

Application Coversheet (Please type)

Legends Academy
Name of Proposed Charter School

NorthPointe Academy
Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University, Denton, Texas 76201

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

~~Same as above~~

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas (property has not yet been determined)

~~Frisco, Texas (property has not yet been determined)~~

Contact Name: Jimmye Lou Cockrell Contact E-mail Address: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	250
Year 2:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	575
Year 3:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	875
Year 4:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	1000
Year 5:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	1000

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

Cassandra Berry 01-17-07 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-07 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH Hospital of Denton Was preparer paid? Yes No

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Maximum Enrollment

The information concerning maximum enrollment in the charter application on page 1 should be deleted and replaced with:

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5) (6) (7) (8) (9) 10 11 12 **Maximum Enrollment:** 250
Year 2: Pre-K3 Pre-K4 K 1 2 3 (4) (5) (6) (7) (8) (9) (10) 11 12 **Maximum Enrollment:** 375
Year 3: Pre-K3 Pre-K4 K (1) (2) (3) (4) (5) (6) (7) (8) (9) 10 (11) (12) **Maximum Enrollment:** 500
Year 4: Pre-K3 Pre-K4 K (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 500
Year 5: Pre-K3 Pre-K4 K (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 500

The information concerning the statement "a small campus with no more than 500 students" in the charter application on page 35 is correct. Legends Academy will have a maximum enrollment of 500 students.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Number of Sites

The information concerning number of sites in the charter application on page 1 should be deleted and replaced with:

Physical Address of Each Proposed Campus:

Denton, Texas (property has not yet been determined)

Table of Contents

Coversheet	Pg	1
Table of Contents	Pg	2
Applicant Checklist	Pg	3
1. Statement of Need	Pg	4
2. Vision of the School	Pg	6
3. Educational Plan	Pg	12
4. Student Goals	Pg	33
5. <i>Human Resource Information</i>	Pg	36
6. Governance	Pg	51
7. Community Support	Pg	57
8. Geographic Boundary	Pg	58
9. Admission Policy	Pg	59
10. <i>Special Needs Students and Programs</i>	Pg	60
11. Business Plan	Pg	60
Attachments		
A. Notarized Biographical Affidavits	Pg	64
B. Organizational Chart	Pg	93
C. 501 (c) (3) Determination Letter	Pg	95
D. Articles of Incorporation	Pg	103
E. Corporate Bylaws	Pg	108
F. Published Notice of Public Hearing	Pg	121
G. <i>Synopsis of Hearing</i>	Pg	123
H. Signed Certified Mail Receipts	Pg	125
I. Audit Report	Pg	140
J. Credit Report	Pg	142
K. IRS Form 990	Pg	144
L. <i>Letters of Private Funding</i>	Pg	146
M. Start-Up Budget	Pg	148
N. Budget for Year One of Operation	Pg	160
O. Negotiated Service Agreements	Pg	206
P. Negotiated Lease Agreements	Pg	213

Applicant Checklist

Legends Academy

NorthPointe Academy

Proposed Thirteenth Generation Charter School Name

Sponsoring Entity Name

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

Application

- Application Coversheet
- Table of Contents
- Applicant Checklist (this document)

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

- 1 Statement of Need
- 2 Vision of the School
- 3 Educational Plan
- 4 Student Goals
- 5 Human Resources Information
- 6 Governance
- 7 Community Support
- 8 Geographic Boundary
- 9 Admissions Policy
- 10 Special Needs Students and Programs
- 11 Business Plan
- 12 Attachments (Mark here to indicate that all attachments have been included in the order indicated below.)
 - A Notarized Biographical Affidavits for members of the governing body of the sponsoring entity or of the charter school (if any) and any identified officers of the charter school
 - B Organizational Chart reflecting all of its operations, including the proposed charter school
 - C 501(c)(3) Determination Letter from IRS or statement that it is not required if sponsoring entity is an institution of higher education or a governmental entity
 - D Articles of Incorporation filed with Texas Secretary of State or a comparable document if the sponsoring entity is an out-of-state nonprofit corporation or a statement that this not required if the sponsoring entity is an institution of higher education or a governmental entity. (If the sponsoring entity has amended its Articles of Incorporation, it must submit both the original Articles of Incorporation and the documents reflecting amendments to the original Articles of Incorporation. The failure to submit all of these documents will render this attachment incomplete.)
 - E Corporate Bylaws or statement that it is not required if sponsoring entity is an institution of higher education or a governmental entity
 - F Published Notice of Public Hearing showing name of the newspaper and date of publication and stating the proposed school name, sponsoring entity name, date, time, and place of meeting, and names of sponsoring entity board members
 - G Synopsis of Public Hearing
 - H Signed Certified Mail Receipt Cards showing that relevant school districts and charter schools received statement of impact forms (In the absence of signed certified mail return receipt cards, the certified mail receipt showing each addressee, fees paid, and the date mailed will be accepted.)
 - I Audit Report or one of the following: (1) unaudited financial statements (consisting of an unaudited statement of financial position; an unaudited statement of activities; and an unaudited statement of cash flows including a notarized acknowledgement signed by the chief executive officer and chief financial officer of the sponsoring entity attesting to the accuracy and completeness of the information provided) OR (2) a statement that no documents are being provided because the sponsoring entity was incorporated after January 1, 2005 and has less than \$5,000 in receipts and total assets.
 - J Credit Report or a statement that no report is provided because the sponsoring entity was incorporated after January 1, 2005 and has less than \$5,000 in receipts and total assets.
 - K IRS 990 Filing or a statement explaining why it is not available.
 - L Documentation Verifying All Sources of Funding or a statement explaining that there are no sources of funds (General letters of support should NOT be included).
 - M Start-Up Budget
 - N Budget for Year One of Operation (Budgets for Years Two and Three are required in some cases where escalating enrollment is planned.)
 - O Negotiated Service Agreement(s) or a statement explaining why no agreements are being provided.
 - P Negotiated Lease Agreement(s), Deed(s) to Property, Earnest Money Contract(s), or Purchase Agreement(s) or a statement explaining why no documents are being provided

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

Jimmve Lou Cockrell

Name of Application Preparer (Typed)

Jimmve Lou Cockrell 2/16/07
Signature of Application Preparer

Date

Cassandra Berry

Name of CEO of Sponsoring Entity (Typed)

Cassandra Berry 2/16/07
Signature of CEO of Sponsoring Entity

Date

Application for Thirteenth Generation Open-Enrollment Charter School

1 Statement of Need

- 1a.** The failure of non-traditional students in our schools should not be viewed as inadequacies of the teacher and traditional school system, but rather as students requiring a unique approach to education. Often these students are bright, but are not challenged properly through the traditional classroom approach. Regardless of their academic achievements, non-traditional students seldom see education as relevant. They view education as “something they have to do or is done to them”, and do not apply themselves to the curriculum. Personal academic success is rare, and future contributions to society by non-traditional students are limited due to their poor performance in school. Therefore, students do not reach their academic potential. The reality is the traditional school system is failing students, not the student failing school.

There is a need to provide non-traditional students with a school environment that encourages positive relationships through the development of self-control and positive self-image; improves achievement through providing rigorous courses designed to augment the schedules of learners attending alternative programs; and provides effective instructional settings that inspire the student to explore academic content relevant to real-world problems and issues.

In traditional schools, there are limited resources to develop the psychological needs of non-traditional students. The non-traditional student is often overlooked or incorrectly labeled by the traditional school system. These students often are characterized as: unmotivated, unwilling to follow directions, bored, and unable to focus. Because characteristics of the nontraditional student often manifest themselves in disruptive behavior, some of these students may be mistakenly diagnosed/identified as having Attention Deficit Disorder, or oppositional and defiant behavior. There are limited resources to develop the psychological needs of the students in the traditional educational settings. These learners are difficult to control, and often, the teacher does not have the necessary training or time to work with these students individually. Emotional factors in their day-to-day living inhibit these learners from reaching academic goals. Legends Academy will provide a safe harbor for all students, addressing their individual needs. School programs will be designed to encourage the development of positive relationships between students, teachers and staff members. The proposed charter school will hire trained educators to provide a consistent, positive approach to education. Students immersed in an ordered, constructive educational setting, will accept structured rules.

Non-traditional students are often very bright, but they are often unsuccessful and their academic abilities are ignored due to their emotional outbursts and unpredictable behavior. Legends Academy will provide activities aligned with challenging State academic content and student achievement standards. A comprehensive assessment of the teacher quality and professional development needs will be conducted. Research based content and strategies for integrated instruction will be the focus of core content area curriculum. The innovative curriculum will be aligned to the Texas Essential Knowledge

and Skills (TEKS), with postsecondary study, and with the Governor's Industry Cluster Initiative. Academic success in rigorous curriculum will inspire non-traditional learners to graduate prepared to succeed in postsecondary study or training.

Non-traditional students are often uninterested in school. Pre-adolescence is a difficult age. Students begin the maturing process. It is a time when students are influenced by drugs, gang violence and crime, especially in growing affluent areas and low economics. Students lose their academic fervor. Legends Academy will bridge the gap between elementary and high school. The proposed charter school will implement project-based, real-world curriculum to refocus students on academic content and develop leadership qualities. Teacher preparation programs will focus on the development of reciprocal teaching and cooperative learning techniques. Recent studies show relevant curriculum implementing methods that focus on student-teacher interaction and collaborative activities to be effective with struggling middle school and high school students. Service learning projects will be an essential component of the authentic, real-world curriculum. At Legends Academy, students will develop a foundation of skills and character traits to guide them successfully through adolescence.

There is a need to establish charter schools that serve non-traditional students in the North Texas metropolitan area. Denton County is experiencing growth, both in affluent families and economically disadvantaged minority families. Legends Academy recognizes affluent growth creates an increase in elementary, preadolescence and adolescence issues, adding to the student population not currently served by community schools. Likewise, students from economically disadvantaged families experience difficulties adapting to the traditional educational environment. Students will often show signs of frustration caused by the inability of the student to "fit-in". Once again, this adds to a student's lack of self-confidence and may lead the student to seek approval from participation in unacceptable activities, including approval from peers involved in gang activity.

Denton County is located just north of the Dallas-Fort Worth metroplex. The largest school district in the county encompasses a large (180 square mile) geographic area and serves a diverse population of rural, suburban, and urban residents. There are no schools that address the needs of non-traditional students in Denton County other than a juvenile detention center for delinquent youths. Community support in the establishment of a charter school in the Denton area is strong and growing annually. The sponsoring entity has assembled a board with highly qualified professionals who have interacted throughout the year with community leaders to support the need for a charter school. Parents of prospective students attend planning meetings in support of the proposed charter school. Community organizations including Friends of the Family, all community Chambers of Commerce, Denton County MHMR, and local churches have offered support for the charter school.

Legends Academy, an open enrollment charter school, proposes to work with students who do not find success in traditional schools, providing guidance, direction, academic encouragement, and service learning opportunities for the student to realize their academic and individual worth.

1b. The charter school model is appropriate to address the needs of this diverse population. Legends Academy will work with non-traditional students in their academic endeavors and fulfill the stated goals of the charter school program (TEC 12.001). Specifically, Legends Academy will:

- a) Provide a structured and supervised environment where high standards exist, to address the needs of the disruptive student, allowing the individual to manage his/her behavior and develop positive relationships.
- b) Provide rigorous curriculum programs designed to fit alternative program schedules and help all students achieve high academic standards.
- c) Provide relevant, real-world instruction and service learning projects to help student develop character traits and self-discipline, and promote leadership in the home and community.
- d) Provide an educational “safe-haven” for students. Legends Academy staff will accept the student’s individual educational, psychological and family situations.
- e) Provide all students with the experiences and tools necessary to gain acceptance into post secondary education or training.

By providing a safe academic environment, nurturing the individual needs of all students, developing leadership, citizenship and strong community responsibilities, combined with a rigorous academic study and service learning, students will graduate with the ability to seek post secondary educational and vocational opportunities, adding to the student’s individual earning potential and self worth.

2. Vision of the School

2a. *Legends Academy is dedicated to providing personalized educational experiences that empower students to achieve their highest potential within a compassionate, nurturing, environment through facilitation of partnerships between students, parents, faculty and the community.*

The term “curriculum” is used in a number of different ways by parents, educators, and businesses. Some see curriculum as the "academic stuff that is done to children in school." Others view it as teacher directions and student activities that can be purchased from any number of curriculum publishers. Teachers themselves use the term in different ways depending on their views and needs.

Webster's concisely defines curriculum as:
"A course of study offered by a school"

New Riverside Dictionary:
"Curriculum is also often referred to as learning content, activities, and structures as experienced by students."

Ronald C. Doll, in his book, *Curriculum Improvement: Decision Making and Process* goes further, stating that:

"The curriculum of a school is the formal and informal content and process by which learners gain knowledge and understanding, develop skills, and alter attitudes, appreciations, and values under the auspices of that school." It is this last definition that is perhaps the most useful to educators who wish to affect and improve student learning. Partially this is because it lacks the vagueness that many definitions have, and partially it is because curriculum, as Doll has defined it, can have outcomes that may be measured, allowing for the curriculum to be acted upon and improved.

The Relationship Between Curriculum and Instruction

Instruction is the creation and implementation of purposefully developed plans for the teaching of curriculum content. It is what teachers often concisely refer to as "planning" and "teaching." The relationship between curriculum and instruction is so intimate that "curriculum and instruction" is frequently spoken as if it were one word (perhaps we should refer to it as "curstruction" or "instriculum"). With curriculum being the content of what is taught along with an overall process of how that content is to be taught, and instruction being the more detailed plans and the way those plans are implemented in order to teach the curriculum content, it becomes easy to understand that the two must be compatible in order to maximize student learning.

