 Orange vinyl w/ aluminum frame
- 2 Orange cloth w/ steel frame
- 1 Green wood
- 1 metal stool
- 1 green, aluminum frame
- 2 hard plastic cream color

Assorted tables

- 1 Brown formica
- 1 Small Wood

Assorted tables - continued

- 1 Computer table
- 2 Wood tables
- 1 Counter top w/ shelves on back side

Wall Mounted Boards

- 2 Cork bulletin boards
- 1 Slate black board
- 1 Slate green board

Office Equipment

- 1 Cannon 740/AP 6110 with manual
- 1 Cannon AP 300
- 1 Typewriter

Miscellaneous Items

- 1 Plastic decorator palm
- 1 metal rack (shelving)
- 10 Plastic /Vinyl carpet saver mats
- 25+ Assorted letter trays, wood & plastic
- 2 Assorted letter holders for typing
- 1 folder binding machine
- 4 boxes of carbon paper
- 3 boxes of letter size and legal size file folders
- Assorted office supplies, paper clips, ball point pens, refills, stamp sponges, staplers, staple removers, rubber stamps, tape dispensers, card files and holders, legal size copy paper, metal black out side mail box, metal waste baskets

ATTACHMENT 24

Winfree Academy Charter School

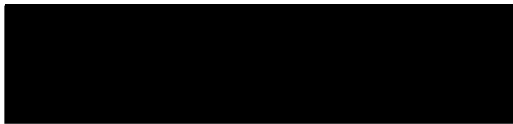
APPLICATION

The following individuals pledge the following amounts to underwrite the start-up of Winfree Academy as a chartered high school, to be effective upon the granting of the Charter:

Total to be guaranteed: \$75,000.00

The proofs of ability to perform are in the form of attachments to this document.

Sources: Personal bonds, Corporate Donation, Savings, Available retirement funds

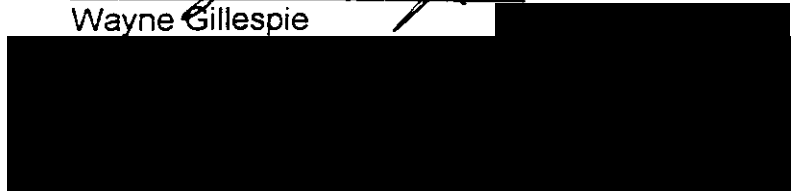


Melody Gibbs  
Melody Gibbs

Matilda Kleifgen  
Matilda Kleifgen

Wayne Gillespie  
Wayne Gillespie

Richard Lucero  
Richard Lucero





# G-H BINDERY, INC.

8610 DIRECTORS ROW DALLAS, TEXAS 75247  
(214) 630-2216 FAX (214) 630-6254

State Board of Education

To Whom It May Concern:

As president of GH Bindery, I am committing to a donation of \$5,000.00 to the Winfree Academy Charter School. This money will be made available to the school upon its award of a charter. Our company is pleased to support these non-profit endeavors.

Sincerely,

*Wayne Hillary* 1-18-00

President



DEPOSIT SYSTEM ACCOUNT INQUIRY [REDACTED] NAME & ADDRESS [REDACTED]  
ACCOUNT [REDACTED] INQUIRY: [REDACTED] SEARCH: [REDACTED] AUTH: [REDACTED]  
NAME: [REDACTED]  
BRANCH: [REDACTED] TYPE: [REDACTED] MAIL CODE: [REDACTED] STATEMENT COPIES: [REDACTED]  
ADDRESS: 1) [REDACTED]  
2) [REDACTED] HOME PHONE: [REDACTED]  
3) [REDACTED] BUS PHONE: [REDACTED]  
4) [REDACTED]

DEPOSIT SYSTEM ACCOUNT INQUIRY - [REDACTED] TRIAL BALANCE [REDACTED]  
ACCOUNT: [REDACTED] INQUIRY: [REDACTED] SEARCH: [REDACTED] AUTH: [REDACTED]  
NAME: [REDACTED]  
BRANCH: [REDACTED] BULKFILE IND: [REDACTED] LEDGR: [REDACTED]  
TYPE ACCT: [REDACTED] OFFICERS: [REDACTED] CURBL: [REDACTED]  
STATUS: [REDACTED] SERV CHG: [REDACTED] AVAIL: [REDACTED]  
DATE LST TRAN: [REDACTED] CHG/NO CHG: [REDACTED] AVLED: [REDACTED]  
DATE LST STMT: [REDACTED] ANAL CYC: [REDACTED] 3C AV CL: [REDACTED]  
DATE LST DEP: [REDACTED] STMT CYC: [REDACTED] OD CODE: [REDACTED]  
DEP: [REDACTED] TIMES OD-Y: [REDACTED] OD LIMIT: [REDACTED]  
OPS: N HOLDS: [REDACTED] RETURNS-Y: [REDACTED]  
DEBITS: [REDACTED] # CREDITS: [REDACTED]  
S IND: [REDACTED] SAV ACCT: [REDACTED] TIMES TRANS: [REDACTED]  
AVGBAL: [REDACTED] C MINBAL: [REDACTED]  
NS OD: [REDACTED] DORM S/C: [REDACTED] DORM INT: [REDACTED]  
LST CONTACT: [REDACTED] LAST NON-DOLLAR: [REDACTED] CLBAL: [REDACTED]  
F EXCEP TERM: [REDACTED] UAF LIMIT: [REDACTED] ACTION CODE: [REDACTED]  
MT ENC: [REDACTED] SWEEP IND: [REDACTED] SW BAL: [REDACTED]  
PD FNDS AVL SCH: [REDACTED] AVAIL EXCEPT CODE: [REDACTED] EXCP FLAG DATE: [REDACTED]  
FERRAL STATUS: [REDACTED] BALANCE RPT IND: [REDACTED]



APPLICATION

STATEMENT OF ACCOUNT  
Page 1 of 2

[REDACTED]

Your *TreasuryDirect* Office  
 TREASURY DIRECT  
 P.O. BOX 660657  
 DALLAS TX 75266-0657  
 PHONE: (214) 922-6770

Payment Information  
 Payments made by direct deposit to:  
 WELLS FARGO BANK  
 Routing Number: [REDACTED]  
 Name on Account: [REDACTED]

Telephone Number: [REDACTED]

Taxpayer Identification No: Confidential

Tax Withholding Status: [REDACTED]

*TreasuryDirect* Account Number: [REDACTED] Total Par as of 12/10/1999: [REDACTED]

ACCOUNT HOLDINGS

SECURITY		SECURITY SUB-ACCOUNT					SCHED. REINV.		NEXT PAYMENT	
CUSIP Description Maturity Date	Total Par	No.	Par Amount	Issue Date	Purchase Price/\$100 of Par	Yield/Rate (%)	Disc Rate (%)	No.	Term	Date Type Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

APPLICATION

STATEMENT OF ACCOUNT

Page 2 of 2

TreasuryDirect Account Number: [REDACTED]

TRANSACTION HISTORY  
For 09/08/1999 to 12/10/1999

Beginning Par Balance on: [REDACTED]						
Date	CUSIP	Description	Transaction Type	Payment Amount	Effect on Par Balance	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	
Ending Par Balance on: [REDACTED]						

IMPORTANT MESSAGE

IN COMING MONTHS, YOU'LL PROBABLY NOTICE SOME POSITIVE CHANGES WE'RE MAKING TO TREASURYDIRECT. THIS INCLUDES CREATING 3 MODERN TREASURYDIRECT OFFICES FROM THE 37 WE NOW OPERATE. THE THREE OFFICES WILL BE LOCATED IN BOSTON, MA; MINNEAPOLIS, MN; AND DALLAS, TX. WATCH FOR A TREASURYDIRECT STUFFER FOR DETAILS, AND LOOK FOR SPECIAL ANNOUNCEMENTS ON YOUR STATEMENT OF ACCOUNT.

"This Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official", Uniform Building Code, Section 307

PERMIT REQUIRED  
FOR OPERATION OF  
COMMERCIAL ALARM  
SYSTEMS. CONTACT  
POLICE DEPT. FOR  
DETAILS - 972-721-2684

## CITY OF IRVING

### CERTIFICATE OF OCCUPANCY

99-00490

NUMBER

The property as described in the application for Certificate of Occupancy, having been inspected and found to comply with the applicable ordinances and laws of the City of Irving, and the current Uniform Building Code, is hereby granted a Certificate of Occupancy.

## NAME OF BUSINESS

WINFREE SCHOOL  
201 BROWN

DR 0190

Type  
Occupancy

E1

Zoning

SP2CCF

## OWNER

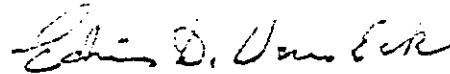
DICK & MELODY GIBBS  
2201 PARKSIDE  
IRVING, TX 75051

AVE

Building Permit No. 8900952

## SPECIAL CONDITIONS

DATE 01/28/00



\_\_\_\_\_  
DIRECTOR—BUILDING INSPECTION DEPARTMENT

Winfree Academy Charter School  
 For the Fiscal Year Ended August 31, 2001 Year One

**Charter School Budget Categories**

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Net Assets at Beginning of Year</b>				\$30,000
<b>Estimated Revenues:</b>				
Local Sources				\$70,000
State Sourc Enrollment of 670 Students				\$2,280,000
Federal Soi Estimated Title 1				\$100,000
Other Sources				\$0
<b>Total Estimated Revenues</b>				<b>\$2,450,000</b>
<b>Estimated Expenses:</b>				
		\$0	\$0	\$0
Payroll Costs	6100			\$1,427,456
Professional and Contracted Servi	6200			\$59,500
Supplies and Materials	6300			\$107,100
Other Operating Costs	6400			\$600,900
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		<b>\$0</b>	<b>\$0</b>	<b>\$2,194,956</b>
<b>Gains</b>	7950			\$255,044
<b>Losses</b>	8950			\$0
<b>Change in Net Assts</b>		<b>\$0</b>	<b>\$0</b>	<b>\$285,044</b>
<b>Net Assets at End of Year</b>				

Winfree Academy Charter School  
For the Fiscal Year Ended August 31, 2001 Year One

## Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100			\$922,656
Professional and Contracted Servi		6200			\$10,000
Supplies and Materials		6300			\$40,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			\$0	\$0	\$972,656
<b>Instructional Resources</b>					
<b>Instruction and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$12,000
Supplies and Materials		6300			\$5,000
Other Operating Costs		6400			\$300,000
Debt Expense		6500			\$0
<b>Total Instr Instructional Resources and Media Services</b>			\$0	\$0	\$317,000
<b>Curriculum Development and Instructional Staff Development</b>					
	13				
Payroll Costs		6100			\$12,000
Professional and Contracted Servi		6200			\$3,000
Supplies and Materials		6300			\$22,000
Other Operating Costs		6400			\$2,000
Debt Expense		6500			\$0
<b>Total Curriculum Development and Instructional Staff Development</b>			\$0	\$0	\$39,000
<b>Instructional Leadership</b>					
	21				
Payroll Costs		6100			\$55,000
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$11,000
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$69,000

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2001 Year One

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>School Leadership</b>	<b>23</b>				
Payroll Costs		6100			\$192,000
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$3,600
Other Operating Costs		6400			\$18,400
Debt Expense		6500			\$0
<b>Total School Leadership</b>			\$0	\$0	\$214,000
<b>Guidance, Counseling and Evaluation Services</b>	<b>31</b>				
Payroll Costs		6100			\$32,000
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$2,000
Other Operating Costs		6400			\$6,400
Debt Expense		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$0	\$0	\$40,400
<b>Social Work Services</b>	<b>32</b>				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$0
<b>Health Services</b>	<b>33</b>				
Payroll Costs		6100			\$32,000
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$1,500
Other Operating Costs		6400			\$6,400
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$0	\$0	\$39,900
<b>Student Transportation</b>	<b>34</b>				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$0	\$0	\$0