The Bases for Curriculum Planning

When planning for curriculum improvement, two categories of bases should be understood, those that are institutional in nature and those that affect people directly. The institutional bases for curriculum planning include planning domains, the context or characteristics of the school situation, the impact of current trends and issues, and the use of strategic planning. Those bases of curriculum planning that affect people directly include student and teacher needs, local curriculum problems to be addressed, competencies of the planners, and pressures from inside and outside the school. All of these bases affect the curriculum planning process in various ways and to differing degrees. They can also vary with each situation over time. As of this writing, a current educational issue in the United States is that of student performance and preparation for the workplace. The trend is for state governments to create standards of competence that are tested at various points in students' educational careers and to make schools and students accountable for their performance on these tests. Test scores are frequently reported in the local media and this may lead to pressure from the local population being

brought to bear on the school to improve its curricula. The context of the school may be that it is within a district that hasn't passed a school levy for a number of years and has not been able to budget money to work on improving the curricula during that time. This not-uncommon scenario shows how a combination of factors can become the bases for, and can influence the curriculum planning process. Ronald Doll lists eleven principles of decision-making and process as it relates to the evaluation of curricula and projects. These principles form the criteria of a quality curriculum development process that includes the stages of planning, development, and implementation. Curriculum decisions should be made for valid educational reasons on the basis of the best available evidence in a context of broadly conceived aims of education *within* a context of previously made decisions *and* of needs for additional decision making so that balance and other important curriculum considerations may be safeguarded. This is accomplished by achieving a resolution of forces originating in the nature and development of learners, the nature of learning processes, demands of the society at large, requirements of the local community, and the nature and structure of subject matter to be learned cooperatively by persons who are legitimately involved in the effects of the decision, taking into account new facts of human life, such as the proliferation of knowledge and a need for a new sense of unity within our diversity. We must also take into account the many differences among learners with a realistic view of certain organizational or engineering matters that can affect the quality of the decisions themselves with some forethought about ways in which they may be communicated and shared only with reference to subject matter and pupil experiences that cannot be offered as satisfactorily outside the school.

Curriculum Foundation

At the foundation of every curriculum, including the planning, design, implementation, and evaluation stages, is the educational philosophy of those directly involved in the process. Often this can influence to a great extent the direction a school or school district takes with its curriculum and instruction. At Legends Academy the philosophy has allowed for a diversity of instructional methods as a way of meeting a diversity of children's learning styles.

Legends Academy's curriculum developed will be aligned to the Texas Essential Knowledge and Skills (TEKS). Rigorous curriculum in core subjects that are aligned with the Governor's Industry Cluster Initiative will be developed. This curriculum and instruction program will prepare students to graduate on the Recommended High School Program (RHSP) and enroll in postsecondary education. Pedagogy at Legends Academy will focus on 'the whole child,' and assessment will focus 'on results that match the student's highest potential.' This is in keeping with the Legends vision statement. It is the intention of the planners that the vision statement is translated into a working reality, and not remain at the level of rhetoric. Additionally, inherent in the vision statement is a picture of the student who will be served at this school – the non-traditional student whose needs are not being met within the traditional structures of the neighborhood school. These are students who have met failure within the traditional structures. This failure however, is not necessarily an indictment of the schools and/or teachers they have come from, but rather an indication that the structural pedagogy they have experienced thus far was an inadequate fit for them in particular.

In practice this means that all members of the Legends Academy's Professional Learning Community are committed to following pedagogical guidelines based on the overarching principle of Personalized Instruction that (*'... is the effort on the part of a school to organize the learning environment to take into account individual student characteristics and needs and to make use of flexible instructional practices.'* [Keefe & Jenkins, Kappan, 2002]):

- Teacher as coach and advisor
- Diagnose student learning characteristics and styles
- Create culture of collegiality
- Create interactive learning environments
- Use flexible scheduling and pacing of instruction
- Use authentic assessment practices

2b. Deborah Meier titled her forward to Littky's (2004) book on school reform "On Being Bold". These three words sum up the notion of innovation in the most precise and accurate manner. They also provide an eminently suitable outline for the current planners and future Professional Learning Community to work within. A Professional Learning Community is a partnership between students, parents, faculty, and community allowing the student to achieve at his/her highest potential.

The curricular and administrative program visualized for Legends Academy is based on "being bold". It is based on thinking a different present and a different future for Legends Academy students, both pedagogically and socially.

This difference is based first of all on thinking differently about all aspects of the teaching/learning cycle at Legends Academy. The Professional Learning Community at Legends Academy comprised of the student, parent, faculty at Legends Academy and members of the community is intended to build relationships that promote success. Each member of the Professional Learning Community will have a specific and special contribution to make to the school. These contributions, while essential, will not be merely cogs in the larger wheel. Every member of the Professional Learning Community has an equal investment in Legends Academy students. Members of the community become advocates for the student, working in tandem.

The improvement of students' academic and social outcomes becomes the center of the curriculum and the decisions flow from this mandate. The teacher – student ratio enables every student at Legends Academy to be known personally by a member of the faculty. Legends Academy moves away from the traditional use of time and is developing practices to teach students to be managers of their own time. Scheduling and timetables will meet student academic needs, as opposed to students "fitting in" to a standard schedule, allowing for flexibility during the academic day. Concurrently, faculty time schedules are in tandem with the student needs.

Legends Academy sees administration of structures and administration of curriculum as two sides of the same coin, supporting and enhancing each other. Teachers are viewed as professionals, not merely worker bees providing labor while administrative decisions are made elsewhere. They will work with the administration to decide on both curricular and administrative issues as necessary. Together, teachers and administrators set up structures that build and maintain over the long term a shared set of values and beliefs regarding teaching and learning at Legends Academy.

In *Horace's School: Redesigning the American High School*, Theodore Sizer proposed the tailoring of all school practices to meet the needs of every group of students within the school. This included the length of teaching periods, placing of advisories, organization of lunch schedules, and the inclusion of tutorials as integrals parts of the teaching/learning cycle. (Keefe & Jenkins, Kappan, Feb. 2002). At Legends Academy the designing of the curricula and the attendant design of the instructional strategies will keep both Sizer's proposal and Littky's notion of *treating everyone alike differently* at the heart of its pedagogical practices.

The process of keeping the student as the spearhead of all activities at Legends Academy very naturally brings to the forefront the activities that the teachers employ to ensure that that each student learns in a manner that uses that student's unique abilities and capabilities. To reiterate a previously stated guiding principle the notion of '... *the effort on the part of a school to organize the learning environment to take into account individual student characteristics and needs and to make use of flexible instructional practices.*' (Keefe & Jenkins, Kappan, 2002), will determine the teaching methods at Legends Academy.

The use of personalized instruction as the guiding principle will therefore eliminate the sometimes misguided principle of following only one teaching method, and make possible the use of a teaching methodology. Such a methodology allows the teaching method to be decided and changed as necessary and decided by the needs of the student to make learning meaningful and relevant. Teaching at Legends Academy will *start with the student and not the subject* (Litsky, 2004).

At Legends Academy, instructional strategy will include both concepts of varied learning styles and its corollary differentiated instruction, thus keeping in mind the student as an individual and also the student as a part of the classroom. Instructional methodology will pay attention to the development of thinking skills by:

- Classroom layouts that invite thinking, to move away from the traditional teacher *on the stage* and students in rows below, to teacher as guide by the side, and students in meaningful clusters of learning centers.
- Classroom interactions that primarily allow students to process information in the style most suited to each, rather than receive information en masse from the teacher at one time. This will involve the posing and solving of problems, and find evidence to support their conclusions.

- The use of vertically and horizontally aligned Core Area curriculum at Legends Academy will allow for the organization of study around thoughtful questions of interest to the students, thus ensuring authentic learning environments (F. Newmann). The rigorous curriculum, based on Texas Essential Knowledge Skills (TEKS), is intended to answer the very basic question that students often ask, and these non-traditional students ask as a matter of course “Why do I have to learn this?” This is the question of relevancy, which Newmann embraces under the concept of ‘authenticity.’ This concept brings to the forefront in the teaching/learning process the question of ‘real learning,’ learning that has meaning and/or relevancy to the students’ real, everyday lived lives. In Newmann’s terminology, learning should be authentic or real in this sense.
- Students will work with faculty to develop individual academic goals. Additionally an educational plan will be developed for each student. The plan will address the student’s academic strengths and weaknesses, based upon available student-level performance data, including, but not limited to, benchmarks, Texas Assessment of Knowledge Skills (TAKS) scores, coursework, and credit accrual. An individual graduation plan will be developed during 8th grade to ensure that students at risk of not graduating from high school are afforded instruction from highly qualified teachers, have access to online diagnostic and assessment instruments, and are provided with accelerated instruction in areas of academic weakness identified in the plan. Parents and students will take an active role in the creation of each student’s plan.
- This in turn will facilitate the development of responsibility among the students. In a very practical sense, they choose what to study and how to study within the Core Area defines, and therefore they accept the responsibility that goes with this right – that they finish, to the very best of their ability, what they start.
- On the teacher’s part, *as guide by the side*, it is their responsibility to ensure as non-intrusively as is possible, that learning takes place for each and every student.
- It is equally the teacher’s responsibility to be aware of when and why learning may not be taking place in their classrooms. And, whenever such situations occur to take adequate steps to remedy the situation. This will require that faculty at Legends Academy see themselves not merely as classroom teachers, teaching a particular subject, but rather embrace a number of roles; as guides, teachers, advisors, and role models. These myriad roles will attendantly require that teachers see their work embracing the whole life of the student. At Legends Academy the curricular and co-curricular schedules will ensure the availability of teachers to students, parents, and others relevant members of the Professional Learning Community at times other than scheduled school hours.
- As a part of this aspect of their work (checking that learning takes place for all students), teachers and students at Legends Academy will plan and work at developing a culture of collegiality. This will require the use of cooperative and collaborative work practices within and without the classroom.
- Within this collaborative learning environment, teachers at Legends Academy will be guided by the Vygotskian Zone of proximal development concept. Instruction will be presented in scaffolded steps that begin at prerequisite levels of knowledge, move to applications of skills and concepts and, ultimately, inspire the student to analyze

information and synthesize concepts into new constructs of knowledge or to create new ideas. Small learning groups will allow for all students to learn, while also making possible for stronger students to help those requiring more time to learn in a non-threatening situation. Students will learn to depend not just on their teacher, but also on each other (William Glasser).

3. Education Plan

- 3a.** *Legends Academy is dedicated to providing personalized educational experiences that empower students to achieve their highest potential within a compassionate, nurturing, environment through facilitation of partnerships between students, parents, faculty and community.*

Recognizing the non-traditional student (i.e. the student who does not perform to his/her highest potential in the traditional classroom setting) requires a unique set of learning experiences. The partnerships between the students, parents, faculty and community create the scaffolding for the non-traditional student to explore and learn in various methods. Focusing on the individual needs of the student is central to the student's academic and personal success thus creating an environment for the student to learn and revolutionizing the student's perspective of success and those who achieve success.

Legends Academy will begin with grades 5 - 9 the first year of operation, add grade 4 and grade 10 the second year of operation, and expand to K-12 the third year of operation. Legends Academy will add a second campus the second year of operation with grades 4 – 10. Both campuses will expand to serve grades K – 12 the third year of operation.

The heart of all curricula is the Texas Essential Knowledge Skills (TEKS), and mastery of the TEKS objectives. All students are assessed to determine the comprehension level of each objective. Teacher training will utilize research-based curriculum and materials to present relevant, project based curriculum modules based on the TEKS. Teachers will learn to collaboratively plan activities that effectively use instructional time to target difficult concepts from the curriculum. By focusing training on the TEKS, teachers are simultaneously developing an understanding of rigorous content and reflecting on instructional strategies that promote student achievement on TAKS. Ongoing professional development will provide support in curriculum realignment and development. Consultants will work with educators to write lesson plans (noting TAKS standards in plans that reflect appropriate TEKS content and activities), and conduct classroom demonstrations of research based best practices. Materials will be purchased to implement the hands-on modules. Parent meetings will be held to present parents with test results, introduce TAKS testing procedures, and share parent-child interactive learning activities for the home.

Individualized and accelerated educational experiences will be provided for at-risk learners. Students with disabilities will have the curriculum modified as outlined in their IEP (individual education plan) as outlined by the ARD committee. Teachers will work cooperatively to ensure the student reaches the IEP goals. ESL students will be provided with the appropriate support services and classes to ensure comprehension of the English language, both oral and written. Once ESL students are enrolled in the school, bilingual educators will be hired. A committee will be formed to advise in the planning, operation and evaluation of program services. The committee will conduct site visits to successful ESL/bilingual programs. An ESL/bilingual education scope and sequence for grades affected will be developed. Professional development in research-based curriculum will be presented. ESL/Bilingual teachers will serve as resources for other educators at the school in lesson plan design for one-on-one and small group intervention activities, cultural activities in regular instruction. Instructional resources for the bilingual program will be purchased including Spanish/English guided reading literacy books, books-on-tape, sight word/picture cards, etc.

The curricula at Legends Academy diverges from the traditional classroom lecture to integration of disciplines for real life learning, allowing students not only to comprehend the TEKS, but the practical application to everyday life and beyond. The student's perspective of education becomes a means to obtain life goals, as opposed to a means to just fulfilling graduation requirements.

Introduction

The educational design/plan at Legends Academy is intended to provide a blueprint for an eclectic program that is both "*unique and transitional*" (George, Lawrence, & Bushnell, p.225). It is *unique* in that it will provide for the specific needs of the non-traditional student as opposed to the curriculum provided in the traditional setting of the neighborhood school. It is *transitional* in that it will keep in mind during every stage of curricular planning, implementation, and assessment, the formal and informal learning that Legends Academy's intended students already possess and use these experiences to build on and provide a smooth transition into the next stage of learning. Hence, while concentrating on the present, the curricular process will keep in mind the need to prepare students for the future stages of learning – high school and beyond. It is intended that these keywords [unique and transitional] be reflected in the overall curriculum of the school, academic and social, creating a seamless curricular and co-curricular process. Additionally, the *guiding metaphor* of a 'blueprint' will allow for changes to be made as student needs indicate. Finally, the ability to change as required is in keeping with the vision statement of Legends Academy.

To achieve the school's vision, the curriculum will be reflective of the associated state-mandated TEKS at each grade level, as well as providing opportunities for students to work beyond their assigned grade level for both personal enrichment and college preparation needs. The following assumptions will under gird all curricular imperatives and the operation of the whole curriculum, in its teaching and learning aspects:

- An emphasis on personal development
- A focus on learners and their individual needs

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Education Plan

The information concerning bilingual educators in the charter application on page 13 should be deleted and replaced with:

Individualized and accelerated educational experiences will be provided for at-risk learners. Student with disabilities will have the curriculum modified as outlined in their IEP (individual education plan) as outlined by the ARD committee. Teachers will work cooperatively to ensure the student reaches the IEP goals. ESL students will be provided with the appropriate support services and classes to ensure comprehension of the English language, both oral and written. The Charter School will identify Limited English Proficient (LEP) students based on state criteria and will provide an appropriate Bilingual Education (BE) or English as a Second Language (ESL) program conducted by teachers certified for such courses. . It is understood that if the school has an enrollment of 20 or more students of limited English proficiency in any language classification in the same grade level, a bilingual program shall be offered. A committee will be formed to advise in the planning, operation and evaluation of program services for LEP students. The committee will conduct site visits to successful ESL/bilingual programs. An ESL/bilingual education scope and sequence for grades affected will be developed. Professional development in research-based curriculum will be presented. ESL/bilingual teachers will serve as resources for other educators at the school in lesson plan design for one-on-one and small group intervention activities, cultural activities in regular instruction. Instructional resources for the bilingual program will be purchased including Spanish/English guided reading literacy books, books-on-tape, sight word/picture cards, etc.

- A focus on developing skills for continued learning
- A focus on the development of positive relationships within and without the school
- That students experience success as a norm rather than isolate
- That students know the community they live in and contribute to that community with concern and respect
- ‘Speak well, write well, read well, and work well with numbers.’ (Littky, 2004)
- Develop the ability to think beyond the present and the obvious
- Be responsible and involved in their own learning
- Be risk-takers, problem-solvers, and critical thinkers

(Adapted from George, Lawrence & Bushnell, 1998; Littky, 2004, and reflective of the school’s vision statement).

The organizational infrastructure of the school (administrative and instructional) will reflect these curricular assumptions. This will include small size teaching and advising units, integrated curricula, individualization of instruction, and teaming in teaching. A collegial, dynamic, and organic leadership style will be set up to complement the curricular and organizational structures.

Personalized Instruction

At Legends Academy the constant and consistent theme guiding the activities of the faculty will be that every student works within a learning environment that supports the achievement of the TEKS objectives at the highest level possible for each individual student.

Success in building this type of an environment will be achieved through the process of personalizing instruction so that it reflects:

“... a deep concern for learners and the willingness to search for ways to adjust the teaching/learning environment to meet the learning needs of individual students” (Keefe & Jenkins, 2002).

In practice, a teaching/learning methodology based on the principles of personalized instruction will use a combination of direct instruction methods and indirect instruction methods. The direct instruction methods like lectures, demonstrations and questioning techniques will be used to support the indirect methods used, and will be adapted to the needs of the learner. Further, in this combination of direct and indirect methods, indirect methods will provide the guiding themes from which all instructional practices will be formulated.

Reiterating the above, at Legends Academy the process of making instruction relevant to student lives and learning styles will involve the use of the following methods. Both student interests and TEKS requirements will guide these methods:

- Choosing content within the TEKS requirements that brings in student interest and prior experiences to enrich the study of new material.

- To make the learning experience an active process in which the student is involved in making meaning and drawing conclusions.
- Cooperative and collaborative learning arrangements which allow for maximum interaction between students. There is considerable research evidence which shows that students learn best in small groups where it is not only possible to share learning experiences, but also to reflect thoughtfully on their own individual learning experience. The teacher in this environment becomes a partner in the learning process.

The teacher will create and guide the environment within which learning is personalized through the use of:

- Utilizing the Discussion method, with both whole class discussions with the teacher acting as guide and moderator, and small group discussions with the teacher setting up the themes and topics for each group. In addition, the teacher will make provision for one-on-one discussions between teacher and students as the need arises.
- Use of the Debate format to stimulate original, and critical thinking. This format will also bring in competition of a positive kind, where the search for reasoned thought is fostered, rather than merely winning.
- Role playing methods to allow students to understand all perspectives on an issue, and place it beside their own in reaching conclusions.
- Simulation methods to support the individual role-plays, thus providing knowledge of the big picture to explain individual actions. This is particularly reflective of Legends Academy's curricular objectives of community service and character education.

The methodology described above will require a movement away from the traditional structures of time management, physical layouts of classrooms, and teaching styles of teachers at Legends Academy.

Parent-School Partnerships

Of all the paradigms that frame school-community relationships, the one followed in delineating school-parent relationships has tended to remain dominated by a one-way relationship proceeding from school to parent in an almost didactic manner. The relationship has been a one-way relationship that preferred the school's way of thinking, and required, or invited that the parents fit in. The rhetoric within this prevailing paradigm however has changed, to define the relationship as a partnership. At Legends Academy, it is intended and planned that the rhetoric should represent and guide the reality of the parent-school partnership. Legends Academy recognizes that in preferring the school's way of thinking will result in ignoring the 'funds of knowledge' (Gonzales, Moll et al, 1993) that are available to the school from the parents to 'diminish borders and create new dimensions' (Shafto, 1997). These are the 'funds of knowledge' that Legends Academy intends to use in order to break down the dichotomous relationship that exists between home learning and school learning. It is intended that in involving the parents in very real ways in the life of the school to use the prior knowledge that the

students bring to the school from home as a building block in the creation of new knowledge from both sources (home and school). Parents at Legends Academy will be factored into the educational equation as real partners providing support in mutually agreed areas within the school's educational and social programs. In keeping with the pedagogical principles that guide the instructional and learning programs at Legends Academy, collaboration and collegiality will under gird the planning and operation of this partnership.

The following are some of the ways in which Legends Academy plans to involve parents:

- Parents will be an integral partner in supporting the students' learning programs.
- Create opportunities for parents to share their stories with the students, thus scaffolding the student's school learning with the home 'funds of knowledge'.
- Support the parents in their efforts to be partners by providing them with the support they need, e.g. child care services, professional development activities, both on the premises and online, in order to maximize the accessibility.
- Build and enhance the role of parents as co-advisors with the teachers in mutually agreed situations.
- Model the relationship with making home visits a normal and positive part of the school program, rather than a punitive act.

The critical value of developing a positive parent-school partnership is summed up in the following evocative statement of a teacher who took part in an innovative parent partnership project:

I think that most importantly for me, this home visit broke the ice. ... The parents ceased to be adversarial and many became allies ... the children and lives stood out for me as if in a new dimension.' (Shafto, 1997).

Finally, following the advice of the Met School's Dennis Litkyt (2004), at Legends Academy "We [will] enroll families."

Professional Learning Communities

"Learning communities don't just magically appear. They must be built with a vision for how individual educators can support the achievement of each student ..." (Truesdale, Thompson & Lucas, p.11, 2004, in Jacobs, [ed.]). In a similar vein the education historians David Tyack and Larry Cuban have argued that better schooling will result only from 'steady reflective efforts' on the part of the practitioners of education, (Ghan, Kappan, March, 2002). Both of these (beautifully and evocatively) stated notions are reflected in Legends Academy's vision statement. Specifically apposite is the implicit assumption in both Truesdale et al, comment regarding the role of (or rather absence of) magic in building educationally effective environments, and the Tyack and Cuban use of the term 'steady.' Both groups of authors have brought to the forefront one of the most critical issues in school renewal and restructuring efforts –it takes time and effort to articulate and implement the type of schooling that makes the work of teachers and the learning by students an effective and productive process.

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Question 1 (Education Plan)

The information concerning child care services in the charter application on page 16, should be deleted and replaced with:

The following are some of the ways in which Legends Academy plans to involve parents:

- Parents will be an integral partner in supporting the students' learning programs.
- Create opportunities for parents to share their stories with the students, thus scaffolding the student's school learning with the home 'funds of knowledge'.
- Support the parents in their efforts to be partners by providing them with the support they need, e.g. professional development activities, both on the premises and online, in order to maximize the accessibility.
- Build and enhance the role of parents as co-advisors with the teachers in mutually agreed situations.
- Model the relationship with making home visits a normal and positive part of the school program, rather than a punitive act.

The sponsoring entity does not have any plans to begin operations of any non-charter program.

The concept of a Professional Learning Community will be at the heart of the pedagogical program at Legends Academy. It will incorporate both of the abovementioned concepts, and it [PLC] will do so within a collaborative framework. While this framework will include all members of the school community, it will differentiate the role of each group at different levels of the designing, planning, implementation, and evaluating process.

At its core, the PLC at Legends Academy will plant/embed the purpose of education at Legends Academy – empower students to achieve their highest potential (Legends Academy Vision Statement). From this root notion will grow all the other strands that make a PLC. In practice in the first instance this means that in the design stage, structures are envisioned which allow for reflective collaboration. In the planning stage, structures are created that allow for faculty to meet, to plan collaboratively, post-implementation, to reflect collaboratively on the results of implementation. These structures will be an integral part of the administrative curriculum, reflective of the stated philosophy at Legends Academy, and not merely add-ons as and when possible.

However, the presence of structures does not necessarily lead to the achieving of stated purposes of education at Legends Academy. A key component in the creation of PLCs is to spend time building community in all its facets, but keeping firmly in mind the ultimate purpose of the community building activities – improving student outcomes. Thus the concepts ‘professional and learning’ will direct and guide the process of community building. At the faculty level it would put the teachers and teaching process at the center of the planning and sharing discussions. Their powerful role as decision-makers who choose teaching experiences that match the needs of their students will be emphasized. Teachers working in collaboration with each other and with administrators, however, will make these decisions. At Legends Academy time will be invested in providing professional development opportunities that lead towards the formation of collegial teams, which while nurturing cohesiveness, will also promote the development of individual strengths used towards furthering group efforts. A culture of shared reflective practice will be at the center of this collegiality, based on an acceptance of each other’s strengths and weaknesses. This in turn will be the model for acceptance of all that each student brings to the learning process, strengths and weaknesses.

Implicit in the use of the phrase “learning community” at Legends Academy is the presence of more than one group. The other critical groups in the immediate environs of a school-based learning community are the students and parents. In the planning stages the students will not be immediately accessible for discussions and/or consultations at Legends Academy. However, to keep them [the students] at the heart of the Professional Learning Community, the planners will include processes for later inclusion of the students in the community discussions. Similarly with parent involvement, at the planning stage the role of parents as the prime educators of their children, and therefore an integral element in discussions about the process of education will be highlighted and followed through at all stages of school life as deemed appropriate by both parties in conjunction. (See section on parent partnerships).

At Legends Academy it is a firmly held belief that learning takes place in many places and in many different forms, not only within the school environs. The inclusion of Service Learning as a part of the core learning area in the curriculum, very naturally brings the community outside the school building as an active partner in achieving the school's vision, thus widening the circle of those included in the professional development of the school-based teachers and learning of the students. In the planning stages Legends Academy will work towards identifying these partners and working on the appropriate structures for optimizing their contributions as vital and continuing members of the PLC at Legends Academy.

Finally, as recommended by Jacobs (2004), the planning will include the ways and means necessary to 'continually update the community of learners ... and recognize that building a community takes years.' (P.23). The PLC will hold formal meetings each month as needed during the initial year of planning. Once the school is established, meetings will be held each six weeks. Meetings will promote communication and engage partners in ongoing activities and training to understand academic standards and develop effective strategies to improve academic performance. Meetings will also ensure ongoing monitoring of the program to allow participants to modify activity schedules, adjust program implementation, and set future goals and timelines to ensure progress toward measurable outcomes. The Legends Academy Superintendent will lead meetings and report to the board after each.

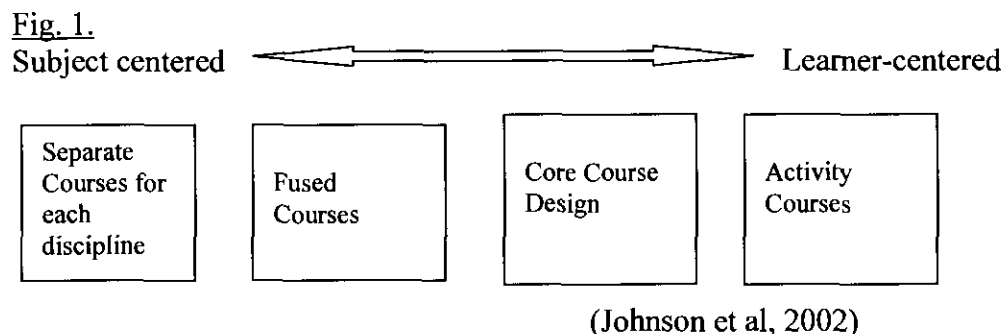
Curriculum Design

In recognition of the diverse needs of the student body who will form the instructional group at Legends Academy, and in keeping with aims expressed in the vision statement, the curriculum design will aim towards moving away from the traditional separate courses design which is the basis of most schools. An adaptation of the 'core courses design' (Johnson et al, 2002), with emphasis on transformative change and alternatives will form the structural basis of the learning program. The organization of the teaching programs [curriculum] will cross individual lines of the traditional disciplines, and integrate subject matter as and when required to meet student needs. The emphasis in all the core groupings will be on content, values, culture, and moral education. This emphasis meets both the TEKS requirements and the values and beliefs expressed in the school's vision statement.

The traditional views of scope and sequence of curriculum do not apply to the core of the educational plan at Legends Academy; however, principals of the scope and sequence will be applicable to the *core course areas* described by using TEKS objectives as guiding the outcome setting of student achievement. Grade level TEKS are intended to support a developmentally sequenced or spiral acquisition of knowledge. Therefore, scope of the curriculum will be based on the individual needs of the student. (A detail of core course design is discussed later).

A curriculum based on the *core course* design will allow the faculty at Legends Academy to design the teaching/learning process based on both the knowledge base mandated by TEKS requirements – *extrinsic* motivation, and at the same time to tailor the delivery of this knowledge and skills to the *intrinsic* motivation of the learners. This design will permit teachers to cross subject divisions and integrate subject matter as student interest dictates. At the implementation level the teaching unit can be a core question/issue embracing a number of disciplines, and drop the individual conventional subject labels, e.g. *an exploration of transport issues during the Civil War*. It will also allow the teaching of one single core area if and when the need indicates, based on both intrinsic and extrinsic student needs.

Fig.1 below describes a curriculum continuum and the place of the Core Course design on this continuum. It also indicates the focus of teaching methodology at Legends Academy.



Following is an outline of the basic core groupings. The concept of ‘literacy’ forms the connector between the core areas. Literacy embracing its three main facets as identified in the TEKS requirements [reading, listening, and writing], will support the acquisition of knowledge and skills in all the core course combinations. The development of proficiency in literacy skills will therefore form the pivot from which other strengths grow. All grade levels served at Legends Academy will follow the core area design.

Core Area I - English & Social Studies

English/ Language Arts

In keeping with ‘transitional’ character of the school’s curricula, the English/Language Arts curriculum will build on the overall literacy foundation of the elementary school. Walley’s (in Walley and Gerrick, 1999), comment regarding students ‘coming into the [middle grades] today come with a rich background in reading and writing due to the quiet revolution in language arts instruction’ (p.129), could safely be applied to all students moving beyond elementary school today. This notion is also clearly evident in the TEKS requirements for Grades 5 and beyond. Each set of knowledge and skills in each grade strengthens existing knowledge and extends it in preparation for the next level.