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2001 Year One

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Service</b>	<b>35</b>				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Food Service</b>			\$0	\$0	\$0
<b>Co Curricular/ Extracurricular Activities</b>	<b>36</b>				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$5,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Co Curricular/ Extracurricular Activities</b>			\$0	\$0	\$5,500
<b>General Administration</b>	<b>41</b>				
Payroll Costs		6100			\$150,800
Professional and Contracted Servi		6200			\$32,000
Supplies and Materials		6300			\$6,000
Other Operating Costs		6400			\$7,700
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$0	\$0	\$196,500
<b>Plant Maintenance and Operations</b>	<b>51</b>				
Payroll Costs		6100			\$31,000
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$7,500
Other Operating Costs		6400			\$249,000
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operation</b>			\$0	\$0	\$287,500
<b>Security and Monitoring Service</b>	<b>52</b>				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$2,500
Supplies and Materials		6300			\$10,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services</b>			\$0	\$0	\$12,500

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2001 Year One

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Data Processing Services</b>	53				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			\$0	\$0	\$0
<b>Community Services:</b>	61				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising</b>	81				
Payroll Costs		6100			\$0
Professional and Contracted Servi		6200			\$0
Supplies and Materials		6300			\$1,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Fund Raising</b>			\$0	\$0	\$1,000

**Winfree Academy Charter School**  
 For the Fiscal Year Ended August 31, 2002 Year Two

**Charter School Budget Categories**

	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Net Assets at Beginning of Year</b>				\$255,044
<b>Estimated Revenues:</b>				
Local Sources				\$0
State Sources				\$3,420,000
Federal Sources				\$199,192
Other Sources				\$0
<b>Total Estimated Revenues</b>				\$3,619,192
<b>Estimated Expenses:</b>		\$0	\$0	\$0
Payroll Costs	6100			\$2,148,458
Professional and Contracted Service	6200			\$433,750
Supplies and Materials	6300			\$190,400
Other Operating Costs	6400			\$827,692
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		\$0	\$0	\$3,600,300
<b>Gains</b>	7950			\$18,892
<b>Losses</b>	8950			\$0
<b>Change in Net Assts</b>		\$0	\$0	\$0
<b>Net Assets at End of Year</b>				\$273,936

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2002 Year Two

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100			\$1,420,890
Professional and Contracted Service		6200			\$15,000
Supplies and Materials		6300			\$60,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			\$0	\$0	\$1,495,890
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$18,000
Supplies and Materials		6300			\$7,500
Other Operating Costs		6400			\$200,000
Debt Expense		6500			\$0
<b>Instructional Resources and Media Services</b>			\$0	\$0	\$225,500
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$18,000
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$35,000
Other Operating Costs		6400			\$3,000
Debt Expense		6500			\$0
<b>Total Curriculum Development and Instructional Staff Development</b>			\$0	\$0	\$56,000
<b>Instructional Leadership</b>	21				
Payroll Costs		6100			\$78,000
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$4,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$82,500

**Winfree Academy Charter School**  
 For the Fiscal Year Ended August 31, 2002 Year Two

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>School Leadership</b>	<b>23</b>				
Payroll Costs		6100			\$278,400
Professional and Contracted Service		6200			\$3,000
Supplies and Materials		6300			\$5,400
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total School Leadership</b>			\$0	\$0	\$286,800
<b>Guidance, Counseling and Evaluation Services</b>	<b>31</b>				
Payroll Costs		6100			\$40,560
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating		6400			\$0
Debt Expense		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$0	\$0	\$43,560
<b>Social Work Services</b>	<b>32</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$300,000
Supplies and Materials		6300			\$20,000
Other Operating Costs		6400			\$30,000
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$350,000
<b>Health Services</b>	<b>33</b>				
Payroll Costs		6100			\$40,560
Professional and Contracted Service		6200			\$2,250
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$0	\$0	\$42,810
<b>Student Transportation</b>	<b>34</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$0	\$0	\$0

Winfree Academy Charter School  
For the Fiscal Year Ended August 31, 2002 Year Two

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Service</b>	<b>35</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$40,000
Supplies and Materials		6300			\$10,000
Other Operating Costs		6400			\$10,000
Debt Expense		6500			\$0
<b>Total Food Service</b>			\$0	\$0	\$60,000
<b>Co Curricular/ Extracurricular Activities</b>	<b>36</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$8,250
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Co Curricular/ Extracurricular Activities</b>			\$0	\$0	\$8,250
<b>General Administration</b>	<b>41</b>				
Payroll Costs		6100			\$216,248
Professional and Contracted Service		6200			\$48,000
Supplies and Materials		6300			\$9,000
Other Operating Costs		6400			\$20,492
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$0	\$0	\$293,740
<b>Plant Maintenance and Operations</b>	<b>51</b>				
Payroll Costs		6100			\$55,800
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$11,250
Other Operating Costs		6400			\$564,200
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operation</b>			\$0	\$0	\$631,250
<b>Security and Monitoring Service</b>	<b>52</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$5,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services</b>			\$0	\$0	\$5,000

**Winfree Academy Charter School**  
 For the Fiscal Year Ended August 31, 2002 Year Two

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Data Processing Services</b>	53				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$2,500
Supplies and Materials		6300			\$15,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			\$0	\$0	\$17,500
<b>Community Services:</b>	61				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising</b>	81				
Payroll Costs		6100			\$0
Professional and Contracted Service		6200			\$0
Supplies and Materials		6300			\$1,500
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Fund Raising</b>			\$0	\$0	\$1,500

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2003 Year Three

**Charter School Budget Categories**

	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Net Assets at Beginning of Year</b>				\$273,836
<b>Estimated Revenues:</b>				
Local Sources				\$0
State Sources				\$4,788,000
Federal Sources				\$200,000
Other Sources				\$0
<b>Total Estimated Revenues</b>				<b>\$4,988,000</b>
<b>Estimated Expenses:</b>		\$0	\$0	\$0
Payroll Costs	6100			\$2,925,378
Professional and Contracted	6200			\$590,000
Supplies and Materials	6300			\$276,200
Other Operating Costs	6400			\$1,195,200
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		\$0	\$0	<b>\$4,986,778</b>
<b>Gains</b>	7950			\$1,222
<b>Losses</b>	8950			\$0
<b>Change in Net Assts</b>		\$0	\$0	\$0
<b>Net Assets at End of Year</b>				<b>\$275,058</b>

**Winfree Academy Charter School**  
For the Fiscal Year Ended August 31, 2003 Year Three

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100			\$1,937,578
Professional and Contracted		6200			\$21,000
Supplies and Materials		6300			\$80,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction</b>			\$0	\$0	\$2,038,578
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$20,000
Supplies and Materials		6300			\$12,000
Other Operating Costs		6400			\$200,000
Debt Expense		6500			\$0
<b>Instructional Resources and Media Services</b>			\$0	\$0	\$232,000
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$28,000
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$50,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Curriculum Development and Instructional Staff Development</b>			\$0	\$0	\$78,000
<b>Instructional Leadership</b>	21				
Payroll Costs		6100			\$97,000
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$6,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$103,000

Winfree Academy Charter School  
For the Fiscal Year Ended August 31, 2003 Year Three

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>School Leadership</b>	23				
Payroll Costs		6100			\$346,000
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$7,200
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total School Leadership</b>			\$0	\$0	\$353,200
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100			\$90,000
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$4,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$0	\$0	\$94,000
<b>Social Work Services</b>	32				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$400,000
Supplies and Materials		6300			\$40,000
Other Operating Costs		6400			\$60,000
Debt Expense		6500			\$0
<b>Total Instruction Leadership</b>			\$0	\$0	\$500,000
<b>Health Services</b>	33				
Payroll Costs		6100			\$78,000
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$3,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$0	\$0	\$81,000
<b>Student Transportation</b>	34				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$10,000
Supplies and Materials		6300			\$10,000
Other Operating Costs		6400			\$10,000
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$0	\$0	\$30,000

For the Fiscal Year Ended August 31, 2003 Year Three

## Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Service</b>	<b>35</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$50,000
Supplies and Materials		6300			\$15,000
Other Operating Costs		6400			\$15,000
Debt Expense		6500			\$0
<b>Total Food Service</b>			\$0	\$0	\$80,000
<b>Co Curricular/ Extracurricular Activities</b>	<b>36</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$11,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Co Curricular/ Extracurricular Activities</b>			\$0	\$0	\$11,000
<b>General Administration</b>	<b>41</b>				
Payroll Costs		6100			\$274,400
Professional and Contracted		6200			\$64,000
Supplies and Materials		6300			\$12,000
Other Operating Costs		6400			\$22,600
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$0	\$0	\$373,000
<b>Plant Maintenance and Operations</b>	<b>51</b>				
Payroll Costs		6100			\$74,400
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$15,000
Other Operating Costs		6400			\$887,600
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operation</b>			\$0	\$0	\$977,000
<b>Security and Monitoring Service</b>	<b>52</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$10,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services</b>			\$0	\$0	\$10,000

Winfree Academy Charter School  
For the Fiscal Year Ended August 31, 2003 Year Three

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Data Processing Services</b>	<b>53</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$4,000
Supplies and Materials		6300			\$20,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Data Processing Serv</b>	<b>53</b>		\$0	\$0	\$24,000
<b>Community Services:</b>	<b>61</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising</b>	<b>81</b>				
Payroll Costs		6100			\$0
Professional and Contracted		6200			\$0
Supplies and Materials		6300			\$2,000
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Fund Raising</b>			\$0	\$0	\$2,000

Cash Flow Projection Worksheet Year 1  
 For the Fiscal Year Ended August 31 312,001

**Winfree Academy Charter School**

Contact Person:  
 Telephone

**Dick Gibbs**  
**972/313-9294**

Rounded to even \$	September	October	November	December	January	February	March	April	May	June	July	August
<b>Cash Inflows</b>												
Beg Balance	\$30,000	\$38,000	\$4,927	-\$3,146	\$28,781	\$60,708	\$92,635	\$124,562	\$156,489	\$188,416	\$220,343	\$252,270
Local Sources	\$70,000											
State Sources	\$350,768	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384	\$175,384
Federal Sources	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Loans												
<b>Total Receipts</b>	<b>\$429,101</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>	<b>\$183,717</b>
<b>Cash Outgoes</b>												
Payroll	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088	\$122,088
Professional Services	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377	\$5,377
Rent	\$19,924	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962	\$9,962
Utilities	\$6,692	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346	\$3,346
Other Services	\$3,508	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754	\$1,754
Supplies	\$16,251	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512	\$8,512
Travel & Other Operation	\$751	\$751	\$751	\$751	\$751	\$751	\$751	\$751	\$751	\$751	\$751	\$751
Principal & Interest for Loans and other Financing Obligations												
Purchase of Equipment, furniture, buildings, land and other capital outlay	\$245,000	\$65,000	\$40,000									
<b>Total Cash Outgoes</b>	<b>\$419,591</b>	<b>\$216,790</b>	<b>\$191,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>	<b>\$151,790</b>
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	<b>\$8,333</b>	<b>-\$33,073</b>	<b>-\$8,073</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>	<b>\$31,927</b>
<b>Ending Balance</b>	<b>\$39,510</b>	<b>\$4,927</b>	<b>-\$3,146</b>	<b>\$28,781</b>	<b>\$60,708</b>	<b>\$92,635</b>	<b>\$124,562</b>	<b>\$156,489</b>	<b>\$188,416</b>	<b>\$220,343</b>	<b>\$252,270</b>	<b>\$284,197</b>