Additionally, in the introduction to the TEKS requirements at each level the language arts requirements are closely allied with the teaching of U.S. and Texas history. Thus indicating the close relationship between literacy education and citizenship education. In terms of creating a core grouping, English/Language Arts and Social Studies will form Core One.

Further in keeping with the TEKS requirement of ‘... additional grades at which these expectations are demonstrated at increasingly sophisticated levels,’ the English/Language Arts curriculum will be based on this ‘spiral knowledge acquisition’ model. Briefly, this model operates on the acceptance that each level of skills is based on the skills acquired previously. The spiral acquisition of knowledge however, differs in certain subjects. For example, in some subjects the ‘increasingly sophisticated levels’ is purely knowledge-based and specific skills associated with this knowledge acquisition, (for example mathematics), and each new level is prefaced by mastery of the previous level. In other subjects it is not so closely tied to prior knowledge mastery, and higher levels may be achieved in a subject area in a skills area rather than knowledge area (for example History). The philosophy underlying the instructional approach will be one in which the three elements of reading; writing, speaking, and listening, will be treated as integral parts of a whole. This will require instruction in which the teachers immerse the students in ‘integrated language activities’ (Walley & Gerrick). Thus the instructional program in English/LA will be one in which the students ‘write in response to what they read, discuss what they write and have read, and learn to listen to and value the literacy efforts of their peers.’ (p.131). In all grades – listening, speaking, reading, and writing are the guiding imperatives of the TEKS Language Arts requirements. Each of these activities is to be engaged in by the students at successively higher levels in each grade, and with a variety of difference audiences at each grade level.

In practice, at each grade level the fundamental language rules will be taught within a context-based situation. Thus bringing into play both the mechanics of speaking, reading, writing and listening, but also doing so within the cultural context of the society they live in and also of other cultures and societies. At Legends Academy, teaching and learning in the English/Language Arts core will avoid the binary arguments around Phonics vs. Whole Language approaches. Rather it [teaching] will work on an inclusive model that values both approaches in the development of a literate student. This model will be posited on the notion of accepting the role of phonemic awareness and contextual comprehension in the development of literacy, and success in TAKS tests.

In keeping with the vision statement and the curricular imperatives, the instructional strategies will be based on the Vygotskian concept of ‘Zone of Proximal Development.’ Briefly, the linguist Lev Vygotsky argued that learners learn at optimal levels when they work with peers who are at an advanced stage to the learner him/herself. Thus, collaborative and cooperative methods of teaching and learning will form a crucial element in classroom instructional interactions between teachers and students.

Reading skills (e.g. TEKS # 110.7 – 110.26), is one central component of success in the learning process and form the basis of future success, in high school in the near future, and college and later working life in the long-term future. Teaching and learning to read in English/LA for all students in all grades will be based on the ‘literature circle’ concept. This concept is teacher-guided, and student-directed. It provides opportunities to read a variety of literary forms, student choice of reading, interaction with peers to discuss readings and literacy-related issues, and use writing to guide their reading and discussion.

The appropriate elements of two electives provided in the relevant English/Language Arts Middle School and High School TEKS will be used to provide enrichment activities for all grades. They will also be used to teach the basics to any student in any grade who requires refreshing of the work completed in earlier grades, but particularly to Grades 5 & 6, to ensure that basics are met in order to develop the more sophisticated skills required in later grades within a spiral curriculum.

In addition to the requirements outlined in the TEKS requirements, this core area will incorporate wherever and whenever suitable, the use of Drama into the teaching program. The use of Drama will enhance the teaching and acquisition of two important elements in the TEKS – reading and comprehension. Further, the use of Drama will develop other skills, such as oration, diction, presentation of self, self-confidence, and artistic ability.

To ensure that the evaluation process matches the pedagogical process, evaluation will be non-linear, equitable, and include students in the assessment process. It [assessment] will employ methods that are consistent and sustained, through the use of multiple methods of assessment for the students to demonstrate achievement of learning outcomes.

Social Studies

The teaching of Social Studies often presents a challenge to teachers because of the various strands that require coverage within a topic. The TEKS requires students in all grades to engage in a variety understandings around the central topics of people and places in the contemporary world, Texas history from early times to the present, and U.S. history from the early Colonial period through Reconstruction. As a result there often is the tendency on the part of teachers to attempt to cover ‘all the content.’ Such attempts often lead to the loss of enthusiasm and dislike of history by adolescent students.

At Legends Academy the guiding principle in the instructional program of Social Studies will be the link between Social Studies and English as a teaching and learning core area – *Social Studies literacy*. This term will encompass more than teaching of dates, places, facts and figures, and then evaluating learning through quizzes and multiple-choice tests. Social Studies literacy at Legends Academy will, in tandem with the English/LA approach be an ‘integrated approach.’ This approach is in keeping with the

TEKS requirements for this age group and requires the development of critical faculties in the study of people and places.

The curriculum integration will be in areas first of the disciplines that comprise Social Studies –history, geography, economics, government, citizenship, culture, science, and society and technology (TEKS # 113.22.4 ff) . The intent of the curriculum in Social Studies will be to give the student an appreciation that the history of a group is the result of its geographical surrounds, which in turn decide the cultures of government, economics, art, science, and technology. The teaching of Social Studies in all grades will be based on this intent, with each grade developing a more critical and analytical approach to examination of these issues. Hence, while dates, and facts, have their place in the teaching of this subject, they will find their place in a holistic study, in which people and their actions decide the progress of society.

In classroom practice a ‘web of ideas’ (Horner, in Walley & Garrick, 1999) approach will be used to teach students what happened, why it happened, whom it affected, and what were its results on their own times. This web of ideas approach will also allow teaching to move beyond the U.S. and begin exploring the global connections that are beginning to become more and more apparent in today’s society.

One of the purposes of schooling made explicit in a TEKS statement (Texas Education Code No. 28.002{h}), is the intent to ‘help them to become thoughtful, active citizens who appreciate the basic democratic values of our state and nation.’ To this end, at Legends Academy the Social Studies curriculum will be used to develop the knowledge and skills needed to participate as active, critical citizens.

Drawing the link between English/Language Arts and Social Studies will result in developing both curricular areas, and furthering the ‘integrated approach.’ Story-telling, story reading, story-discussion, and story writing is an integral part of the English/Language Arts curriculum in action. Transferring this concept to the Social Studies program will bring history to life. It will make it an account of living, breathing humans who lived in different times. Primary and secondary sources will be made available to the students in a form that is accessible to them in order to ensure accuracy. The sophistication and variety of source material will be gradually increased at each grade level.

An active, lively, energetic classroom will be created through the use of teaching methods that allow for individual and group explorations of issues. Cooperative group work will be assigned in tandem with individual project assignments, thus allowing for the development of social skills and conscience, as well as the individuality necessary in a citizen of a democratic society

Core Area II - Science & Technology

Introduction

“This nation has established as a goal that all students should achieve scientific literacy” (Klausner & Alberts, 1996, p. ix). In keeping with the overall goals of curriculum literacy under girding the teaching and learning process at Legends Academy, the science curriculum will revolve around the goals of school science required by the TEKS requirements, and also those provided by the National Science Education Standards. This combination is intended to ensure the development of a scientifically literate citizen. As well, the notion of ‘literacy’ will provide connector in the delivery of an integrated school curriculum.

Translated into practice the science curriculum will acquaint the students with both the scientific concepts and related scientific processes (TEKS #112.22 (b) 6.1 & 6.5) ff). It [curriculum] will further teach the students to use these processes to make ecologically sound personal decisions, and to take part in the scientific debates that will affect the development and use of scientific discoveries. Science teaching at Legends Academy will aim towards more than just the content acquisition, it sees science as a social science of the natural world with powerful societal impact. (TEKS – Introductions - 112.22 (a) 1-6, ff.)

Beginning with laying the foundations in the elementary grades by choosing the fundamental questions in the areas of natural, physical and biological sciences, the curriculum will then choose concrete contexts to explore the fundamental questions, using methods that will allow the students to think deeply, and make both personal meaning of the issues as well as understand the impact on society. This process will continue and deepen in succeeding grades.

The science curriculum at Legends Academy will provide relevant, college prep curriculum to prepare students for postsecondary education and/or training. Faculty will utilize Integrated High School Science (IHSS) and NSES curriculum and materials to present relevant, project based curriculum modules based on the revised TEKS for science. Teachers will learn to collaboratively plan activities that effectively use instructional time to target difficult concepts from rigorous state curriculum standards. By focusing training on the developmentally spiraled TEKS, teachers are simultaneously developing an understanding of rigorous content and reflecting on instructional strategies that promote student achievement. Learning science will be an active process in which content and contexts are learned through field and laboratory investigations. The physical ‘doing’ of science experiments will be closely tied to the communication aspect, through orally sharing conclusions reached, as well as through written scientific reports.

Legends Academy will integrate science and other Core Area curriculum to ensure inclusion of rigorous TEKS, TAKS and college entrance exam content. The state of Texas introduced new and more rigorous TEKS and TAKS for the Core Area of science in 2005. In 2006, only 45% of Texas school children met the new standard on

exit level assessments. Legends faculty will work with Region XI Education Service Center consultants to align accelerated, credit recovery, and enrichment curriculum with challenging State TEKS content standards and with the standards expected for postsecondary study in science. Teachers from each Core Area will meet to disaggregate student data and develop content and instruction across the curriculum to meet these new state standards and ensure success for each learner.

Again, in keeping with vision of Legends Academy of each student achieving his/her highest potential, the faculty will work towards giving each student the opportunity to move ahead at an accelerated pace, as and when so indicated, both by student need and teacher judgment. At the same time it will allow for extra opportunities for those who require more time to achieve their potential.

Technology

The major issue that the curriculum in this area will differentiate between is ‘technology use’ and ‘technology integration.’ At Legends Academy ‘technology integration’ will be the pivot around which ‘technology use’ will revolve. The rationale for its inclusion as a part of Core Area II is specifically to ensure that it is not looked on merely as a tool, but rather as a discipline which has its own subject matter and guiding principles. Its subject matter has antecedents in the scientific discipline. Like Science in particular, its teaching should not exclude its moral implications on personal decision making as well as societal impact. Briefly, technology at Legends Academy will go beyond ‘computer labs and computer use.’

Based on the above principles, technology integration, will involve teaching the students what technology is, how, when and why it should be used. At each grade level there will be a continuum of experiences in technology theory and technology use for the students at Legends. They will investigate how technology can alter their learning experiences, and to make decisions on direction of this change process.

Core Area III – Mathematics

Although Mathematics at Legends Academy will form a separate Core Area this does not indicate in any way that it is a totally separate discipline within the curriculum. Rather it is more a pedagogic decision, based on a more pronounced spiral acquisition of knowledge in this subject as compared to other areas within the curriculum. It has however very close connections with the other core areas. An example is the connection between Mathematical ideas and language. This refers to ‘word problems’ in mathematics; the need to have acquired a strong language base to ‘read’ math, alongside/prior to solving math problems using formulaic methods.

The alignment of Legends Academy curriculum and instruction to state TEKS and TAKS will be a curriculum focus in this Core Area because of the low percentage of students passing the state assessment across the state. At Legends Academy, the Math curriculum knowledge base will be provided by TEKS requirements for all grade levels.

Within the broad areas of number sense, algebra, and geometry, the students will progressively develop their knowledge and practice of number operations, quantitative reasoning; patterns and relationships and algebraic thinking; geometry and spatial thinking, measurement, probability and statistics, and in Grades 7 and 8, the underlying processes and use of mathematical tools. They will learn mathematics not as merely a school subject, but its use and value in their daily lives – the relevancy concept will be strongly embedded in the pedagogic methods employed by teachers.

To implement this type of curriculum, Legends Academy will work with the University of Texas Dana Center and Region XI Education Service Center. The Dana Center has designed project-based TEXTEAM lessons that integrate rigorous TEKS standards with hands-on investigations of science. The signature lessons give learners opportunities to develop new knowledge and understand important science concepts. Lessons are developed to promote high level thinking strategies as they immerse learners in scientific vocabulary and materials, and lead students through scientific method to complete experiments and investigations. Consultants will conduct training in using TAKS, teacher-made, and TEXTEAM assessments to evaluate student strengths and weaknesses to inform sequences of instruction for individual learners. The consultants will also work with the academy to create a scope and sequence of activities that aligns TEKS, TEXTEAMS and district curriculum objectives.

At the heart of the teaching program will be the notion of teaching mathematics for understanding by doing. The nature of ‘doing’ will be progressively more complex. For example if in 5th grade manipulatives are used to model number problems, they will progressively be replaced in later grades with other methods of modeling number problems, such as getting students to work in groups and read problems out loud to each other and ask questions to clarify the problem (Kappan, 2006). In addition to developing collaborative work culture, this method will also allow for peer tutoring and is in keeping with the overall curriculum design described in the introduction to the educational plan.

As students progress through the project-based mathematics curriculum, a greater understanding of mathematical application occurs. Mathematics of upper level science courses are no longer considered frightening to high school students, but rather a means to comprehension of basic scientific laws and principals (i.e. vectoring, re-dox equations, forces of work, biological diagramming, chemical compounds and element combinations to name a few). Mathematic applications can then be applied to possible career goals and objectives (i.e., students interested in auto mechanics will understand torque and force for repair of axels, engines, brakes, etc; students interested in graphic designs and visual arts must learn special relationships, algebraic design; cooking – measurements and combinations of elements; etc.). Applications then can be applied to everyday life experiences. Projects based on student interest create the desire to understand the mathematic concepts. Projects based on grade level may include participation in Sim-City development, cardboard regattas, Odyssey of the Mind problem solving.

Core Area IV - Performing Arts; Modern Languages; Physical Education

The rationale underlying the creation of Performing Arts; Modern Languages; and Physical Education, as a core course area lies in the vision statement of Legends Academy – the creation of personalized learning environments. Personalized learning environment refers in its narrowest sense to each individual classroom-based learning plan, and in its broadest sense it refers to creating a learning program for each student that takes into account not merely the ability to read, write and count, but also to the development of an imaginative creativity within which these activities can flourish.

Modern Languages

Language is the basis of socialization and interaction within society and English is the currency that students will require to negotiate the needs of citizenship successfully. In an increasingly culturally diverse society, Legends Academy believes that it is part of its mission to equip the students with the ability to communicate and socialize with the international community. Further, the Legends Academy's Professional Learning Community is envisioned as a group that exemplifies the concepts of social justice, equality and equity, through understanding and appreciation of a variety of ways of living and learning. The foundation of a Modern Language program will be laid as early as possible, beginning in elementary grades within a cultural activity/conversational program, and move in later grades to include a more sophisticated and organized teaching of the language using the TEKS as a guide to developing learning activities and suitable content. Legends Academy will offer Spanish and will consider offering other languages as the interests of students arises.

Performing Arts

Similarly, the tenets of creativity and imagination will be well served with the inclusion, wherever appropriate, of the use of the performing arts to supplement the teaching program in the other core areas, as well as teaching music, drama, dance, and visual art as separate subjects within the curriculum.

The use of the visual and performing arts as separate subjects within the curriculum will, again, support the vision statement of Legends Academy and is based on the learning principles that are based on Howard Gardner's 'multiple intelligences' theory. Howard Gardner argued that there are a number of different mental operations associated with intelligence (Ornstein & Hunkins, 2004). Gardner outlined seven types: verbal-linguistic; logical/mathematic; visual/spatial; bodily/kinesthetic; musical/rhythmic; interpersonal; and intrapersonal. Translated for pedagogical use, the use of Gardner's theory means 'there are many opportunities and chances in life' (Ornstein & Hunkins, 2004).

Further, the accommodation of different learning styles within the pedagogic program will go a long way towards ensuring that dissemination and acquisition of

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knowledge and skills (TEKS) in the classroom will not be in an ad hoc or hit and miss manner. When one teaching method and hence one learning ability is posited this is liable to be the case. Rather by recognizing the seven methods of learning and organizing lesson delivery around these styles, learning will be targeted and hence more effective.

Physical Education

Allied with the visual and performing arts, P.E. will be offered both as a part of an integral, structured physical fitness program at each grade, and also offered as extension activities for those who demonstrate a greater ability in the physical sports.

As the physical fitness component of the curriculum, it is based on the rationale that the effective work of the mind is closely connected with a healthy life style. As an extension activity, it will cater to those students who show greater excellence at a particular sport.

At both levels, the benefits are to the individual and to the community as a whole. Team sports will develop a sense of social responsibility to fellow students, while individual activities will develop the sense of well-being that will be carried on into other classroom activities. These levels are based on Harrow (1972), Pyschomotor hieraarchical Domain – Fundamental Movement, Generic Movement, Ordinate Movement, and Creative movement.

To reiterate, taken as a whole, this core area is taught both for its own intrinsic value, as well as for their contribution to enriching the curriculum in other Core Areas.

Core Area V - Character Education; Service Learning

The service learning component of the curriculum at Legends Academy is based on the school vision and goals. Inherent in the concept of a Professional Learning Community is the practice of community-building. From the student perspective, one of the important elements of community building will be through their participation in the creation of community, both within and without the school confines.

Service learning will require all students at Legends Academy to work towards creating partnership with the outside community by giving of their time and effort to serving the community. In the planning stages of Legends Academy, the planners will set up contacts with organizations in the surrounding community, developing sites that the student will work with. As a core area, the service learning component will be a part of the official school schedule. During the planning stages, a decision will be made as to the number of hours that each student will give to creating and fostering the partnership with the selected site.

Closely allied with the notion of service learning, and forming the philosophical basis of the program is the role character education plays in the development of a well-rounded citizen in a democratic society (Texas Education Code

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Education Plan

The information concerning health and speech education in the charter application on page 27 should include the following new paragraph above *Physical Education*:

Health and Speech Education

To meet graduation requirements, students of Legends Academy will be required to earn ½ credit in Health and ½ credit in Speech education. Health 1, Advanced Health, or Health Science Technology will be offered to fulfill the Health education requirement. Communication Applications, Speech Communication, Public Speaking, Debate, or Oral Interpretation will be offered to fulfill the Speech education requirement.

4.002 in TEKS). Character education as a part of this core is devoted to the creation of citizenship literacy, and service learning is the vehicle through which it is developed. Legends Academy believes firmly and deeply that character education is best achieved in the doing, rather than in the telling. Hence service learning forms a natural corollary to the notion of character education.

Co-curricular Activities – Drama Club, Dance Teams etc:

Traditionally, any activity that school-based students take part in that is not organized and planned within the conventional school schedule and subject to formal testing within the teaching program is identified as *extra-curricular*. The implicit underlying assumption is that these activities are not part of the official curriculum, and therefore success or failure in these activities did not have any effect on success or failure on the officially-sanctioned curriculum. Another just as critical assumption was the assigning of status to success in either one of these. If the success was in the field of the officially designed curriculum it was valued more than success achieved in other activities. The notable exception to this hierarchical organization was, and still is, physical sports, football etc.

At Legends Academy, the denoting of activities will be either curricular or co-curricular, thus designating the non-hierarchical view of any and all activities that school students take part in as elements of their overall educational program. The term co-curricular is meant to indicate the impact on the students' growth as social beings, for whom learning takes place both within and without the formal classroom situation. It is also indicative of the equal valence given all activities that contribute to a child's growth at Legends Academy.

In keeping with this philosophical basis, the co-curricular program will foster activities such as National Honor Society, Jr. National Honor Society, Drama Club, Boy Scouts, Girl Scouts, basketball, track and field, Student Council, and any interest a body of students may have.

Core Area Connections and Strengthening Over Time

Based on Sirotnik and Goodlad' (Kappan, 2002) distinction between 'renewal' and 'reform', Legends Academy's Planning Team is primarily concerned with the language of continuous 'renewal.' In practice this means a sustained and serious reflection-in-action (Schonn) of the educational practice by the entire teaching and Professional Learning Community. (Again, the Professional Learning Community is comprised of the student, parent, faculty and community).

The Core Area design of the curriculum is meant to allow for divergent thinking in the planning of implementation. It is intended that the concept of 'literacy' will form the design basis, and guide the teaching formats. The achieving of 'literacy' in its broadest sense will allow for inclusion not only for the content of the discipline but also on the underlying social values, culture, and moral content. This allows for knowledge

integration. No discipline in this design can or will be taught or learned as a discrete, free-standing course, but rather as one that has an impact on other areas, and is impacted itself by other notions and concepts. (e.g. an examination of Scarcity during the Civil War).

Use of the notion of ‘renewal’ as a guiding principle implies a ‘deep concern for learners and the willingness to search [continuously] for ways to adjust teaching/learning environments to meet the learning needs of the individual students’ (Keefe & Jenkins, Kappan, 2002). At Legends Academy it is intended that this principle will be turned into practice through the creation of a Professional Learning Community (PLC). At the heart of such a community is a commitment to consistent reflection on practice in all its stages, preparation, teaching, and assessment. Inherent too, in the notion of PLC is that curricular policy involves teachers, administrators, students, and parents. To this end the organizational structure at Legends Academy will include the resources, both human and physical (e.g. time) so that the notion of a ‘reflective practitioner’ (Schonn), becomes a working reality. In setting up the school’s academic calendar, setting aside time for reflection and renewal will take equal place alongside setting up structures and time for other school assignments.

At Legends Academy it is a firmly held belief that learning takes place in many places and in many different forms. In recognition of the diverse needs of the student body who will form the instructional group at Legends Academy, and in keeping with the aims expressed in the vision statement, the curriculum design will aim towards moving away from the traditional separate courses design which is the basis of most schools. An adaptation of the ‘core courses design’ (Johnson et al, 2002), with emphasis on transformative change and alternatives will form the structural basis of the learning program. The organization of the teaching programs [curriculum] will cross individual lines of the traditional disciplines, and integrate subject matter as and when required to meet student needs. The emphasis in all the core groupings will be on content, values, culture, and moral education. This emphasis meets both the TEKS requirements and the values and beliefs expressed in the school’s vision statement.

A curriculum based on the *core course* design will allow the faculty at Legends Academy to design the teaching/learning process based on both the knowledge base mandated by TEKS requirements – *extrinsic* motivation, and at the same time to tailor the delivery of this knowledge and skills to the *intrinsic* motivation of the learners. This design will permit teachers to cross subject divisions and integrate subject matter as student interest dictates. At the implementation level the teaching unit can be a core question/issue embracing a number of disciplines, and drop the individual conventional subject labels, e.g. *an exploration of transport issues during the Civil War*. It will also allow the teaching of one single core area if and when the need indicates, based on both intrinsic and extrinsic student needs.

- 3b.** In addition to service learning, a prerequisite for graduation for students at Legends Academy (grades 9 to 12) is to complete curriculum on the Recommended High

School Diploma plan, pass the Exit Level TAKS test, meet the “Texas Ready Standard” for Exit Level TAKS scores, and score at or above the criterion on the ACT or SAT. Students at Legends Academy will not only understand the essential state mandated objectives, but also visualize and apply the objectives to everyday life and career choices. It is understood English language is a vehicle to effectively communicate with the community and post-secondary world; mathematics and science have everyday values, technology is the vehicle of the future, and the educational process does not end with high school. Education is no longer considered a means to achieve a high school diploma, but rather a means to the development of one’s goals and character.

~~Due to the nature of the curriculum, (students receiving personalized educational experiences) students with disabilities and students requiring ESL services experience success as well. Students with disabilities have the curriculum modified to the needs as described by the IEP (individual education plan) as decided upon by the ARD committee. Increases in academic achievement of ESL students will be demonstrated through improved State Developed Alternative Assessments (SDAA) scores, classroom observation, and student portfolios. Students requiring ESL services also have the curriculum curtailed to their needs, meeting the requirements of the LPAC findings. Increases in academic achievement of ESL students will be demonstrated through improved TAKS scores, growth in English reading proficiency as measured by Reading Proficiency Test in English (RPTE) scores, promotion to the next grade, and increased rates of credit accrual.~~

- 3c. Legends Academy recognizes the non-traditional learner needs a variety of methods to deliver instruction and learning methods employed will be cooperative to ensure students’ needs are met. As Legends Academy is committed to providing individualized learning experiences, the methodology for delivery of instruction for each student will be tailored to meet the individual needs of the student and the student’s learning style. Therefore, methodologies will be decided upon once the needs of the student are determined. Legends Academy recognizes the student should not fit into predetermined instructional methods, but the instructional methods should suit the student. The instruction will have authenticity, real applications relevant to the student. General guidelines will be in the detail of instruction planning based on the knowledge in TEKS to define the methods for teaching.

Likewise, Legends Academy cannot at this time define specific materials to be utilized, as materials will be decided upon once student needs are identified. Once again, to select specific materials would be contrary to the philosophy of Legends Academy.

There are, however, certain applications that will be employed to enhance the curriculum. *SimCity Competition* and the principals of *Odyssey of the Mind* will be utilized. Both of these programs encourage critical thinking skills and integrate disciplines, keeping with the philosophy of Legends Academy.

Internet resources, such as *Ole Miss Math Resources*, will also be employed. *Ole Miss* provides a variety of resources for all levels of mathematics, competition questions,

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New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Education Plan

The information concerning the academic achievement of ESL students in the charter application on page 30 should be deleted and replaced with:

Due to the nature of the curriculum, (students receiving personalized educational experiences) students with disabilities and students requiring ESL services experience success as well. Students with disabilities have the curriculum modified to the needs as described by the IEP (individual education plan) as decided by the ARD committee. Increases in academic achievement of students with disabilities will be demonstrated through improved State Developed Alternative Assessment (SDAA) scores. Students requiring ESL services also have the curriculum curtailed to their needs, meeting the requirements of the LPAC findings. Increases in academic achievement of students with disabilities will be demonstrated through improved TAKS A or TAKS M scores.

and resources to increase student comprehension and application. *Foss Science Kits* will be purchased for enhancement in the science curriculum. Foss provides a hands-on approach for students at every grade level.

Legends Academy is currently considering *Success for All Foundation* to enhance reading skills. A variety of technology programs including *Waterford* and *Fast Forward* will be evaluated for readers with learning disabilities. *Sheltered Instruction Observation Protocol (SIOP)* strategies will be considered as the basis for classroom instruction of ESL learners.

- 3d. Legends Academy proposes a maximum of 1:25 student teacher ratio with plans to maintain a lower ratio whenever possible. This allows for students to be divided into small groups for team problem solving, one-on-one peer tutoring, and student dramatic presentations.
- 3e. Legends Academy will not offer a gifted and talented program, however, the unique delivery of instruction and curricular activities offering will allow those students who are gifted and talented to advance to their individual potential by challenging and addressing their individual needs. When appropriate, the individualized learning will allow for accelerated instruction.
- 3f. Legends Academy will offer programs in support of the academic goals for our students. Among the offerings will be Drama, National Honor Society, Jr. National Honor Society, Student Council and Government, Spanish Club, Basketball, Track and Field. Activities may be added as student interest develops in other areas. Boy Scouts of America and Girl Scouts of America will be encouraged.

Students at Legends Academy work cooperatively with other students, faculty, family, and community to achieve mastery of subject matter. The curriculum is not designed for all students to fit into a specific class, but rather designed around the needs of the individual student. Incorporated into the curriculum are field trips to enhance and appreciate subject matter, projects to develop skills in individual efforts and team efforts, with the incorporation of higher level thinking skills in the development of critical thinking team problem solving.

In team problem solving, each student's contributions are seen as a stepping-stone to the solution, with neither a right or wrong suggestion, but a contribution to be evaluated by all for solution feasibility, with the evaluation sparking creative discussion and further creative ideas. Participation in *Odyssey of the Mind* problems (both past and present) help students at every level recognize the contributions of others.

Service learning is another unique curricular activity Legends Academy embraces. Students at every level are required to participate in service learning. Service learning helps the student to recognize his/her place in the community, offers an opportunity to give back to the community, develops a sense of pride in the student, and develops the student as a whole, as well as instills leadership qualities. Service learning

is part of the character development component of the curriculum, which strings through all aspects of the core curriculum.

3g. The development of a Professional Learning Community involves the student, parents, faculty, and staff of Legends Academy, and the community as well. Legends Academy will work with the community in identifying service needs and providing opportunities for students to fill those needs. Service learning is an integral part of the curriculum, helping students to contribute to the community of which they are apart, and contributing to the development of the character of the student.

3h. Student assessments are based on what a student knows and builds from there, instead of merely assessing what a student does not know. Teachers move away from the traditional “one size fits all” grading mentality and organize students differently from the traditional grade organization. Rigorous data driven programs will be implemented. The curriculum design moves away from the demands of the subject and forward to the needs of the students. Delivery of curriculum involves theory and practice illuminating each other constantly and guiding sustained evaluation of the work of all members of the Professional Learning Community.

Again, the assessment is multifaceted, and involves using both naturalistic assessment techniques and performance assessment techniques, with the aim towards relevancy and mastery of subject matter.