Cash Flow Projection Worksheet Year 2  
For the Fiscal Year Ended August 31, 2002

Winfree Academy Charter School

Contact Person:

Dick Gibbs

Telephone

972/313-9294

Rounded to even \$	September	October	November	December	January	February	March	April	May	June	July	August
Cash Inflows												
Beg Balance	\$284,197	\$451,385	\$417,239	\$374,760	\$363,558	\$352,356	\$341,154	\$329,952	\$318,750	\$307,548	\$296,346	\$285,144
Local Sources												
State Sources	\$526,153	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076	\$263,076
Federal Sources	\$16,666	\$16,666	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Loans												
Total Receipts	\$542,819	\$279,742	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409	\$271,409
Cash Outgoes												
Payroll	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539	\$180,539
Professional Services	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
Rent	\$29,230	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615	\$14,615
Utilities	\$10,046	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023	\$5,023
Other Services	\$17,854	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377
Supplies	\$25,254	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626	\$12,626
Travel & Other Operation	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958	\$1,958
Principal & Interest for Loans and other Financing Obligations												
Purchase of Equipment, furniture, buildings, land and other capital outlay	\$101,250	\$81,250	\$81,250	\$49,973	\$49,973	\$49,973	\$49,973	\$49,973	\$49,973	\$49,973	\$49,973	\$49,973
Total Cash Outgoes	\$375,631	\$313,888	\$313,888	\$282,611	\$282,611	\$282,611	\$282,611	\$282,611	\$282,611	\$282,611	\$282,611	\$282,611
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	\$167,188	-\$34,146	-\$42,479	-\$11,202	-\$11,202	-\$11,202	-\$11,202	-\$11,202	-\$11,202	-\$11,202	-\$11,202	-\$11,202
Ending Balance	\$451,385	\$417,239	\$374,760	\$363,558	\$352,356	\$341,154	\$329,952	\$318,750	\$307,548	\$296,346	\$285,144	\$273,942

Cash Flow Projection Worksheet Year 3  
For the Fiscal Year Ended August 31, 2003

Winfree Academy Charter School

Contact Person:

Dick Gibbs

Telephone

972/313-9294

Rounded to even \$	September	October	November	December	January	February	March	April	May	June	July	August
Cash Inflows												
Beg Balance	\$273,942	\$280,979	\$288,016	\$286,720	\$285,424	\$284,128	\$282,832	\$281,536	\$280,240	\$278,944	\$277,648	\$276,352
Local Sources												
State Sources	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000
Federal Sources	\$16,666	\$16,666	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Loans												
Total Receipts	\$415,666	\$415,666	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333	\$407,333
Cash Outgoes												
Payroll	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664	\$245,664
Professional Services	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083
Rent	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Utilities	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Other Services	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574	\$25,574
Supplies	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350	\$14,350
Travel & Other Operation	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Principal & Interest for Loans and other Financing Obligations												
Purchase of Equipment, furniture, buildings, land and other capital outlay	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458	\$73,458
Total Cash Outgoes	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629	\$408,629
Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month	\$7,037	\$7,037	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296	-\$1,296
Ending Balance	\$280,979	\$288,016	\$286,720	\$285,424	\$284,128	\$282,832	\$281,536	\$280,240	\$278,944	\$277,648	\$276,352	\$275,056

Due to the efficiency of the Winfree system, surplus funds can be used to create wrap-around services, make capital improvements, and enhance the use of technology for Winfree students.

Referral Information for the Student Assistance Team

APPLICATION

Instructions: This form reflects information gathered for the Student Assistance Team's consideration.



Is this student currently receiving any Special Education Services? If yes, do Not fill out this form. Please contact the Campus Director. If no, please continue.

- INSTRUCTIONS:
- Information to be collected by campus SAT designee prior to SAT Meeting.
  - Vision and Hearing screenings must be dated within the previous calendar year.
  - The team leader may contact the parents for medication information not available at school.
  - Special Education teacher can provide information about previous referral(s) to Special Education.

Student Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

Referred By: \_\_\_\_\_ Information Collected by: \_\_\_\_\_

Medical Information

Vision screening results: \_\_\_\_\_ Date: \_\_\_\_\_

Hearing screening results: \_\_\_\_\_ Date: \_\_\_\_\_

Please list any medications student is currently taking:

\_\_\_\_\_

Does this student have any health problems? If yes, please elaborate:

\_\_\_\_\_

\_\_\_\_\_

Please list any significant factors outside school which could be influencing or affecting this student's school performance:

\_\_\_\_\_

Has student been retained? If yes, when: \_\_\_\_\_ Grade? \_\_\_\_\_ Why? \_\_\_\_\_

List any community resources and/or other outside services that have been used and/or are currently being used. Include how long the service has been used and the results.

\_\_\_\_\_

Has student been previously referred for special education testing? If yes, list reason for referral:

\_\_\_\_\_

Did the student qualify for services? If yes, what was the eligibility? \_\_\_\_\_

What was the last reported instructional arrangement? \_\_\_\_\_

If yes, list the date the ARD Committee dismissed the student from special education services: \_\_\_\_\_



**Winfree Academy**  
Student's Skill/Behavior Rating Form

APPLICATION

Instructions: This two page form is to be completed by the referring staff member and forwarded to the campus SAT designee prior to the scheduled SAT Meeting.

Rate the student's skills/behavior in relation to other students of the same age:

Poor  
Below Average  
Average  
Above  
Superior  
Not Observed

**A. Receptive English Language Skills**

1. Comprehends word meanings.
2. Follows oral instructions.
3. Comprehends classroom discussions.
4. Remembers information just heard.


**B. Expressive English Language Skills**

1. Displays adequate vocabulary.
2. Uses adequate grammar for general understanding
3. Expresses self fluently when speaking.
4. Relates a sequence of events in order.
5. Organizes and relates ideas and factual information.


**C. Emotional/Behavioral/Social**

1. Cooperates or is compliant with teacher requests.
2. Adapts to new situations without getting upset.
3. Accepts responsibility for own actions.
4. Makes and keeps friends at school.
5. Works cooperatively with others.
6. Has an even, usually happy disposition.
7. Is pleased with good work.
8. Initiates activities independently.
9. Responds appropriately to praise & correction.
10. Resists overcoming discouraged by difficulties or minor setbacks.
11. Poor attention to details.
12. Careless mistakes.
13. Difficulty sustaining attention, easily distracted.
14. Difficulty organizing tasks and activities.
15. Often loses things.
16. Fidgets with hands or feet or squirms in seat.
17. Difficulty playing or engaging in leisure activity quietly.
18. Difficulty waiting turn.
19. Interrupts others.


Rate the student's behavior in relation to other students in the same grade:

Poor  
Below Average  
Average  
Above Average  
Superior  
Not Observed

**D. Motor Coordination**

1. Exhibits adequate gross motor coordination. (walking, running)
2. Displays adequate fine motor coordination.(writing, drawing)


**E. Academic Characteristics**

1. Reads aloud grade level material. (estimated level \_\_\_\_\_)
2. Comprehends grade level material.(estimated level \_\_\_\_\_)
3. Performs math computations.(estimated level \_\_\_\_\_)
4. Spells material adequately.(estimated level \_\_\_\_\_)
5. Writes legibly (estimated level \_\_\_\_\_)
- 6.Retains instruction from week to week.
7. Exhibits organization in accomplishing tasks.
8. Completes tasks on time.


Note: Please attach samples of student's work.

Have you noticed any of the following:

- |                                                                 |                                                         |
|-----------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Withdrawal from friends and family     | <input type="checkbox"/> Runaway                        |
| <input type="checkbox"/> Family problems                        | <input type="checkbox"/> Constant discipline problem    |
| <input type="checkbox"/> Absenteeism                            | <input type="checkbox"/> Tardies                        |
| <input type="checkbox"/> Behavior changes/mood swings (specify) | <input type="checkbox"/> Changes in peer group          |
| <input type="checkbox"/> Trouble with Peers                     | <input type="checkbox"/> Older social group             |
| <input type="checkbox"/> Weight loss or gain (dramatic)         | <input type="checkbox"/> Sleeping in class, lethargic   |
| <input type="checkbox"/> Poor hygiene                           | <input type="checkbox"/> Neglect in personal appearance |
| <input type="checkbox"/> Lack of effort/preparation             | <input type="checkbox"/> Diminished quality of work     |
| <input type="checkbox"/> Hostility toward staff members         | <input type="checkbox"/> Secretive                      |
| <input type="checkbox"/> Legal problems                         | <input type="checkbox"/> Anger outbursts                |

**Notice of Parent and Student Rights  
Section 504 of the Rehabilitation Act of 1973**

The Rehabilitation Act of 1973, commonly referred to as "Section 504", is a nondiscrimination statute enacted by the United States Congress. The purpose of the Act is to prohibit discrimination and to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.

An eligible student under Section 504 is a student who (a) has, (b) has a record of having, or (c) is regarded as having, a physical or mental impairment which substantially limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks.

**504 Rights**

The enabling regulations for Section 504 as set out in Title 34 Code of Federal Regulations (CFR) Part 104 provide parents and/or students with the following rights:

1. You have a right to be informed by the school district of your rights under Section 504. (The purpose of this Notice is to advise you of those rights.) 34 CFR 104.32.
2. Your child has the right to an appropriate education designed to meet his/her individual educational needs as adequately as the needs of non-disabled students are met. 34 CFR 104.33.
3. Your child has the right to free educational services except for those fees that are imposed on non-disabled students or their parents. Insurers and similar third parties are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 CFR 104.33
4. Your child has a right to placement in the least restrictive environment. 34 CFR 104.34
5. Your child has a right to placement in the least restrictive environment. 34 CFR 104.34
6. Your child has a right to an evaluation prior to an initial Section 504 placement and any subsequent significant change in placement. 34 CFR 104.35.
7. Testing and other evaluation procedures must conform with the requirements of 34 CFR 104.35 as to validation, administration, areas of evaluation, etc. Winfree Academy shall consider information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social and cultural background, adaptive behavior, physical or medical reports, student grades, progress reports, parent observations, anecdotal reports, and TAAS scores. 34 CFR 104.35
8. Placement decisions must be made by a group of persons (i.e., the Section 504 Committee), including persons knowledgeable about your child, the meaning of the evaluation data, the placement options, and the legal requirements for least restrictive environment and comparable facilities. 34 CFR 104.35.
9. If eligible under Section 504, your child has a right to periodic reevaluations, generally every three years. 34 CFR 104.35.
10. You have the right to notice prior to any action by the District in regard to the identification, evaluation, or placement of your child. 234 CFR 104.36.
11. You have the right to examine relevant records. 34 CFR 104.36.
12. You have the right to an impartial hearing with respect to the District's actions regarding your child's identification, evaluation, or educational placement, with opportunity for parental participation in the hearing and representation by an attorney. 34 CFR 104.36.
13. If you have questions or concerns regarding your child's identification, evaluation, or educational placement, you may call the District's Section 504 Coordinator at the School. If you, nevertheless, wish to challenge the actions of the District's Section 504 Committee in regard to your child's identification, evaluation, or educational placement, you should file a written Notice of Appeal with the District's 504 Coordinator within fifteen (15) days from the time you received written notice of the Section 504 Committee's action(s). A hearing will be scheduled before an impartial hearing officer and you will be notified in writing of the date, time, and place for the hearing.
14. If you disagree with the decision of the impartial hearing officer, you have a right to a review of that decision by a court of competent jurisdiction. 34 CFR 104.36

**Notice of Nondiscrimination**

You are hereby notified that pursuant to the requirements of the Rehabilitation Act of 1973, Winfree Academy does not discriminate on the basis of disability in any of the programs and services offered by the district. Qualified students with disabilities are entitled to be provided with regular or special education and related aides and services that are designed to meet individual educational needs as adequately as the needs of non-disabled persons are met. You may contact the school for more information and for the name of the person or persons in the district responsible for coordinating the district's efforts to comply with this law. [CRF 104.7(a), 34 CFR 104.8(a), 34 CFR 104.33(b)]

Section 504 Committee Report

Student Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Grade: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

- 1.  The parent/guardian/student received a written 5-day notice of this meeting.
- 2.  This student **does not** qualify under Section 504.
- 3.  This student **does** qualify under Section 504.
  - Student has a physical or mental impairment, which substantially limits one or more major life activities.
  - Student has a history of such an impairment.
  - Student is regarded as having such an impairment.
  - Student qualifies for dyslexia program.