- Observation of students at work individually and in groups (kid-watching)
- Anecdotal records
- Discussion with students on their assessment of work produced
- Peer assessment in controlled settings (e.g. editing conferences)
- Exhibitions of skills and knowledge achieved
- Portfolio building and presentation
- Tests & quizzes
- Learning Logs and Journals
- Individual and Group Projects
- Rubric Use
- Checklist use
- Creating displays for use around school/classroom
- TAKS

Each of these assessment tools will be used to identify a student’s strength and weakness and modify the delivery of instruction for student mastery.

Faculty members, working in tandem, discuss student achievement and contribute to the development and exchange of new ideas in curriculum development and presentation, supporting scaffolding of disciplines and integration of subject matter.

Legends Academy will offer programs in support of the academic goals for our students. Among the offerings will be Drama, National Honor Society, Jr. National

Honor Society, Student Council and Government, Spanish Club, Basketball, Track and Field. Activities may be added as student interest develops in other areas. Boy Scouts of America and Girl Scouts of America will be encouraged.

3i. By focusing curriculum and professional development on the TEKS, Legends Academy's educators will simultaneously develop an understanding of rigorous content and instructional strategies that promote student achievement on TAKS. In order to ensure that all students achieve the knowledge base indicated by the TAKS standards, assessment at Legends Academy will use evaluation practices that gather information about all of the abilities of the students. Assessment will be multi-faceted, with the primary purpose being individual achievement, rather than merely tracking and/or grading. It will aim towards relevancy and mastery of the subject matter, using both naturalistic assessment techniques and performance assessment techniques:

- Observation of students at work individually and in groups (kid-watching)
- Anecdotal records
- Discussion with students on their assessment of work produced
- Peer assessment in controlled settings (e.g. editing conferences)
- Exhibitions of skills and knowledge achieved
- Portfolio building and presentation
- Tests & quizzes
- Learning Logs and Journals
- Individual and Group Projects
- Rubric Use
- Checklist use
- Creating displays for use around school/classroom
- TAKS/RPTE/SDAA

3j. Just as the pedagogical practices and the assessment practices reflect the guiding principle of 'personalized instruction,' similarly both of these practices will take their basis for outcome setting, and content choice, the TEKS requirements. All faculty planning will begin with a clear understanding of the spiral nature of building both content knowledge and process knowledge in the TEKS statements. The level of achievement of TEKS outcomes will guide the process of reflection and revision of curriculum and pedagogical practices at Legends Academy.

4. Student Goals

4a. Legends Academy students will:

- Experience success, both academically and socially, as a norm rather than an isolate
- Excel as an individual learner with individual academic needs
- Perform in co-curricular activities
- Work effectively within group settings

- Embrace learning as a personal objective
- Develop characteristics of good citizenship

Legends Academy goals are tied to the “7 Attributes for High Achievement Schools” presented at an U.S. Department of Education educational summit focusing on the establishment of successful schools in Washington D.C. Each specific student goal is aligned to research based recommendations for the establishment of effective schools.

4b. *Goal #1: Experience success, both academically and socially, as a norm rather than an isolate.*

Core Focus: In high achieving schools, the staff and students are focused on a few important goals the school has adopted, a consistent instructional approach based on shared beliefs about teaching and learning.

Legends Academy will implement an educational program based on the proven components of school improvement: research-based curriculum and instruction, materials, staff development, and parent participation. The school will develop a plan to implement programs of prevention and intervention using these components to ensure each student finds academic success.

Academic programs will be evaluated using formative and summative measures. Formative measures will include surveys, attendance sheets, and participant evaluations. Summative measures will include test scores, attendance rolls, and discipline records.

High Expectations: In high achieving schools, all staff members are dedicated to helping every student achieve state and local standards; all students are engaged in an ambitious and rigorous course of study; and all students leave school prepared for success in work, further education and responsible citizenship.

Legends Academy will structure courses to meet the needs of students in alternative programs. Curriculum will be college preparatory and meet the Recommended High School Diploma standards.

Success of this goal will be measured by a number of indicators. Student scores on class work will be evaluated using rubrics. Student scores on the Texas Academic Knowledge Skills test will also be analyzed to determine progress. Additionally, students will take the HERC test to determine readiness for postsecondary education.

Goal #2: Excel as an individual learner with individual academic needs.

Personalized Instruction: In high achieving schools, the school is designed to promote powerful, sustained student relationships with adults where every student has an adult advocate and a personal plan for progress.

Legends will be a small, intimate campus with no more than 500 students so that the staff and students can work closely together. Students, with the help and guidance from the Professional Learning Community, will set personal learning objectives and an individualized graduation plan. The student will utilize guidance of the Professional Learning Community to meet their educational goals/plans.

Success breeds success, and each student's success toward established goals will be measured on an individual basis. Legends Academy will evaluate the individual level of student mastery of Texas Essential Knowledge Skills (TEKS) objectives. Students will be given benchmark tests to determine the student's academic level and understanding of the TEKS objectives. Teachers will continue to monitor the TEKS objectives using a variety of methods, including quizzes, rubrics, checklists, and portfolio creations for written mastery of academic objectives. Student achievement in service learning and co-curricular activities will also be considered an indicator of student success.

Goal #3: Perform in co-curricular activities.

Technology as a Tool: In high achieving schools, teachers utilize technology to improve instruction.

Legends educators will implement engaging and imaginative electronic curriculum linked to learning standards. The school will provide faculty with access to best practices, learning opportunities, and assessment tools through Internet resources.

Legends will utilize the Texas Public School STAR chart to determine progress toward technology goals. The school will publish their progress to parents and engage the community in dialog about continuous improvement.

Goal #4: Work effectively within group setting.

Time to Collaborate: In high achieving schools, staff has time to collaborate and develop skills and plans to meet the needs of each student.

The faculty of Legends school will meet each six weeks to monitor and assess the implementation of the educational program. Periodic meetings will ensure continuous improvement as educators discuss components of school improvement: curriculum, instruction, materials, professional development training, parent participation, and evaluation.

Students will also meet as collaborative groups. Rubrics of group learning will be employed to assess student as members of a group. These group-work protocols will be utilized to determine the nature of socialization and individual grades.

At Legends Academy, the community will be recognized as partners in education. Parents will be active participants in all aspects of the educational program. Partnerships

with community businesses will be developed to create relevance and work-based opportunities and with institutions of higher education to improve teacher preparation and induction.

Goal #5: Embrace learning as a personal objective.

Performance Based: In high achieving schools, students are promoted to the next instructional level only when they have achieved competency.

After admission to Legends Academy, students will be assessed in order to tailor the individual curriculum for the student. The assessment will portray the student at where he/she is, as opposed to grade level requirements, using diagnostic tests, and organic learning to promote necessary learning skills. Student outcomes will show improvement over the student's entry-level assessments. Students will receive additional time and assistance when needed to achieve this competency. Data-driven decisions shape a dynamic structure and schedule.

Goal #6: Develop characteristics of good citizenship.

Respect and Responsibility: In high achieving schools, the environment is authoritative, safe, ethical, and studious.

The Legends Academy staff will be trained to deal with disruptive behavior. The educators will teach, model and expect responsible behavior. Classroom management will be initiated and conducted based on mutual respect.

Legends Academy students will be involved in co-curricular activities and service learning projects each semester to teach the student leadership and citizenship skills. Student participation in meaningful projects, both group and individual, applying learning to everyday situations, and timely and accurate completion of projects will be considered for success of this goal. Other indicators of success will be teacher observation of the extent of participation demonstrated by the student and student self-evaluation.

5. Human Resources Information

5a. Please refer to Attachment A.

5b. Superintendent

The role of the Superintendent at Legends Academy is to act as the Chief Executive Officer. In addition to implementing the adopted policies of the Board of Trustees, the Superintendent will act as an educational leader for Legends Academy. The Superintendent will report to the Board of Trustees.

The following qualifications will be required for the position:

- Master's degree in educational administration and/or related field
- Valid Texas mid-management and/or other appropriate certification
- Knowledge of school law, school finance and curriculum and instruction
- Ability to manage budget and personnel
- Ability to implement policies and procedures
- Ability to interpret data
- Organizational, communication, public relations, and interpersonal skills
- Five years leadership experience in school administration

Responsibilities of the Superintendent will include:

- Planning, operation and supervision of all educational programs, services and facilities.
 - Ensure a continuous focus on improving student academic performance.
 - Develop, evaluate, and revise the district improvement plan annually with the district level committee.
 - Work with Board of Trustees, staff and community to plan curriculum.
 - Conduct periodic review of all programs and operations to determine improvements needed to reach student academic goals.
 - Ensure facilities are properly maintained for student safety.
 - Work with staff, board and community support services for students and parents.
 - Ensure a favorable educational environment by implementing an equitable and effective system for student discipline.
 - Monitor instructional programs to ensure activities are related to program outcomes.
 - Develop annual campus performance objectives for each of the Academic Excellence Indicators using the campus planning process and site-based decision making committee.
 - Develop, maintain and use information systems and records necessary to show campus progress on performance objectives addressing each Academic Excellence Indicator.
- Management of Fiscal, Administrative and Facilities
 - Be aware of all developments in state, federal and local laws.
 - Accurately prepare and submit in a timely manner all reports required by the Board of Trustees, the Texas Education Agency, and other federal and state agencies.
 - Prepare any records subpoenaed by a court of law.
 - Prepare and submit proposed budget to the Board of Trustees.
 - Direct and supervise all financial accounting.
 - Ensure funds are spent in accordance with approved budget.
 - Ensure budget is managed effectively.
 - Ensure compliance with all state and federal requirements.

- Personnel Management
 - Recommend the number and types of positions needed to carry out educational goals.
 - Employ contractual personnel and recommend contractual personnel for employment.
 - Assign and reassign all personnel to meet student goals.
 - Initiate the termination or suspension of employees or non-renewal of term-contracted personnel.
 - Develop and recommend pay scales and systems and implement pay scales and systems.
 - Demonstrate skill in anticipation, managing and resolving conflict resolution.
 - Supervise and evaluate performance of staff assigned to Legends Academy including teachers, counselors, instructional aides, and clerical support staff. Professional staff will be evaluated using Professional Development Appraisal System (PDAS).
 - Demonstrate professional, ethical and responsible behavior. Serve as role model for campus staff.
 - Develop professional skills appropriate to job assignment.
 - Provide instructional resources and materials to support teaching staff in accomplishing instructional goals.
 - Provide two way communication with Superintendent, staff, students, parents and community.
 - Foster team building among staff members.
 - Encourage staff involvement in decision-making process.
 - Interview, select and recommend staff to Board of Trustees.
 - Define expectations of staff.
 - Ensure effective and quick resolution of conflicts.
 - Plan professional development activities with campus-level planning and decision-making committee.
 - Work with staff to promote their professional growth.
- Board and Public Relations
 - Represent Legends Academy in activities involving other school systems, institutions, agencies, and professional or community groups.
 - Prepare, with the Board of Trustees President, board agendas and materials.
 - Attend and participate in all board meetings.
 - Inform the board on issues, needs and operations of the district.
 - Serve as liaison to Board of Trustees.

Principal

The role of the Principal of Legends Academy will be to work under the direction of the Superintendent to manage instructional programs and provide educational leadership to campus faculty and staff. The Principal will report to the Superintendent.

The following qualifications will be required for the position:

- Bachelors Degree
- Certified Professional Development and Appraisal System (PDAS) appraiser

- Knowledge of school operations
- Ability to manage personnel
- Ability to interpret data
- Strong organizational, communication, and interpersonal skills
- Experience as a classroom teacher
- Ability to work under stress

Responsibilities of the Principal will include:

- Promote Legends Academy’s vision
- Communicate with students and staff
- Participate in the development and evaluation of educational programs
- Participate in the campus improvement plans with the staff, parents and community members
- Track Legends Academy performance objectives and academic excellence indicators
- Observe employee performance, record observations, and conduct evaluation conferences
- Assist in planning daily school activities, including class schedules, teacher assignments, and extracurricular activities
- Assist in the preparation of Legends Academy’s budget
- Arrange and assist in safety inspections and safety-drill practice activities
- Coordinate transportation, food service, and other support services
- Comply with all state and federal law and board policy
- Ensure school rules are uniformly observed and student discipline is appropriate and equitable
- Plan, prepare, and implement a program to develop student academic plans and career awareness
- Participate in professional development to improve skills related to job assignment

5c. Please refer to Attachment B.

5d. Legends Academy will offer to school officers the following benefit package:

Time off will include the following:

2 weeks paid vacation

5 sick days

3 personal days

School holidays as approved by the Board of Trustees

Winter Break

Spring Break

Additional benefits:

Short Term Disability

Long Term Disability

Health Insurance (Provider to be Determined)

Participation in Teachers Retirement System

Superintendent	
Legends Academy	\$ 60,000.00
Denton ISD	\$ 167,000.00
Region XI	\$ 75,188.00
State Average	\$ 177,166.00
North Hills Charter	\$ 99,960.00
(Charter School with similar enrollment)	

Principal	
Legends Academy	\$ 50,500.00
Denton ISD	\$ 88,468.00
Region XI	\$ 63,666.00
State Average	\$ 63,000.00
North Hills Charter	Not available
(Charter School with similar enrollment)	

5e. School officers will be required to complete professional development opportunities as required by the Texas State Board of Education for continued certification as provided by Charter School Resource Center of Texas, including the annual Charter School Conference and board and officer training. In addition, they will be encouraged to attend *Best Practices Conferences* provided by the Texas Education Agency, and opportunities provided by Education Service Centers, Regions X and XI. School officers will be encouraged to attend, if possible, the National Charter School Conference.

5f. The Board of Trustees will annually evaluate the Superintendent. The Board of Trustees will develop, with the assistance of the Superintendent, goals that define student academic performance as well as objectives for the Legends Academy. The Board of Trustees will be responsible for clearly communicating the goals and objectives and the priority of the goals and objectives to the Superintendent. In addition to the annual report to the Board of Trustees outlining how goals were specifically met, the Superintendent may be directed by the Board of Trustees to provide interim reports for consideration of Superintendent evaluation and student academic performance. The Board of Trustees may, at any time, request the staff of Legends Academy provide input on specific performance goals. Responses will not be anonymous. The Superintendent will be required to complete a board-adopted worksheet identifying Legends Academy's AEIS rating, AYP status, state assessment results, student completion rate, and dropout rate to assist the board in the evaluation process.