4. Nature of disability/suspected disability.

\_\_\_\_\_  
\_\_\_\_\_

5. Major life activity **substantially limited** by this disability:

\_\_\_\_\_

6. If 504 eligible, complete Section 504 Accommodation Plan.  
If student qualifies for Section 504 for reasons of dyslexia, the dyslexia modification checklist may also be used as supplemental documentation.

7. If not 504 eligible, list recommendations as needed, including referral back to the SAT.

\_\_\_\_\_

8. Is the purpose of the 504 Committee meeting to consider a significant change in placement because of disciplinary reasons?     Yes     No  
If yes, the Committee must complete the Manifestation Determination report.

Section 504 Committee Members

Signature

Position

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Modification Checklist

Instructions: This form is to be completed in the SAT meeting and distributed to all instructional personnel working with the student. The SAT campus designee is responsible for form dissemination.

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

The following adaptations are appropriate and necessary for this student. Implementation of adaptation listed is not optional. Implementation is required.

Check all that apply.

**Pacing**

- |                                                                              |                                                      |                                                                                       |
|------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/> Extend time requirement                             | <input type="checkbox"/> Vary activity often         | <input type="checkbox"/> Allow breaks                                                 |
| <input type="checkbox"/> Omit assignments requiring copy in timed situations | <input type="checkbox"/> Note taking assistance      | <input type="checkbox"/> School texts sent home for summer preview for preview/review |
| <input type="checkbox"/> Other: _____                                        | <input type="checkbox"/> Home set of texts/materials |                                                                                       |

**Materials**

- |                                                           |                                                                  |                                                         |
|-----------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Arrangement of material on page. | <input type="checkbox"/> Taped texts and/or other class material | <input type="checkbox"/> Highlighted texts/study guides |
| <input type="checkbox"/> Use supplementary materials      | <input type="checkbox"/> Large print                             | <input type="checkbox"/> Other: _____                   |
| <input type="checkbox"/> Type teacher material            |                                                                  |                                                         |

**Assignments**

- |                                                                                            |                                                                                                                                                               |                                                                     |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Give directions in small, distinct steps (written/picture/verbal) | <input type="checkbox"/> Use written back up for oral directions                                                                                              | <input type="checkbox"/> Lower difficulty level                     |
| <input type="checkbox"/> Reduce paper and pencil tasks                                     | <input type="checkbox"/> Read or tape record directions to students                                                                                           | <input type="checkbox"/> Shorten assignment                         |
| <input type="checkbox"/> Use pictorial directions                                          | <input type="checkbox"/> Utilize compensatory procedures by providing alternate assignments/strategy when demands of class conflict with student capabilities | <input type="checkbox"/> Give extra cues or prompts                 |
| <input type="checkbox"/> Adapt worksheets, packets                                         |                                                                                                                                                               | <input type="checkbox"/> Allow student to record or type assignment |
| <input type="checkbox"/> Avoid penalizing for spelling errors/sloppy                       |                                                                                                                                                               | <input type="checkbox"/> Avoid penalizing for penmanship            |
| <input type="checkbox"/> Other: _____                                                      |                                                                                                                                                               |                                                                     |

**Environmental**

- |                                                                |                                                                   |                                                                    |
|----------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Preferential seating arrangement      | <input type="checkbox"/> Planned classroom seating                | <input type="checkbox"/> Alter physical room                       |
| <input type="checkbox"/> Defines areas concretely              | <input type="checkbox"/> Reduce/ minimize distractions            |                                                                    |
| <input type="checkbox"/> Teach positive rules for use of space | <input type="checkbox"/> Visual <input type="checkbox"/> Auditory | <input type="checkbox"/> Spatial <input type="checkbox"/> Movement |
| <input type="checkbox"/> Other: _____                          |                                                                   |                                                                    |

**Presentation of Subject Matter**

- |                                                                               |                                                                        |                                                         |                                                      |                                  |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------|----------------------------------|
| <input type="checkbox"/> Teach to student's learning style                    | <input type="checkbox"/> Linguistic                                    | <input type="checkbox"/> Logical/Math                   | <input type="checkbox"/> Musical                     | <input type="checkbox"/> Spatial |
|                                                                               | <input type="checkbox"/> Bodily/Kinesthetic                            | <input type="checkbox"/> Interpersonal                  | <input type="checkbox"/> Model Experiential learning |                                  |
| <input type="checkbox"/> Utilize specialized curriculum                       | <input type="checkbox"/> Teacher tape lectures/ discussions for replay | <input type="checkbox"/> Teacher provide notes          |                                                      |                                  |
| <input type="checkbox"/> Functional application of academic skills            | <input type="checkbox"/> Make/use vocabulary files                     | <input type="checkbox"/> Emphasize critical information |                                                      |                                  |
| <input type="checkbox"/> Pre-teach vocabulary                                 | <input type="checkbox"/> Use visual sequences                          | <input type="checkbox"/> Share activities               |                                                      |                                  |
| <input type="checkbox"/> Reduce language level of reading level of assignment |                                                                        | <input type="checkbox"/> Other: _____                   |                                                      |                                  |

Modification Checklist (Continued)

**Self Management/Follow Through**

- Visual daily schedule
- Request parent reinforcement
- Have student repeat directions
- Design/write/use long term assignment timelines
- Teach skill in several settings/environments
- Calendar
- Utilize manipulative
- Teach study skills
- Review and practice in real situations
- Check often for understanding/review
- Use study sheets to organize materials
- Plan for generalizations
- Other: \_\_\_\_\_

**Testing Applications**

- Taped
- Read test to student
- Short answer
- Shorten length
- Oral
- Preview language of test questions
- Multiple Choice
- Extend time frames
- Pictures
- Applications in real settings
- Modify format
- Other: \_\_\_\_\_

**Motivation and Reinforcement**

- Verbal
- Concrete reinforcement, e.g. \_\_\_\_\_
- Planned motivating sequences of activities
- Use strengths/interest often
- Non-verbal
- Other: \_\_\_\_\_
- Positive reinforcement
- Reinforce initiation
- Offer choice

**Social Interaction Support**

- Peer advocacy
- Focus on social process rather than activity/end product
- Teach friendship skills/sharing/negotiation
- Teach social communication skills
  - Greetings
  - Conversation turn taking
  - Sharing
- Peer tutoring
- Structure, shared experiences in school
- Cooperative learning groups
- Structure activities to create opportunities for social interaction
- Use multiple/rotating groups
- Other: \_\_\_\_\_
- Negotiation

Section 504 Accommodation Plan

Note: The implementation of this accommodation plan is not optional. Implementation is required where the 504 Committee has determined an accommodation is necessary.

Student Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Grade: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_ Disability: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

This plan is designed to be implemented from \_\_\_\_\_ to \_\_\_\_\_

Note: Be specific. Designate where accommodations are necessary. If a student needs a specific modification only in one class or area, identify that class or area. Define accommodations (e.g. rather than say "Extended Time for Assignments," define the specific amount of time extension of rather than saying "dyslexia program", specify the details of instruction and scheduling in that program).

Accommodations Required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The committee has determined the following placement to be the least restrictive appropriate placement:

\_\_\_\_\_

The committee assures that the placement decision was made by a group of persons, including those knowledgeable about the student, the meaning of the evaluation data, and the placement options.

Committee Signature

Position

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Referral for Dyslexia Screening

All referrals for the Dyslexia Program are to go through the Student Assistance Team process, with subsequent screening done through Section 504. Filling out this form (by either a teacher or a parent) should trigger the Student Assistance Team to gather information on the student and begin evaluating whether Section 504 screening is necessary.

Date of Referral \_\_\_\_\_ Student's Name \_\_\_\_\_

SSN# \_\_\_\_\_ Date of Birth \_\_\_\_\_ Grade \_\_\_\_\_ Age \_\_\_\_\_

Referred by \_\_\_\_\_ Reason for Referral \_\_\_\_\_

Multiple horizontal lines for writing.

Please complete and return this form to the homeroom teacher of the student being referred. The teacher will promptly submit the form to the campus Student Assistance Team coordinator.

Parent Input Form for Dyslexia Screening

Student Name \_\_\_\_\_ Date \_\_\_\_\_

Checklist completed by \_\_\_\_\_ Relationship to child \_\_\_\_\_

**Family History**

- Yes  No 1. Have any other members of the family had learning problems? Father Mother Sibling
- Yes  No 2. Did your child attend kindergarten?
- Yes  No 3. Has your child received any type of remedial instruction in school? Explain: \_\_\_\_\_  
\_\_\_\_\_
- Yes  No 4. Has your child repeated a grade?

**Physical History**

- Yes  No 1. Has your child ever been critically or chronically ill? Explain: \_\_\_\_\_  
\_\_\_\_\_
- Yes  No 2. Has your child ever had an extremely high fever?
- Yes  No 3. Does your child have any physical problems which you feel may cause difficulty in learning?
- Yes  No 4. Does your child have allergies?
- Yes  No 5. Has your child ever had a severe blow to the head?
- Yes  No 6. Is your child currently taking medication?
- Yes  No 7. Does your child seem to have trouble hearing?
- Yes  No 8. Does your child seem to have trouble seeing?

**Behavior Observations**

- Yes  No 1. Do you have to often repeat instructions to your child?
- Yes  No 2. Does your child seem to have difficulty following directions?
- Yes  No 3. Does your child seem to spend more time than is appropriate on homework?
- Yes  No 4. Does your child seem to need an extraordinary amount of help with homework? If so, what subjects?  
\_\_\_\_\_
- Yes  No 5. Does your child seem to have more difficulty in reading, writing, & spelling than in most other subjects?
- Yes  No 6. Do your child's grades in reading, writing, & spelling seem low compared to his ability to think and understand?
- Yes  No 7. Do you spend time reading to your child?
- Yes  No 8. Does your child seem to enjoy being read to?
- Yes  No 9. Does your child hesitate to read to you?
- Yes  No 10. Does your child talk favorably about school?

Please include any additional information that might help us to help your child.  
Dys-B

Teacher Checklist for Dyslexia

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

Referred By: \_\_\_\_\_ Checklist completed by: \_\_\_\_\_

**Aptitude**

- Yes  No 1. Does student seem to have the intellectual ability to develop reading skills at a level equal to his/her peers?
- Yes  No 2. Has student been administered a recent IO Test? Date: \_\_\_\_\_ Test: \_\_\_\_\_ Results: \_\_\_\_\_

**Behavior**

- Yes  No 1. Does student demonstrate directional problems?
- Yes  No 2. Does student have difficulty with spatial orientation i.e before/after, left/right, etc.
- Yes  No 3. Does student demonstrate a hand preference?  Right  Left
- Yes  No 4. Does student demonstrate a short attention span?
- Yes  No 5. Does student demonstrate difficulty with coordination?
- Yes  No 6. Is student easily distracted from tasks?
- Yes  No 7. Does student exhibit signs of frustration in class?
- Yes  No 8. Is student frequently overly active or a disturbance in class?
- Yes  No 9. Is student often passive or withdrawn?
- Yes  No 10. Does student often forget assignments and/or lose papers?
- Yes  No 11. Does student have difficulty remembering and following directions?
- Yes  No 12. Does student lack organization skills?
- Yes  No 13. Does student show interest and motivation towards school?
- Yes  No 14. Does student enjoy foinf to the library to check out books?