The Superintendent will also be evaluated on the following areas:

a. Planning, operation and supervision of all educational programs, services and facilities

The Superintendent will be evaluated on student performance and meeting the academic excellence indicators. Factors to consider will include student attendance, promoting innovative instructional programs, incorporating technology in the classroom, and monitoring programs for student effectiveness.

b. Management of Fiscal, Administrative and Facilities

The Superintendent will be held accountable for compliance in federal and state funding. The Board of Trustees will evaluate the Superintendent for managing budgeted expenditures, ensure facilities are upgraded and maintained, and managing all areas of the Legends Academy's operations.

c. Personnel Management

The Superintendent will be evaluated on recognition and encouragement of staff professional development and leadership roles, compliance with personnel policies and procedures, timely evaluations of professional staff. Staff may be asked for input on administrator – faculty relationships, promotion of staff personal development, and school environment.

d. Board and Public Relations

The Superintendent will be evaluated on the relationship between the Board of Trustees and the Superintendent. The evaluation will also take into consideration community relationships, participation in professional associations, promoting a positive tone for Legends Academy and fostering a collaborative educational effort among members of the school community.

The Board of Trustees will provide the Superintendent a summative conference and will set a calendar time line for all evaluations.

Method to evaluate Principal:

Legends Academy will adopt the Commissioner-Recommended Administrator Appraisal Process for use in evaluating the Principal. In addition, the Principal will be evaluated on community relations and promotion of the school vision and academic goals.

- 5g.** One of the criteria for evaluation of all school officers will be student and Legends Academy's performance. The Superintendent will annually prepare a report to the Board of Trustees, which will include the academic indicators and school

accountability rating as rated by the State of Texas. The report will be available for public review and comments. The Board of Trustees will take into account the findings of the annual audit report and take appropriate corrective measures, if necessary, to ensure improved student performance. The corrective measures may include, but are not limited to, dismissal of school officers and/or the Superintendent.

1) Student and school performance;

Legends Academy understands successful school and student performance is the partnership of the school officers and Board of Trustees. The Board of Trustees will include, in the evaluation of school officers, the student performance of each campus. Every effort will be made to ensure the school officers have the necessary resources and training to provide a positive academic environment conducive to a successful school. An unsuccessful school officer may be replaced after avenues for student improvement have not proved successful.

2) Management and administrative practices;

The Board of Trustees acknowledges the accountability, responsibility and liabilities associated with the operation of Legends Academy. Evaluation of the school officers by the Board of Trustees will include the daily operation of Legends Academy. The management of personnel will be an ongoing evaluation through the reports to the Board of Trustees by the Superintendent. Failure to manage all aspects of Legends Academy's daily operation will result in appropriate disciplinary action.

3) Student attendance accounting reporting requirements;

Another indicator for evaluation of the school officers and personnel will be the student attendance accounting reporting requirements in PEIMS. As PEIMS drives the funding formula for state funding, the Board of Trustees takes a no tolerance stance for reporting errors. The Superintendent and school officers understand falsification of the records will lead to immediate termination and complaints to the State Board of Education will be filed.

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

The fiduciary responsibilities of Legends Academy rest with the Board of Trustees. The Board of Trustees will review the annual audit report as provided by an outside auditor, and will take any corrective action necessary, including, but not limited to, removal of any school officer found in noncompliance with state and federal accounting guidelines. The Board of Trustees takes a no tolerance stance for expenditures outside the approved budget.

- 5) Compliance with special education and bilingual/English as a second language (ESL) program requirements. Note: a sponsoring entity representative will be required to sign additional assurance documents if a charter is granted;**

Legends Academy is fortunate to have on the Board of Trustees a member with special education background as well as a Superintendent with special education certification. Legends Academy will work closely with Region XI Education Service Center to ensure all programs are in compliance with state and federal regulations. The Board of Trustees will require the Superintendent to report on all programs, including special education and bilingual/English as a second language (ESL).

- 6) Financial accounting reporting requirements, including grant reporting requirements;**

Legends Academy will, as required, use financial software to comply with the requirements of Texas Education Agency. Legends Academy will use the chart of accounts as outlined by the Texas Education Agency and modifications for charter schools. All reports to the state will meet set guidelines, including reporting of grant expenditures. The Board of Trustees will approve the budget for all grant expenditures, and will comply with the state and federal guidelines for any and all grants awarded. All funds will be coded appropriately and expenditures for such funds.

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

~~Legends Academy understands failure to comply with required reporting requirements, including those through PEIMS, may result in loss of funding by the state and/or the revocation of the charter by the State Board of Education. Legends Academy will comply with all reporting requirements and ensure proper and accurate reporting of data. Failure to comply with the reporting requirements will result in termination of employment with Legends Academy.~~

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

The Superintendent will be required to prepare the annual report for the Board of Trustees approval outlining annual student and school performance. The Board of Trustees will approve the report, hold a meeting for public comment, and have available copies for the students, parents, and community. The annual report will identify the areas of improvement and form the basis for the Board of Trustees to develop the Superintendent's goals and objectives.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Human Resources Information

The information concerning the responsibility of the Governing body in the charter application on page 43, number 7 should be deleted and replaced with:

7) The Governing Board of Legends Academy is ultimately responsible for reporting data through the Public Education Information Management System (PEIMS). Legends Academy understands failure to comply with the required reporting requirements, including those through PEIMS, may result in loss of funding by the state and/or the revocation of the charter by the State Board of Education. Legends Academy will comply with all reporting requirements and ensure proper and accurate reporting of data. Failure to comply with the reporting requirements will result in termination of employment with Legends Academy.

- 9) The Governing Board of Legends Academy will distribute to parents, information related to the qualification of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee and any relevant experience of each employee. Legends Academy will provide a bilingual form for families whose primary language is not English. Legends Academy will furnish this information to the public, upon request, throughout the school year.

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

~~Legends Academy will host before the 30th instructional day of school, an open meeting to discuss educational policies, at which time all professional staff will be introduced with qualifications. All parents will be furnished, upon request, a list of the professional staff and the qualifications of said staff. The Superintendent will send to each parent of Legends Academy a list of teachers who do not hold a certificate or permit or is inappropriately certified, including teachers with emergency certification. Legends Academy will make every effort to provide a bilingual form for families whose primary language is not English. Legends Academy will furnish to the public, upon request, this information throughout the school year.~~

5h. Teachers

Legends Academy teachers' primary focus will be to provide students with the appropriate personalized learning activities and experiences in the academic subject area assigned to help them fulfill their potential for personal and academic success. All teachers will meet the following:

Qualifications:

- Hold a bachelor's degree from accredited university
- Have a valid Teaching certificate with required endorsements or required training for subject and level assignment
- Demonstrate competency in the core academic subject area assigned and have general knowledge of core academic subject assigned
- Demonstrate ability to instruct students and manage their behavior
- Demonstrate strong organizational, interpersonal, and communication skills

Responsibilities:

- Work in conjunction with all teaching staff to develop and assess student academic goals by maintaining open communication with students, parents and Superintendent.
- Work in conjunction with all teaching staff to develop lesson plans that fulfill the requirements of the Legends Academy's curriculum and reflect accommodations for differences in student learning styles and show evidence of preparation.
- Present instruction that is appropriate for the learning styles of students.
- Integrate technology into the classroom to strengthen the teaching/learning process.
- Assume responsibility for extracurricular activities assigned.
- Create a classroom environment conducive to learning and appropriate for the physical, social and emotional development of students.
- Take all necessary and reasonable steps to protect students, equipment, materials and facility.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Human Resources Information

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- 9) The Governing Board of Legends Academy will distribute to parents, information related to the qualification of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee and any relevant experience of each employee. Legends Academy will provide a bilingual form for families whose primary language is not English. Legends Academy will furnish this information to the public, upon request, throughout the school year.

- Manage student's behavior in accordance with the Student Code of Conduct and student handbook.
- Be a positive role model for students.
- Maintain professional relationship with staff, students, parents and community members.
- Participate in required staff development activities .
- Comply with state, federal and Legends Academy regulations and policies for classroom teachers.
- Compile, maintain and file all physical and computerized reports, records and other documents as required.
- Attend and participate in all faculty meetings and scheduled professional development activities.
- Assist in the selection of instructional materials including textbooks

Special Education Teacher

Legends Academy's special education teacher's primary purpose is to ensure provisions of needed services for special needs students. Working with the faculty, individualize educational plans to meet the needs of all students and comply with all state, federal and local requirements.

Qualifications:

- Hold a Masters Degree from accredited university
- Have a valid Texas teaching certificate with required special education endorsements
- Possess knowledge of federal and state special education law
- Understand the individual needs of special needs students
- Demonstrate the ability to communicate to all special needs students and their parents
- Demonstrate the ability to implement policy and procedure
- Demonstrate the ability to interpret data
- Demonstrate the ability to manage budget
- Have strong organizational interpersonal and communication skills
- Demonstrate knowledge of the Admission, Review and Dismissal (ARD) committee process and Individual Education Plan (IEP) goal setting process and implementation
- Demonstrate general knowledge of curriculum and instruction

Responsibilities:

- Direct and manage special education programs and services to meet students' needs.
- Supervise and monitor the admission, review and dismissal (ARD) process.
- Collaborate with students, parents and other members of staff to develop IEP through the ARD Committee process for each student assigned.
- Work in conjunction with faculty to ensure appropriate placement and development of individual educational plans according to all district procedures.
- Work cooperatively with classroom teachers to modify regular curricula as needed and assist special education students in regular classes with assignments as in accordance with the student's IEP.

- Implement an instructional, therapeutic, or skill development program for assigned students and show evidence of preparation as required.
- Plan and use appropriate instructional and learning strategies, activities, materials and equipment that reflect understanding of the learning styles and needs of students assigned.
- Manage student behavior and administer discipline including intervention in crisis situations and physical restraint as necessary and in accordance with the student's IEP.
- Evaluate student progress on a systemic basis.
- Ensure the use of technology in the teaching-learning process.
- Manage the special education referral process by arranging for and/or conducting student assessments, make recommendations regarding placement and program management for individual students.
- Supervise transition services for special education students entering and exiting public school programs.
- Evaluate special education programs to determine effectiveness for Legends Academy students.
- Provide leadership in the formulation and implementation of contracts for special education students receiving services outside of the district.
- Ensure curriculum is responsive to student needs.
- Implement the policies established by federal and state law, State Board of Education and local board policy in the area of special education.
- Compile and maintain and file all physical and computerized reports, records and other documents as required.
- Manage the special education budget to ensure program effectiveness.
- Compile budgets and cost estimates based on documented program needs.
- Maintain a current inventory of supplies and equipment and recommend replacement and disposal of equipment.
- Approve and forward purchase orders for special education department to the Superintendent.
- Serve as the liaison for Legends Academy to community agencies providing services to students and notify parents and students of available services.
- Articulate Legends Academy's mission and goals in the area of special education to the community and solicit its support in realizing the mission.
- Attend and participate in all faculty meetings and scheduled professional development activities as required.

Counselor

The role of the counselor will be to plan and implement a program to guide students' academic plans and career awareness. The Principal and the Superintendent will assume the responsibilities of the counselor until such time as Legends Academy can hire a qualified counselor. Candidates for consideration will require a master's degree in education, valid Texas counseling certificate and/or related educational certificate, and possess knowledge of counseling procedures, student appraisals, and career development.

Job responsibilities will include development of guidance curriculum for Legends Academy, guide individuals to develop educational goals to meet career choices, develop and maintain communication system with surrounding school districts, participate in planning, administration, and evaluation of all state assessments and local assessments.

Paraprofessionals

Qualifications:

- Must have a High School Diploma or GED
- Must have a minimum of an Associates Degree or 48 semester hours of college credit will be required
- Copies of high school diploma and official college transcripts from each college attended will be required upon employment
- Certification by another school district for meeting the NCLB “Highly Qualified” requirements will be accepted or must be able to achieve certification as a Paraprofessional by the Texas Education Agency

Responsibilities:

- Assist classroom teacher in instructing students with assignments in reading, writing, math, social skills.
- Assist classroom teacher with other instructional activities as directed.
- Perform other responsibilities as directed by the Principal or Superintendent.

5i. Each parent will receive, within the first thirty days of instruction, a letter from the Superintendent listing each teacher and the qualifications of each teacher at Legends Academy. Every effort will be made to provide a bilingual form for parents whose primary language is not English. The letter will be sent to each parent’s home. Additionally, the Principal will have copies available throughout the year which will be available, upon request, to prospective parents, students, and general community members.

5j. Legends Academy will offer to teachers and support staff the following benefit package:

Time off will include the following:

2 weeks paid vacation

5 sick days

3 personal days

School holidays as approved by the Board of Trustees

Winter Break

Spring Break

Additional benefits:

Short Term Disability

Long Term Disability

Health Insurance (carrier not yet determined)

Participation in Teachers Retirement System

Salaries for positions have been compared to Denton ISD, Region XI, State Average, and also to Forney ISD, school with comparable size.

Teachers		
Legends Academy	\$	40,000.00
Denton ISD	\$	41,770.00
Region XI	\$	42,378.00
State Average	\$	41,000.00
North Hills Charter	\$	34,506.00
(Charter School with similar enrollment)		

- 5k.** To ensure that teachers at Legends Academy get familiar with working as a collegial team who work in an atmosphere of acceptance and as professionals (Jacobs, 2005), the planners will set up a professional development program that operates as an integral part of the school’s growth and development. In keeping with Legends Academy’s philosophy of individualized instruction, applying this to the faculty as well, the learning needs of the faculty will be approached not merely from a communal level, but also to ‘approach their learning needs one at a time’ (Littky, 2004). This will involve:
- Building community, and recognizing that building community takes time and effort.
 - Providing facilitator support as and when needed so that the teachers are successful at completing their curricular demands.
 - Providing specific professional training based on an individual needs assessment.
 - Creating structures for instructional supervision that is collaborative
 - Creating a mentor program that utilizes both in-school mentor systems, and collaborating with surrounding universities’ education faculties.
 - Developing programs that facilitate the use of data-driven methodologies in conjunction with their colleagues at Legends Academy and colleagues in the surrounding universities.
 - Including time in the school schedule for faculty to have adequate time to discuss curricular implementations, and to review and revise such plans. Thus creating groups of teachers who are engaged in reviewing, evaluating, and restructuring their own teaching in keeping with the needs of their students.
 - Providing a collaborative leadership framework that ensures the creation and sustaining of a Professional Learning Community.
 - At Legends Academy the leaders will see themselves as members of the PLC, working cooperatively and collaboratively with students, faculty, parents and the larger community. Their leadership roles will be used to facilitate collegial interactions between the various constituencies in varying configurations.