**Speech and Language**

- Yes  No 1. Does student exhibit any abnormal speech patterns?
- Yes  No 2. Does student have difficulty pronouncing any particular sounds?

**Achievement**

- Yes  No 1. Is student unable to read satisfactorily in spite of adequate intelligence and educational opportunity?
- Yes  No 2. Is student's performance in academic tasks often inconsistent?
- Yes  No 3. Are student's written assignments of poorer quality than would be expected considering his/her intellectual potential?
- Yes  No 4. Can student comprehend reading at his/her grade level?
- Yes  No 5. an student explain major facts from stories read silently?
- Yes  No 6. Is student's recall ability limited, especially with words and names?
- Yes  No 7. Are student's math skills on grade level?
- Yes  No 8. Does student have difficulty reciting the alphabet correctly in sequence (not in song or rhyme?)
- Yes  No 9. Does student have difficulty writing the alphabet correctly in sequence?
- Yes  No 10. Does student have difficulty matching lower and upper case letters by name?
- Yes  No 11. Does student have difficulty visually matching identical words and short phrases?
- Yes  No 12. Does student have difficulty with handwriting?
- Yes  No 13. Does student have trouble with drawing, writing, and copying skills?
- Yes  No 14. Does student have difficulty with spelling?
- Yes  No 15. Does student have difficulty discriminating similar words and letter sounds?

**Physical**

- Yes  No 1. Does student take any medication at school?

**Winfree Academy****Dyslexia Modification Checklist**

Student Name: \_\_\_\_\_ Date Modifications Prescribed: \_\_\_\_\_

After a student has been identified as having dyslexic characteristics, one of the options available to the 504 committee for placement is the regular classroom with modifications and/or remedial strategies programming.

The following modifications may be appropriate in the regular classroom. Check those that will apply to this student's instructional program:

- Small group instruction within the Language Arts period that addresses the student's weaknesses in phonological skills
- Individualized instruction when necessary in the areas of decoding and building fluency.
- Time limits adjusted on tests that required reading skills (example: Spelling tests, test involving reading, math tests which contain story problems, etc.)
- Adjusted expectations for spelling in written composition and/or copying from another source.
- Other
- Other

The following remedial programs may be beneficial to students exhibiting dyslexic characteristics. Check those that will apply to this student's instructional program:

- Tutorials during school hours
- After school tutorials
- Summer school
- Other

**Winfree Academy**

**On-Site Counseling Services**

**Becky Lennox, LCDC**

## Counseling/Support Services Provided

APPLICATION

### I. Students & Family

- Individual Counseling Sessions
- Family Interventions/Counseling
- Group Sessions
- Educational Speakers
- Peer Support Groups
- Education & Information
- Self-Esteem Building
- Communication Skills
- Coping Skills
- Relapse Prevention
- Conflict Resolution
- Crisis Intervention

#### Goals:

- Students and their families will be provided with opportunities to cope more effectively with current individual and family issues.
- Families and students in local areas will be provided with resources for support.
- Staff will provide students with an environment in which they can process and learn to cope with current issues.
- Families will be contacted and assisted with conflict resolution by a professional counselor.

### II. Staff Members

- Counselor will provide Education/Workshops for Winfree Academy Staff to assist them in dealing with adolescents in conflict.
- Counselor will be available to Winfree Academy Staff to discuss psychological, emotional, physical, and social needs of students on a case-by-case basis.
- Counselor will be available to Winfree Academy Staff to assist them in problem-solving regarding their own professional and school-related issues.
- Counselor will provide materials to staff to provide guidance in the work environment.

#### Goals:

- Staff/teachers will be provided with information that will enable them to better serve the students of Winfree Academy.
- Staff/teachers will be provided with ongoing professional support.

**III. Community**

- Local business leaders will donate items to motivate students for successful performance.
- Local business leaders will donate individual time to mentor students with social and educational support.
- Community members and business leaders will serve on Winfree Academy advisory board.
- Adults will donate items for students from less fortunate families in times of need.

**Goals:**

- Community members will gain increased awareness of Winfree Academy and its mission.
- Community members will actively provide high-risk Winfree Academy students with role-modeling, motivating those students for greater effectiveness.

**IV. Professional “Support Board”**

- Various professionals in our community will be recruited to actively provide support in a variety of areas.
- Community professionals will promote Winfree Academy and encourage other adults to assist in various levels of assistance with teens.
- Community professionals will offer business advice to the school regarding ways to improve growth and overall effectiveness.

**Goal:**

Board members will be strong leaders in our community, representing Winfree Academy in a positive manner.

**V. Teen Support Group**

- Selected teens will offer a peer support group to assist counselor and staff in needs assessment and communication.
- Teen support group members will work with the community to help educate parents and other adults regarding current teen issues.
- Teen support group members will communicate with local television, radio, and print media to further educate the community on current teen issues.
- Teen support board members will serve on the speaker's bureau and will attend area PTA and other relevant meetings to further educate the community.
- Teen support board members will be trained (by counselor) in needs assessment, conflict resolution, self-esteem, listening and communication skills, the referral process, anger management, relationships, & family dynamics.

**Goal:**

Selected teens offering support to peers and recognize issues to be addressed in the school setting.

**VI. School-Wide Chemical Dependency Program**

- ♦ Assessment of students for chemical dependency issues.
- ♦ Identification of students with chemical dependency issues.
- ♦ Identification of students living in families with chemical dependency issues.
- ♦ Provision of education to students and families on chemical dependency.
- ♦ Provision of education to staff on the process of chemical dependency.
- ♦ Provision of lists of treatment options for chemical dependency.
- ♦ Provision of information on local A/A and N/A groups.
- ♦ Provision of access to recovering members of A/A and N/A for education and understanding of the addiction process.
- ♦ Provision of objectives for students with chemical dependency problems who are involved in the judicial system.

APPLICATION

**Goal:**

Counseling and education will be provided to students and families on the chemical dependency process and options for successful recovery.

Winfree Academy

Dyslexia Status Review Form

The Winfree Academy Guidelines are as follows:

At the conclusion of each school year a 504 meeting will be held for each student in the Dyslexia Program to determine his/her progress and need for placement during the coming year. Any decision to exit a child from the dyslexia program must be based on consideration of several factors. The following measures may contribute to a decision to exit a child from the dyslexia program.

- ☛ Texas Learning Index (TLI) score of 75 or above
- ☛ Student's scoring on grade level or above on a norm referenced test ☐
- ☛ Teacher reports of the child being comfortable with the grade level's curriculum.

Appropriate documentation on the student's progress and status (including this form) shall be placed in the 504 Sleeve and rubber-banded behind the student's cumulative folder.

Student's Name \_\_\_\_\_ Age: \_\_\_\_\_ Current Grade: \_\_\_\_\_

Student's current dyslexia placement (check one):

- \_\_\_\_\_ Regular Classroom with Modifications (remedial strategies)
- \_\_\_\_\_ Dyslexia Program Instruction (outside of regular classroom)
- \_\_\_\_\_ Special Education Program (receiving dyslexia services within a special education class)

Student's TAAS score for current school year (if available) \_\_\_\_\_

Student's TLI score for current school year ( if available) \_\_\_\_\_

Student's score on Reading portion of ITBS test (if available) \_\_\_\_\_

Observations by the student's teacher/s regarding his/her progress and performance through the curriculum (Is student functioning on grade level? What amount of monitoring and assistance is necessary for student to be successful? Etc.)

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Committee decision regarding placement for next school year:

- \_\_\_\_\_ The child should be exited from the dyslexia Program (and subsequently Section 504) base on the information found above ( if this option is checked, parent/guardian notification must be sent home, signed and returned).
- \_\_\_\_\_ Regular Classroom Modifications/Remedial Strategies
- \_\_\_\_\_ Dyslexia Program (outside of regular classroom) If this option is recommended, please describe the program the student is currently using and the point he/she has reached: \_\_\_\_\_
- \_\_\_\_\_ Continue in special education program (this option should only be checked if the child has already been placed in special education through the ARD process)

Committee Members:

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

Dys-E

**Winfree Academy**

**Dyslexia Program Exit Report**

Dear Parent's or Guardian:

Your child \_\_\_\_\_ - has recently received services through Winfree Academy Dyslexia Program. At a recent meeting of the 504 Committee, it was decided that based on your child's progress, she or he should be exited from this program.

If you would like to discuss this decision further, we would be happy to visit with you. Please respond by filling out the form below and returning it to your child's homeroom teacher by \_\_\_\_\_.

Thanks so much.

Sincerely,

\_\_\_\_\_  
Campus 504 Coordinator

-----  
Student's Name \_\_\_\_\_ Parent/ Guardian's Name \_\_\_\_\_

- I agree with the school's decision to exit my child from the Dyslexia Program.
- I disagree with the school's decision to exit my child from the Dyslexia Program and would like to discuss it with a member of the 504 Committee.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(For School Purposes Only)

If parent indicates a desire to discuss the decision, date meeting took place and results:

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

Results: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Texas Education Agency  
Open Enrollment Charter School Applicant  
Biographical Affidavit**

(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Jennifer Susan Rackley Sullivan
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Rackley 2c. Other Names used at any time None
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Marietta, Georgia
5. Business Address: None  
Business Telephone: None
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1999-00	11522 Clipper Circle	Frisco, Texas	75034
1992-99	2521 Willowdale Drive	Carrollton, Texas	75006
1991-92	5626 Spring Valley #42D	Dallas, Texas	75240
1990-91	986 Camden	Lewisville, Texas	75067
7. Education: Dates, Names, Locations and Degrees  
College: East Texas State University (TAMU at Commerce) Commerce, TX; BA; 1971  
Graduate Studies: Stephen F. Austin State University, Nacogdoches, TX; MEd; 1981
8. List Membership in Professional Societies and Associations: ATPE, NCSS, TCSS, TCHE
9. Present or Proposed Position with the Proposed Charter School: None
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
1987- present	Carrollton Farmers Branch ISD;	1600 Josey Lane, Carrollton TX	Teacher
1979-1987	Rusk ISD;	P.O. Box 454, Rusk, TX	Teacher
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

APPLICATION

Texas Education Agency  
William B. Travis Building  
Document Control Center, Room 6-108  
1701 North Congress Avenue  
Austin, TX 78701

This will acknowledge receipt of your application submitted under the Request for Application for (exact title as shown on front cover) numbered (RFP# 701-XX-XXX).

Please reference the Document Control Number shown below in all correspondence regarding this application.

Document Control Number (Assigned by TEA)

Application title (To be completed by applicant)

WINFREE ACADEMY CHARTER SCHOOL  
Applicant's contact person (To be completed by applicant)

MELODY L. GIBBS

CUT ALONG BROKEN LINE AND ATTACH TO FIRST COPY OF APPLICATION

### Application Receipt Acknowledgment

This postcard is provided to expedite the notification of receipt of your application in the Texas Education Agency's Document Control Center. Cut out and self-address this postcard on the reverse side so that it will be returned to the proper person at your organization. Indicate any information that would be helpful to you in identifying this application.

Attach the postcard to the first copy of your application. This postcard will be returned to you with the Document Control Number that will be assigned by the Texas Education Agency.

If you fail to receive this notification of receipt of your application within fifteen (15) days from the date you mailed the application, call:

Texas Education Agency  
Document Control Center  
(512) 463-9304

**Final Documentation: Charter Schools Opening Fall 2000**

Be prepared to supply the following information and documentation to the Charter School Division at the July 20, 2000, orientation. Please note that final authorization to operate the charter school is contingent upon the submission of these documents.

Name of School: Win Free Acad Date of Opening: Aug 15, 2000

Type of Charter: Open Enrollment  75% Rule (At-Risk)

Director of Charter School: Melody Gibbs

Phone Number: 972 313 9294 Fax Number: 972 399 1522

Email Address: kleifgen@gte.net

**Required Final Documentation**

- Federal Assurances  June 28, 2000
- Charter Contract  June 21, 2000
- IRS Determination Letter recognizing the tax-exempt status of the sponsoring entity (not applicable to schools sponsored by universities or governmental entities)
- Certificate of Occupancy for school facility MAY 3, 2000
- Building Inspection Certificate (if local authority  requires such a certificate in addition to a certificate of occupancy)
- Fire Safety Inspection Certificate (if local authority requires such a certificate in addition to a certificate of occupancy)

CHARTER  
CONTINGENCIES

- A status report detailing steps taken to comply with applicable health and safety requirements. Please provide copies of all communications with appropriate enforcement agencies (e.g., local health department, local fire marshal). ✓
- Final site plan ✓
- Final governance documents (to be submitted only if governance information has changed since submission of the charter application)
  1. Submit final copies of the sponsoring entity's articles of incorporation, by-laws, contracts, and other documents required by application or applicable laws ✓  
*Jan 5, 2000*
  2. Updated board members' names, addresses, telephone numbers, biographical affidavits and required disclosures ✓ *copy*
- Evidence of deliberation by school board on the school's insurance coverage plans, including employee health insurance, general liability insurance, property insurance, and directors' and officers' liability coverage, if any. *July 13, 2000*
- Updated budgets ✓
- Final school calendar ✓ *180*

*Hand Name 7-21-00*

*Dick Gibbs 7-21-00*

## **Suggested Considerations for New Charter Schools**

The following is not an exhaustive list. Rather, the matters listed below are merely a few of the many you should address with your governing board prior to opening. In some cases, you are required to have policies and procedures in place by the beginning of school. In all cases, these areas must be addressed near the opening of school, and policies and procedures in these areas will be monitored by TEA during on-site visits. Please feel free, however, to contact your regional education service center or the Charter Schools Division at TEA if you would like to discuss any of the following issues.

### **Special Programs**

- Special education policies and procedures
  
- Bilingual/ESL policies and procedures
  
- Child Nutrition policies and procedures

### **Student Health and Safety Plan**

- Screening schedules (TEC §38.003)
- Immunization Review Plan (TEC §38.002)
- Steroid Notice (Grades 7-12)
- Asbestos management plan
- Student Code of Conduct, including procedures for ensuring that students' due process rights are protected
- Crisis Management Plan

### **Admission and Enrollment**

- Marketing plan covering all parts of geographic area

- Enrollment deadlines
- Admission forms and procedures
- Lottery procedures

### **Student Records Management Plan**

- Procedures to maintain confidentiality of student records
- Procedures for recording student achievement, including provisions for transcripts that comply with state requirements
- Procedures for collecting and maintaining Home Language Surveys
- Procedures for collecting and maintaining information regarding eligibility for the Free and Reduced Price Lunch program
- Procedures for collecting and maintaining student attendance data
- Procedures for distributing and collecting notices required by the Family Educational Right to Privacy Act

### **Personnel**

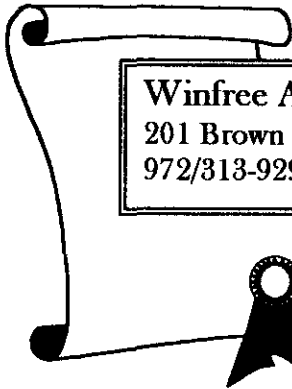
- Procedures for payment of funds owed to the Teacher Retirement System (TRS)
- Procedures for payment of funds owed to the Internal Revenue Service
- Arrangements for Workman's Compensation coverage
- Publication of employee handbook
- Criminal History Checks

**Open Government**

- Policies and procedures for setting board meeting agendas, posting meetings, recording minutes in accordance with state law
- Policies and procedures for providing public access to school records in accordance with state law

**Instruction**

- Textbook adoption and manner of selection
- Curriculum materials and purchase orders
- Lesson plan format/process
- Inservice/Training/Staff Development Plans
- TAAS administration, including procedures for ordering materials, test security, staff training (contact service center for training dates)



Winfree Academy Charter School  
201 Brown Dr. Ste. 190, Irving, Texas 75061  
972/313-9294 fax 972/399-1522

July 17, 2000

Susan Barnes  
Charter School Office  
Texas Education Agency  
1701 N. Congress Ave.  
Austin, TX 78701

Dear Susan:

Enclosed are copies of affidavits for Directors on our Board. Listed below are these Directors:

Melody L. Gibbs                      Chair  
1302 McHam  
Irving, TX 75062  
(972) 871-1615

Wayne B. Gillespie  
4113 Stagecoach Trail  
Irving, TX 75061  
(972) 399-0251

Jennifer S. Sullivan  
11522 Clipper Circle  
Frisco, TX 75034  
(972) 567-5722

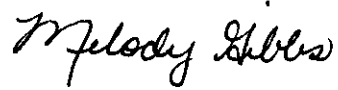
Matilda G. Kleifgen  
3521 E. Bangor Court  
Irving, TX 75062  
(972) 255-1682

CHARTER  
CONTINGENCIES

Richard Lucero, Jr.  
3733 Magnolia Dr.  
Grand Prairie, TX 75052  
(972) 262-0998

William D. Gibbs, Jr.  
P.O. Box 501  
Robert Lee, TX 76945  
(915) 453-4793

Sincerely,

A handwritten signature in cursive script that reads "Melody Gibbs". The signature is written in black ink and is positioned above the printed name and title.

Melody Gibbs  
C.E.O.

**Texas Education Agency  
Open Enrollment Charter School Applicant  
Biographical Affidavit  
(Print or Type)**

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. **Full Name (Initials Not Acceptable):** Matilda Gott Kleifgen
2. **Have you ever had your name changed? No If yes, give reason for the change:**  
 2b. Maiden Name Gott                      2c. Other Names used at any time None
3. **Social Security Number** [REDACTED]
4. **Date and Place of Birth:** [REDACTED] Charleston, West Virginia
5. **Business Address:** None  
**Business Telephone:** None
6. **List your residences for the last ten (10) years starting with your current address, giving:**

Dates	Address	City and State	Zip Code
1992	3521 E. Bangor Court	Irving Texas	75062
1990	1129 Fair Oaks Drive	Irving, Texas	75060
7. **Education: Dates, Names, Locations and Degrees**  
**College:** University of South Carolina; Columbia, SC; BS Education; 1974  
**Graduate Studies:** College of Emporia; Emporia, KS; MS Theology; 1982
8. **List Membership in Professional Societies and Associations:** None
9. **Present or Proposed Position with the Proposed Charter School:** Board Secretary
10. **List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:**

Dates	Employer	Address	Title
11/1999 To Present	Honors Academy	Dallas, Texas	PEIMS/ Title One Director
7/1998 to 8/1999	Education Technology Group	Dallas, Texas	PEIMS Director
9/1997 to 6/1998	Career Edge Learning Center	Irving, Texas	Director
9/1996 to 8/1997	Renaissance Charter School	Irving, Texas	PEIMS Coordinator
9/1993 to 9/1996	Graybar Electric Company	Dallas, Texas	Trainer
10/1982 to 8/1993	Prentice Hall Legal Svc.	New York, NY	Regional Supervisor
11. **Present employer may be contacted:** No  
**Former employers may be contacted:** Yes

CHARTER  
CONTINGENCIES

12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination) State of South Carolina, Department of Education Teaching Certificate 5/74  
American Teachers Professional Educators

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

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

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 10 day of JANUARY, 19 2000, at \_\_\_\_\_  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

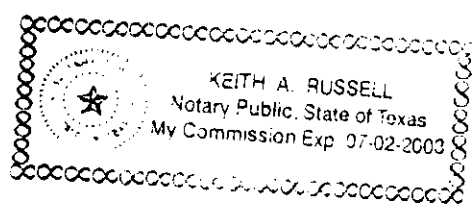
Martida G Kleifgen  
(Signature of Affiant)

State of TEXAS  
County of Dallas

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

Subscribed and sworn to before me this 10 day of JANUARY, 19 2000  
Keith A Russell  
(Notary Public)

My commission expires 7-2-2003



**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. **Full Name (Initials Not Acceptable):** William D. Gibbs, Jr.
2. **Have you ever had your name changed? No If yes, give reason for the change:**  
 2b. **Maiden Name**                      2c. **Other Names used at any time**    None
3. **Social Security Number**                      [REDACTED]
4. **Date and Place of Birth:** [REDACTED]                      Lawton, Okla
5. **Business Address:** NA  
**Business Telephone** NA
6. **List your residences for the last ten (10) years starting with your current address, giving:**

Dates	Address	City and State	Zip Code
'87-00	P.O. Box 501	Robert Lee, TX	76945
7. **Education: Dates, Names, Locations and Degrees**  
**College:** Sul Ross State Univ, B.S. 1962  
**Graduate Studies:** Abilene Christian, Sup't. Cert, 1971; New Mexico Highlands, M.S. 1966
8. **List Membership in Professional Societies and Associations:** NA
9. **Present or Proposed Position with the Proposed Charter School:** Corporation and School Board Member
10. **List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:**

Dates	Employer	Address	Title
May 31, 1986	Retirement under TRS	NA	
1980-1986	Floydada ISD, TX	Floydada, TX	Teacher
1973-1980	Bryson ISD, TX	Bryson, TX	Superintendent
1967-1973	Paint Creek ISD, TX	Paint Creek, TX	Superintendent
11. **Present employer may be contacted:** NA  
**Former employers may be contacted:** Yes
- 12a. **Have you ever been in a position which required a fidelity bond?** No  
**If any claims were made on the bond, give details:** None
- 12b. **Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked?** No
13. **List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination)**
  - Texas Education Agency, Teaching Certificate, Composite Science/Math 1983
  - Texas Education Agency, Mid-Mgt. and Superintendent Certification, 1971

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? If Yes, give details. My son is Superintendent of Winfree Academy Charter School.

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 17 day of July, 1900, at Tyng TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of Texas  
County of Dallas

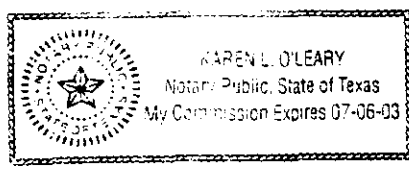
William D. Gibbs Jr.  
(Signature of Affiant)

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

Subscribed and sworn to before me this 17<sup>th</sup> day of July, 1900.

Karen L. O'Leary  
(Notary Public)

My commission expires 7-06-03



**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

Full Name of sponsoring Entity and Name of Proposed Charter School:  
Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Jennifer Susan Rackley Sullivan
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Rackley 2c. Other Names used at any time None
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Marietta, Georgia
5. Business Address: None  
Business Telephone: None
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1999-00	11522 Clipper Circle	Frisco, Texas	75034
1992-99	2521 Willowdale Drive	Carrollton, Texas	75006
1991-92	5626 Spring Valley #42D	Dallas, Texas	75240
1990-91	986 Camden	Lewisville, Texas	75067
7. Education: Dates, Names, Locations and Degrees  
College: East Texas State University (TAMU at Commerce) Commerce, TX; BA; 1971  
Graduate Studies: Stephen F. Austin State University, Nacogdoches, TX; MEd; 1981
8. List Membership in Professional Societies and Associations: ATPE, NCSS, TCSS, TCHE
9. Present or Proposed Position with the Proposed Charter School: None
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
1987- present	Carrollton Farmers Branch ISD;	1600 Josey Lane, Carrollton TX	Teacher
1979-1987	Rusk ISD;	P.O. Box 454, Rusk, TX	Teacher
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

CHARTER  
CONTINGENCIES

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

Texas Education Agency, 1971, Texas Teacher Certificate: Secondary History & Government  
Texas Education Agency, 1981, Texas Teacher Certificate: Mentally Retarded PK-12  
Texas Education Agency, 1981, Texas Teacher Certificate: Professional - Supervisor, PK-12  
Texas Education Agency, 1995, Texas Teacher Certificate: Secondary Social Studies Composite

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

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

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 6 day of January, 2000, at Charlton Texas  
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.

State of Texas  
County of Dallas

Jennifer Fackler Sullivan  
(Signature of Affiant)

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

Subscribed and sworn to before me this 6 day of January, 2000.

Luigi Martin  
(Notary Public)

My commission expires 10-14-2000

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

CHARTER  
CONTINGENCIES

**Full Name of sponsoring Entity and Name of Proposed Charter School:**

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Melody Lynn Gibbs
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name Gillespie 2c. Other Names used at any time Melody Kenney
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] [REDACTED] Dallas, Texas
5. Business Address: 201 Brown St., Suite 190, Irving, Texas  
Business Telephone: 972 313-9294
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
2000	4001 Burkett	Ft. Worth, Texas	76116
1996	1504 Landmark Ct.	Irving, Texas	75060
1993	8 O'Hare Circle	The Colony, Texas	75056
1990	1704 Hartford Dr.	Carrollton, Texas	
7. Education: Dates, Names, Locations and Degrees  
College: University of Texas at Arlington, Arlington, TX, BA History, Teacher Cert., 1983  
Graduate Studies: University of North Texas, Denton, TX, Educational Leadership Cert. 1996
8. List Membership in Professional Societies and Associations: Phi Delta Kappa, Texas Council Social Studies
9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer, Director of Instruction
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
7/99 To Present	Honors Academy	Dallas, Texas	Director of Instruction
7/1998 to 7/1999	Renaissance Charter School	Irving, Texas	Director of Instruction
8/1997 to 8/1998	Birdville I.S.D.	Ft. Worth. Tx	Instructor
9/1996 to 8/1997	Renaissance Charter School	Irving, Texas	Curriculum Dir., Instructor
8/1983 to 8/1996	Carrollton-Farmers Branch ISD	Carrollton, Tx.	Instructor/Trainer
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

CHARTER CONTINGENCIES

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination) State of Texas, Department of Education Teaching Certificate, Social Studies 1983 University of Texas, Department of Education, Leadership Certificate, 1996

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes 1) I will receive a salary (through employee contract) commensurate for the position in local districts as the Director of Instruction. If Yes, give details

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 13 day of January, 19 2000, at I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of County of

(Signature of Affiant)

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

Subscribed and sworn to before me this day of 19 2000.

(Notary Public)



My commission expires

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

Full Name of sponsoring Entity and Name of Proposed Charter School:

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Wayne Bramlett Gillespie
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Avalon, Texas
5. Business Address: 8610 Directors Row, Dallas Texas  
Business Telephone: (214) 630-2216
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1983-present	4113 Stagecoach Tr.	Irving, Texas	75061
7. Education: Dates, Names, Locations and Degrees  
College: Southern Methodist University, 1965 Business Management  
Graduate Studies:
8. List Membership in Professional Societies and Associations: Printing Industry of America *mbd*
9. Present or Proposed Position with the Proposed Charter School: *Board member*
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
12/71 To Present	GH Bindery	Dallas, Texas	Owner
11. Present employer may be contacted: Yes  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

CHARTER  
CONTINGENCIES

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details  
My daughter, Melody Gibbs has been offered the position of Director of Instruction. She is the founder of Winfree Academy

16. Have you ever been adjudged bankrupt? No

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or not to contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No If Yes, give details

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

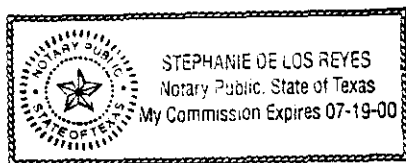
19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 13<sup>th</sup> day of Jan, 19-00, at \_\_\_\_\_  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of Texas  
County of Dallas  
Wayne Gillespie  
(Signature of Affiant)

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

Subscribed and sworn to before me this 13<sup>th</sup> day of January, 19-2000.  
[Signature]  
(Notary Public)



My commission expires 7-19-00

**Texas Education Agency**  
**Open Enrollment Charter School Applicant**  
**Biographical Affidavit**  
(Print or Type)

Full Name of sponsoring Entity and Name of Proposed Charter School:

Winfree Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Richard Lucero Jr.
2. Have you ever had your name changed? No If yes, give reason for the change:  
2b. Maiden Name                      2c. Other Names used at any time
3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Billings, Montana
5. Business Address: 201 Brown St, Suite 190, Irving, Texas 75061  
Business Telephone: (972) 313-9294
6. List your residences for the last ten (10) years starting with your current address, giving:

Dates	Address	City and State	Zip Code
1986	3733 Magnolia Dr.	Grand Prairie	75052
7. Education: Dates, Names, Locations and Degrees  
College: Rocky Mountain College, Billings, Montana BA Psychology; 1968
8. List Membership in Professional Societies and Associations: Minority Contractors Assoc., New Image Business Assoc.
9. Present or Proposed Position with the Proposed Charter School: Executive Board/Treasurer
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

Dates	Employer	Address	Title
7/1999 To Present	Honors Academy	Dallas, Texas	Campus Director
10/1998 to 8/1999	Renaissance Charter School	Irving, Texas	Instructor/Administrator
1/1992 to 10/1998	Hungry Horse Enterprises	Grand Prairie, Tx.	Owner
1990 to 1992	Greater Dallas Chamber of Commerce		Director of Minority Affairs
11. Present employer may be contacted: No  
Former employers may be contacted: Yes
- 12a. Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

12b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

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

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes If Yes, give details I will receive a salary (through employee contract) commensurate for the position in local districts as Campus Site Director.

16. Have you ever been adjudged bankrupt? No

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No If Yes, give details

Dated and signed this 12 day of January, 1990, at I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Richard Lucero  
(Signature of Affiant)

State of Texas  
County of Dallas

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

Subscribed and sworn to before me this 12 day of January, 1990.

Stephanie De Los Reyes  
(Notary Public)

My commission expires 7/19/00



# Winfree Academy Calendar 2000-2001

  - student holidays    
   - staff in-service    
   - TAAS or end-of-course tests    
   - school begins    
 — - end of school

**August**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**January**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**February**

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

**September**

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## Schedule of Events

- August 9, 10, 11 — Staff Development Days
- August 14 — School Begins for Students NEW to Winfree.
- August 15— All other students begin classes
- September 4—School Holiday
- September 12 — Track 1 students begin
- October 9—School Holiday
- October 24,25,26—Exit Level TAAS Testing
- November 22,23,24—School Holiday
- December 22,25,26,27,28,29—School Holiday
- January 1,2,3,4,5—School Holiday
- January 15—Student Holiday/Staff Development
- January 29,30,31 & February 1—End of Course Exams
- February 20,21,22—Exit Level TAAS Testing
- March 12-16—School Holiday
- April 13—School Holiday/Bad Weather Day
- May 21,22,23,24—End of Course Exams (May 24th last day of school for Track 0)
- May 25—Bad Weather Day/School Holiday
- May 26—Staff Development Day
- May 27—Graduation
- May 28-1—School Holiday
- June 29—Last Day of School for Track 1

**March**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**October**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**April**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**November**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**May**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**December**

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**June**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Note: Transfer students enrolling after September 11th are considered "Track 1" students and may attend through June 29th, but those not in a school prior to September 12 will be required to attend through June 29th. (It's the law.)

**A progress record will be sent home with each student the 2nd Thursday of each month.**

# 2000-2001 Charter School

Winfree Academy Charter School 057-828 County District Number

August 00

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 00

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 00

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 00

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 00

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 01

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Track 0 Reporting Periods	[Begin/End]	Days Taught
1 <sup>st</sup> Reporting Period	08/15/00 - 09/26/00	30
2 <sup>nd</sup> Reporting Period	09/27/00 - 11/08/00	30
3 <sup>rd</sup> Reporting Period	11/09/00 - 01/11/01	30
4 <sup>th</sup> Reporting Period	01/10/01 - 02/21/01	30
5 <sup>th</sup> Reporting Period	02/22/01 - 04/11/01	30
6 <sup>th</sup> Reporting Period	04/12/01 - 05/24/01	30
Total Days Taught		180

Holiday ○	Date
Student Holiday	September 4, 2000
Student Holiday	October 9, 2000
Student Holiday	November 22, 23, 24, 2000
Student Holiday	December 22-January 5, 2001
Student Holiday	January 15, 2001
Student Holiday	March 12 - 16, 2001
Student Holiday	April 13, 2001
Student Holiday	May 25, 2001
Student Holiday	May 28 - June 1, 2001

Staff Development □	
August 9, 10, 2000	May 26, 2001

Bad Weather Make Up days ☆	
April 13, 2001	May 25, 2001

Teacher Work Days ▲	
August 11, 2000	January 15, 2001

- Legend**
- Begin Attendance Reporting Period [
  - End Attendance Reporting Period ]
  - Holiday ○
  - Staff Development □
  - Bad Weather Make Up days ☆
  - Teacher Work Days ▲

February 01

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 01

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 01

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 01

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 01

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 01

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# 2000-2001 Charter School

Winfree Academy Charter School 057-828 County District Number

August 00

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 00

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 00

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 00

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 00

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 01

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Track 1

Reporting Periods	[Begin/End]	Days Taught
1 <sup>st</sup> Reporting Period	09/14/00 - 10/26/00	30
2 <sup>nd</sup> Reporting Period	10/27/00 - 12/12/00	30
3 <sup>rd</sup> Reporting Period	12/13/00 - 02/08/01	30
4 <sup>th</sup> Reporting Period	02/09/01 - 03/29/01	30
5 <sup>th</sup> Reporting Period	03/30/01 - 05/11/01	30
6 <sup>th</sup> Reporting Period	05/14/01 - 06/29/01	30
Total Days Taught		180

Holiday ○

Holiday	Date
Student Holiday	September 4, 2000
Student Holiday	October 9, 2000
Student Holiday	November 22, 23, 24, 2000
Student Holiday	December 22 – January 5, 2001
Student Holiday	January 15, 2001
Student Holiday	March 12 – 16, 2001
Student Holiday	April 13, 2001
Student Holiday	May 25, 2001
Student Holiday	May 28 – June 1, 2001

Staff Development □

August 9, 10, 2000	May 26, 2001
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Bad Weather Make Up days ☆

April 13, 2001	May 25, 2001
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Teacher Work Days ▲

August 11, 2000	January 15, 2001
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Legend  
 Begin Attendance Reporting Period [  
 End Attendance Reporting Period ]  
 Holiday ○  
 Staff Development □  
 Bad Weather Make Up days ☆  
 Teacher Work Days ▲

February 01

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 01

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 01

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 01

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 01

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 01

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# CHARTER CONTINGENCIES

## Winfree Academy Charter School 2000-2001 Revenue Projections

	Carrollton B	Coppell	Dallas	Grapevine	HEB	GrandPrairie	Irving	Lewisville	Arlington	Total	
	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Total
Refined ADA	4,920	3,280	14,760	9,020	8,200	9,020	177,940	39,360	4,100	270,600	
Special Education FTEs											
Homebound	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Hospital Class	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Speech Therapy	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Resource Room	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Self-contained Mild	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Self-contained Severe	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Off-home Campus	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
VAC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
State School Students	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Hospital Care & Treatment	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Total Sp Ed FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Total Sp Ed Weighted FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Career & Technology FTEs	0.000	0.000	0.000	0.000	0.000	0.000	19.188	0.000	0.000	19.188	
Regular Program ADA	4,920	3,280	14,760	9,020	8,200	9,020	158,752	39,360	4,100	251,412	
Mainstream ADA	0.000	0.000	0.000	0.000	0.000	0.000	31.160	0.000	0.000	31.160	
Gifted & Talented Enrollment	0.000	0.000	0.000	0.000	0.000	0.000	5.000	0.000	0.000	5.000	
Compensatory Ed Enrollment	0.000	0.000	0.000	0.000	0.000	0.000	40.000	0.000	0.000	40.000	
Pregnancy-related FTEs	0.000	0.000	0.000	0.000	0.000	0.000	0.241	0.000	0.000	0.241	
Bilingual ADA	0.000	0.000	0.000	0.000	0.000	0.000	4.100	0.000	0.000	4.100	
Regular Program Participation	4,920	3,280	14,760	9,020	8,200	9,020	158,752	39,360	4,100	251,412	
Special Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Mainstream Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	34.276	0.000	0.000	34.276	
Career & Technology Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	29.358	0.000	0.000	29.358	
Gifted & Talented Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	5.000	0.000	0.000	5.000	
Compensatory Education Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	40.000	0.000	0.000	40.000	
Pregnancy-related Program Participation	0.000	0.000	0.000	0.000	0.000	0.000	0.241	0.000	0.000	0.241	
Bilingual Education Participation	0.000	0.000	0.000	0.000	0.000	0.000	4.100	0.000	0.000	4.100	
Total Program Participation	4,920	3,280	14,760	9,020	8,200	9,020	228,906	39,360	4,100	301,556	
Total Weighted ADA	5,165	3,405	15,598	9,436	8,608	9,468	240,282	41,316	4,304	331,585	
Funding Data:											
Weighted Adjustment Factor	1.0497	1.0390	1.0568	1.0461	1.0497	1.0497	1.0497	1.0497	1.0497		
Method 1 Revenue per ADA	8028	7346	4998	7385	5269	2125	4426	4330	3877		
Method 2 Revenue per WADA	4272	4213	4085	4230	4140	3867	4105	4220	3870		
Method 1 Revenue per ADA	\$ 39,498	\$ 24,095	\$ 73,770	\$ 66,613	\$ 43,206	\$ 36,614	\$ 986,359	\$ 174,354	\$ 16,656	\$ 1,461,165	
Method 2 Revenue per Weighted ADA	\$ 22,063	\$ 14,356	\$ 63,719	\$ 29,914	\$ 35,636	\$ 36,614	\$ 986,359	\$ 174,354	\$ 16,656	\$ 1,381,165	
Total Estimated State Aid Entitlement (larger method)	\$ 39,498	\$ 24,095	\$ 73,770	\$ 66,613	\$ 43,206	\$ 36,614	\$ 986,359	\$ 174,354	\$ 16,656	\$ 1,461,165	
Funding Breakdown by Program:											
Regular Program Participation	39,498	24,095	73,770	66,613	43,206	36,614	684,055	174,354	16,656	1,155,877	
Special Education Participation	0	0	0	0	0	0	0	0	0	0	
Mainstream Program Participation	0	0	0	0	0	0	147,696	0	0	147,696	
Career & Technology Participation	0	0	0	0	0	0	119,274	0	0	119,274	
Gifted & Talented Participation	0	0	0	0	0	0	2,585	0	0	2,585	
Regular Compensatory Ed Participation	0	0	0	0	0	0	34,472	0	0	34,472	
Pregnancy Services Program Participation	0	0	0	0	0	0	1,500	0	0	1,500	
Bilingual Education Program Participation	0	0	0	0	0	0	1,767	0	0	1,767	
Total	39,498	24,095	73,770	66,613	43,206	36,614	986,359	174,354	16,656	1,461,165	
Technology Allotment (\$30 per ADA)	148	99	443	277	246	271	5,338	1,181	123	8,118	

# CHARTER CONTINGENCIES

The following data are needed to complete the Worksheet for Converting Enrollment to ADA and FTEs, the Worksheet to Calculate Weighted ADA, and the Worksheet for Estimating FSP Funds for Charter Schools. Please refer to the Finance section of the TEA Charter Handbook for more information.

2000-2001	Carrollton F B	Coppell	Dallas	Grapevine	HEB	GrandPrairie	Irving	Lewisville	Arlington	
	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Resident District County District Number	Total
<b>Base Student Data:</b>										
Total Number of Students Enrolled	6	4	18	11	10	11	217	48	5	330
Percent Attendance	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	
<b>Special Education Data:</b>										
Number Enrolled in Homebound	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Speech Therapy	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Resource Room	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Mild	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Self-contained Severe	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Off-home Campus	0	0	0	0	0	0	0	0	0	0
Number Enrolled in VAC	0	0	0	0	0	0	0	0	0	0
Number Enrolled from State Schools	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Hospital Care & Treatment	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Mainstream	0	0	0	0	0	0	38	0	0	38
<b>Career &amp; Technology Data:</b>										
Number Enrolled in One-hour Class	0	0	0	0	0	0	15	0	0	15
Number Enrolled in Two-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Three-hour Class	0	0	0	0	0	0	35	0	0	35
Number Enrolled in Four-hour Class	0	0	0	0	0	0	5	0	0	5
Number Enrolled in Five-hour Class	0	0	0	0	0	0	0	0	0	0
Number Enrolled in Six-hour Class	0	0	0	0	0	0	0	0	0	0
<b>Gifted &amp; Talented Enrollment</b>	0	0	0	0	0	0	5	0	0	5
<b>Compensatory Education Enrollment</b>	0	0	0	0	0	0	40	0	0	40
<b>Number of Pregnancy-related Students</b>	0	0	0	0	0	0	1	0	0	1
<b>Bilingual Enrollment</b>	0	0	0	0	0	0	5	0	0	5

CHARTER  
CONTINGENCIES

11 Instruction  
     6100       573040  
     6200       2700  
     6300       10000  
     6400       9000  
     6500

12 Instructional Resources  
     6100  
     6200  
     6300  
     6400       142,000  
     6500

21 School Leadership  
     6100       52,200  
     6200  
     6300  
     6400  
     6500

23 Instructional Leadership  
     6100       55,680  
     6200  
     6300  
     6400  
     6500

31 Counseling  
     6100       34,800  
     6200  
     6300  
     6400  
     6500

34 Transportation  
     6100  
     6200  
     6300  
     6400       2,000  
     6500

41 General Administration  
     6100       228,520  
     6200       29,000  
     6300       5,000  
     6400       8,000  
     6500       5,000

**Budget by Function/Object Code, 2000-2001**

6100= Salaries  
 6200= Contracted Services  
 6300= Supplies and Materials  
 6400= Other Expenses  
 6500= Debt Services

CHARTER  
CONTINGENCIES

51 Building Expenses

6100	10,440
6200	
6300	4,000
6400	107,100
6500	

52 Security

6100	23,200
6200	500
6300	
6400	
6500	

<b>Total</b>	<b>1,302,180</b>
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CHARTER  
CONTINGENCIES

CEO	20,000
Supt	65,000
Dir of Instr	45,000
Ast to Sup	40,000
Principal	48,000
Registrar	26,000
Recep/Rec	26,000
Data Entry	20,000
Acad Sp	32,000
Voc	20,000
Tech Sp	32,000
Instr Ast	18,000
Acad Sp	32,000
Security	20,000
Instr 1	28,500
Instr 2	27,000
Instr 3	28,500
Instr/Prog	35,000
Instr 4	20,000
Comp Ast	20,000
Comp Spe	27,000
Sp Ed	50,000
Night Staff	124,000
Counselor	30,000
Sal OH	134,880
Maint	9,000
<b>Total</b>	<b>977,880</b>

**Salaries by Function Code**

	Salary	Overhead	
11	494,000	79,040	573,040
21	45,000	7,200	52,200
23	48,000	7,680	55,680
31	30,000	4,800	34,800
41	197,000	31,520	228,520
51	9,000	1,440	10,440
52	20,000	3,200	23,200
	843,000	134,880	977,880
	<b>Total Salary Costs</b>		<b>977,880</b>

**CHARTER  
CONTINGENCIES**

**Night Staff Salaries**

Night Administrator	34,500
Teaching Instructor	17,000
Instructor 1	14,000
Instructor 2	14,000
Instructor 3	14,000
• Instructor 4	14,000
Night Tech Spec/Inst	16,500
Total Night Salaries	124,000



CHARTER  
CONTINGENCIES

Revenues, 2000-2001

Enrolled	330
Times .82	270.6
Reg ADA	1,158,671
Plus C&T	113,274
Plus SpEd	147,696
Plus Title1	40,000
Plus Loan	5,000
Plus Grant	40,000
PLUS COMP Ed	34,000

Total ~~1,504,641~~ 1,538,641

Revenue/Expense Recap

Revenue	<del>1,504,641</del>	1,538,641
Expense	1,302,180	
Discretion	202,461	236,461

CHARTER  
CONTINGENCIES

Front Door

PAS  
Sec  
Office

PAC  
Office

classroom  
A

classroom  
B

PAS  
Admin.  
Office

H.R.R.

R.R.

R.R.

~~R.R.~~

Kitchen

Courtyard

Exercise Area

Frige  
Kitchen

Shop

**CONTRACT FOR CHARTER**

This contract is executed the 21st day of June 2000 between the Texas State Board of Education (the "Board") and Winfree Academy Charter School ("Charterholder") for an open-enrollment charter to operate a Texas public school to be known as Winfree Academy Charter School.

<b>General</b>
----------------

1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charterholder" means the sponsoring entity identified in the charter application.

"Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.

"Agency" means the Texas Education Agency.
2. The Charter. This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-00-006; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the

terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from June 21, 2000 through June 20, 2005, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

<b>Students</b>
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8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed \_\_\_\_\_ students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act

of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:

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

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

- 12. Student Performance and Accountability. Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of

the charter school's compliance with the statements, assurances, commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.

13. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.
14. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

<b>Financial Management</b>
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17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. Unless otherwise notified by the Agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school.
19. Federal Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
20. Workers' Compensation. Charterholder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
21. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the

120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.

22. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.
23. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the Agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the Agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
24. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
25. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
26. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
27. Interested Transactions. All financial transactions between the charter school and (a) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.
28. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct

accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

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

Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.

- 36. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes.

<b>Enforcement</b>
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- 37. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.
- 38. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
- 39. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

<b>This Agreement</b>
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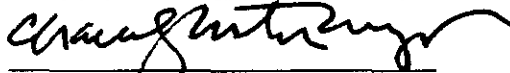
- 40. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
- 41. Severability. If 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.

- 42. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-00-006; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
- 43. 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.
- 44. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
- 45. Governing Law. In any suit arising under this contract, Texas law shall apply.
- 46. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 21<sup>st</sup> day of June, 2000.

Texas State Board of Education



By Chase Untermeyer, Chairman

Charterholder

Melody L Gibbs, May 28, 2000  
(signature/date)

Chairperson, Governing Board of  
Charterholder

Melody L Gibbs  
(Printed Name)

Melody L Gibbs, May 28, 2000  
(signature/date)

Chief Operating Officer, Charterholder

Melody L Gibbs, #  
(Printed Name)