Each teacher and instructional staff will be required to participate in orientation and staff development before the school year begins, including a professional development activity in student assessment and observation of students. During the school year, staff development opportunities at the Education Service Centers, Regions X

and XI, will be encouraged. As funds allow, teachers and instructional staff will continue staff development throughout the year.

- 5l. Legends Academy's Superintendent and the Principal will be trained in PDAS (Professional Development Assessment System). Evaluations will consist of individual goals, observations, summative conference, and formative conference. In addition, the evaluation will take into account the ability of the students' to reach their individual academic and personal goals, the ability to work with faculty in developing appropriate goals for students, collaboration of lesson planning, and delivery of instruction

5m. PEIMS Coordinator

Initially, the responsibilities of the PEIMS Coordinator and attendance reporting staff will be given to the Office Manager until such time as Legends Academy can afford a full time PEIMS Coordinator. When a full time PEIMS Coordinator is hired, the coordinator will be responsible for the coordination of collection, integration and formatting of all data required for the PEIMS submission according to *PEIMS Data Standards*, and submitting all reports to the Texas Education Agency in the prescribed format and to the Education Service Center for processing. In addition, the coordinator must run the edits, reports and verification checks on data to ensure accuracy of data, distribute the edits and reports to appropriate staff for analysis, verification and correction. The PEIMS Coordinator will also be responsible for submitting 6-week attendance reports to the Texas Education Agency via the FSP system. Criteria selection includes a minimum of a high school diploma, ability to maintain accurate and auditable records, ability to use personal computer and software to develop spreadsheets, databases and word processing, proficient keyboarding and file maintenance skills, and strong organizational skills. Candidates with prior experience with PEIMS reporting will be given priority consideration.

Office Manager

The primary focus of the Office Manager will be the first interaction with parents and students, and provide necessary clerical support for the professional staff.

Qualifications:

- High School Diploma or GED
- Ability to use a personal computer and general office programs
- Strong communication, organizational and interpersonal skills
- Ability to work calmly under pressure
- Ability to prioritize job responsibilities
- Creative and innovative thinker
- Ability to work independently
- Familiarity with basic accounting principals
- Detail orientated

Responsibilities

- Greet and direct parents, students, visitors to the school
- Handle all incoming phone calls
 - Direct calls appropriately
 - Give routine information about the school
- Prepare, distribute and collect daily attendance sheets
- Prepare and maintain all student files
- Prepare all student withdrawal forms
 - Ensure confidentiality of all student records
- Prepare purchase orders for general educational supplies
- Verify coding on all purchase orders for proper tracking of funds
- Distribute purchase orders to accounts payable/receivable
- Coordinate volunteer efforts for school
- Monitor all documentation for
 - School lunch programs
 - Physical examinations
 - Incoming records for students
 - Immunization records for students
- All typing material, composition of letters, completing correspondence, etc for the Superintendent and Principal
- Schedule and sometimes assume coverage of a classroom if teacher is absent
- Other duties as assigned by the Superintendent and Principal

5n. Annual benefits for PEIMS Coordinator, Office Manager and other staff are as follows:

- Compensated time off
 - 2 weeks vacation
 - 5 sick days
 - 3 personal days
 - Board of Trustees approved school holidays such as winter break, spring break, Martin Luther King day, etc.
- Participation in the Teacher Retirement System (TRS)
- Participation in health insurance as provided by TRS
- Life Insurance

Salary structure for support staff as follows:

Support Staff including PEIMS				
Legends Academy	Denton ISD	Region XI	State	North Hills Charter
\$ 35,000.00	\$ 54,877.00	\$49,568.00	\$48,820.00	\$ 43,893.00

5o. The PEIMS Coordinator will be required to attend the workshops provided by the Region XI Education Service Center prior to each submission. In addition, the coordinator will be required to attend any workshops provided by WinSchool support at the Region XI Education Service Center. As funds allow, the coordinator will attend the

annual Charter School conference, as hosted by The Texas Charter Resource Center. The PEIMS coordinator will be encouraged to schedule individual training sessions with the WinSchool support as necessary.

Other personnel, when identified and added to the staff, will also have professional development and training opportunities through general staff meetings, the Region XI Education Service Center, and participation in seminars geared toward specific job functions.

- 5p.** The Superintendent will be responsible for the evaluation of the PEIMS Coordinator. Factors to be considered in the evaluation will include timely submission and accuracy of reports, professional relationship with the faculty and staff, ability to run reports for faculty and staff, and communication skills to ensure proper data is submitted.

The office manager will be evaluated on ability to interact with parents and students, processing student information, efficiency in preparing information for accounting services, including submission of payroll information to Region XI Education Service Center for processing, routine office tasks, willingness to participate in required and nonrequired professional development opportunities.

All clerical staff, including the PEIMS coordinator and office manager, will be observed, conference held outlining goals and expectations, and year end conference to review the year. The evaluation will be done by the Superintendent with input from the Principal and will include the prioritization of responsibilities, interaction with the students and parents, and efficiency of job performance.

6. Governance

- 6a.** The members of the governing body are:
Cassandra Berry, President
Timothy Sullivan, Secretary/Treasurer
Open Position, Vice President
Rebecca Baum, Member
Richard Godoy, Member
Dr. Ruth Silva, Member

- 6b.** NorthPointe Academy's Board of Trustees is an in-state organization and has a majority of Trustees living within 50 miles of the proposed charter school.

- 6c.** Please refer to Attachment C.

- 6d.** Please refer to Attachment D.

- 6e.** Please refer to Attachment E.
- 6f.** NorthPointe Academy was established October, 2005.
- 6g.** NorthPointe Academy was established for the sole purpose of application to the Texas State Board of Education for a charter school.
- 6h.** The only activity engaged in by NorthPointe Academy has been application to the Texas State Board of Education for a charter school.
- 6i.** NorthPointe Academy does not operate a private daycare, private school, public daycare or public school.
- 6j.** NorthPointe Academy is not a religious or faith-based organization and does not engage in any activity with a religious purpose.
- 6k.** NorthPointe Academy does not have any litigation.
- 6l.** NorthPointe Academy has not been sanctioned by any state regulatory agency.
- 6m.** Mr. Tom Rourke is a graduate of the University of Texas, Arlington, where he earned his B.A. in 1974, and in 1978, his M.S.S.W. Mr. Rourke has worked in the field of psychiatry developing programs and coordinating services in multi-bed psychiatric facilities for youth, adolescence, and adult patients.
In 1995, he became the Chief Executive Officer of Charter Behavioral Health of Dallas, where his responsibilities expanded to include the operational management for all inpatient and outpatient services, as well as home health care. In 1996, he became the Chief Executive Officer of Glen Oaks Hospital, a 54-bed full service hospital serving a 24-county service area.
Mr. Rourke was hired, as the Chief Executive Officer by Millwood Hospital in 2002, and with a strong management team, became part of a multi-state psychiatric organization, which was included in the sale to Psychiatric Solutions, Inc., for \$50 million.
Currently, Mr. Rourke is the Corporate Chief Operating Officer for Ascend Health Corporation, a behavioral healthcare company specializing in operating psychiatric hospitals, chemical dependency centers, residential treatment centers, and cooperative joint venture arrangements with medical surgical hospitals. His responsibilities include operational management of all operating entities, development activities, and supervision in start up and turnaround activities.

Mr. Steve Brady earned his B.B.A. in accounting from Pace in 1983. He has served as the CFO of several health care facilities, including Columbia HS, UHS (Universal Health Services), Heartland Health Developments, and currently with Ascend Health.

As regional financial manager for UHS, Mr. Brady was responsible for the financial accuracy and timeliness of six west coast med-surge hospitals. He analyzed manage care contracts to maximize reimbursement and coordinated cost reduction programs.

In 2001, Mr. Brady, working with Dr. Richard Kresch, supervised the financial activities of a multi-state organization (Heartland Health Development), including forecasting, budgeting, cash collection maximization, financial statement presentation, cost report presentation, and audit supervision. Heartland Health Development sold its' operations to Psychiatric Solutions, Inc. in June, 2004, for \$50 million.

Following the sale of Heartland Health Development, Mr. Brady became the CFO of Ascend Health Corporation, New York. Ascend Health is a behavioral healthcare company whose goal is to acquire facilities that can be improved utilizing the successful management techniques demonstrated in previous ventures and positions. Mr. Brady analyzes potential facility purchases and makes recommendations that can increase profitability to the Board of Trustees. In addition, Mr. Brady is responsible for the hiring of personnel and establishing procedures for the start up or transition of purchased entities.

Dr. Richard Kresch (M.D. Psychiatry) has been a member of the Faculty of Medicine of Columbia Union University (1995-1997) as an instructor of Clinical Psychiatry. He has maintained a successful 30-year leadership and entrepreneurial record in both the not-for-profit sector and proprietary sectors. Dr. Kresch most recently sold Heartland Health Developments, LLC, a chain of psychiatric hospitals and behavioral healthcare management operations. The successful sale of Heartland Health Developments (\$50 million) resulted in successfully setting long-term trends of improved margins for previously under performing operations.

Dr. Kresch is currently the President and CEO of Ascend Health Corporation.

Mrs. Rebecca Kresch Baum replaced Dr. Richard Kresch on the Board of Trustees on December 15, 2005. Mrs. Baum graduated from Boston University in May, 1996, and from NYU with a MA in Special Education in December, 1999. She has worked in New York and New Jersey, developing and implementing educational programs for elementary children with learning disabilities. She has also developed curriculum and programs for preschool children and their parents.

Dr. Ruth Silva joined the Board of Trustees in February 2006. She is currently an Assistant Professor of the Department of Education at the University of North Texas. She has also served as a PDS Cadre Coordinator and Field Experience Program Coordinator.

Dr. Silva earned her B.A. in 1966, at the University of Bombay, Bombay, India, and went on to earn her B.Ed. in History in 1969. In 1980, Dr. Silva completed her M.A. in History at Macquarie University, Sydney, Australia, and in 2001, her Ed.D in Teacher

Education at the University of Houston, Houston, Texas. Her area of expertise is post-structural theories in school reform and teacher student roles; classroom teacher as researcher, and critical qualitative research methodology.

Memberships in current organizations include Oxford Ethnography In Education Association, American Educational Research Association, Association of Supervision and Curriculum Development, Phi Delta Kappa, Southwest Educational Research Association. She has served as Chair at allotted sessions at Oxford Ethnography and Education Conference (September, 2004) and organized monthly professional seminars featuring invited speakers for the Center for Research in Education, Diversity and Education. Among her awards includes First Place Medal, B.Ed Examinations at the University of Bombay, Bombay, India (1969).

Dr. Silva has delivered instruction to students at every level of the educational arena, including classroom teacher, lead teacher, Principal, as an adjunct professor, and as an assistant professor. At the college level, Dr. Silva has taught *Education in a Multicultural Society*, *Introduction to Studies in Culture and Community*, *Introduction to Asian-American Studies*, and the following doctoral classes: *Probationary Practicum*, *Conceptualizing Middle School Curriculum*, *Philosophy and Principles of Multicultural Education*. Her spring course offerings include *Politics of Educational Administration*, *Policy Analysis in Curriculum & Instruction*, and *Philosophy & Principles of Multicultural Education*.

Dr. Silva has also published the following:

Chapters:

- Immigrant students' perspective of unequal spaces in the classroom in *Educational Inequality and Ethnography*
- Achieving success: an agentic model of resiliency in *Educational Resiliency, student, teacher and school perspectives*
- Doing electronic educational ethnography: issues of interpretive quality and legitimacy in virtual reality in *Debates and developments in ethnographic methodology*
- Instructional supervision: collaborative power, super power or visionary power in *Critical Ethnography and Education*.

Reports:

- Houston Anneberg Evaluation Project Report – “From Rhetoric to Reality: Theory and Practice in a Reforming School
- Spencer Foundation Report – “Achieving Success: From Risk to Resiliency”
- Research Synthesis on High Performance, High Technology Schools – NCREL – funded Center for Research in Education, Excellence & Diversity in Team Project.

She has been an invited speaker to numerous conferences, both nationally and internationally.

- 6n.** NorthPointe Academy will continue to seek two individuals with a business and/or legal background to add to the Board of Trustees. Candidates will preferably be a licensed CPA and/or Attorney.

6o. The Student Handbook will outline each level of resolution for complaints. Each student will receive a Student Handbook upon admission to the school. All parents and students will be required to sign an acknowledgement of receipt of the student handbook.

- Level I: Initial Complaint. Parents and students presenting complaints with a specific teacher will first be directed to the teacher in question for resolution of the complaint.
- Level II: Parent and student does not see resolution of the problem. The parent and student have the right to present the problem to the Principal for resolution of the complaint.
- Level III: Parent and student do not agree with resolution presented by the Principal. If no resolution can be obtained, the parent and student shall have the right to present the complaint to the Superintendent. The Principal will provide documentation of the Level II meeting to the Superintendent.
- Level IV: Parent and student are unsatisfied with resolution provided by the Superintendent. The parent shall have the right to present problem to the Board of Trustees for resolution. The Board of Trustees will have final authority. The Superintendent shall prepare a written report to the Board of Trustees outlining the attempts of resolution previously taken.

Procedures for employee complaints will be outlined in the Employee Handbook. Receipt of handbook documentation will be maintained for each employee.

- Level I: Employee presents complaint to the Principal. The employee shall have the right to present the problem to the Principal for resolution of the complaint.
- Level II: Employee does not agree with resolution presented by the Principal. If no resolution can be obtained, the employee shall have the right to present the complaint to the Superintendent. The Principal will provide documentation of the Level I meeting to the Superintendent.
- Level III: The employee is unsatisfied with resolution provided by the Superintendent. The employee shall have the right to present problem to the Board of Trustees for resolution. The Board of Trustees will have final authority. The Superintendent shall prepare a written report to the Board of Trustees outlining the attempts of resolution previously taken.

6p. 1) The officer positions of NorthPointe Academy are:

President
Vice President(s)
Secretary
Treasurer

- 2) A Trustee of the Corporation may nominate, with a second of any other Trustee, a member of the governing body for the position of officer. The Board of Trustees at the Board's annual meeting may elect persons who have been duly nominated to the position of office. The officer will serve for a one (1) year term commencing upon the installation of the person as the designated officer or until his successor is chosen and qualified.

Any Trustee may be removed with or without cause by a vote of two-thirds of the remaining Trustees.

- 3) The Board may establish a Nominating Committee, to consider possible nominees and will make nominations by written report to the Board of Trustees for each election of Trustees. Such report will be sent to the Board of Trustees for the meeting at which the election is to be held. If the Board has not established a Nominating Committee, then, at any meeting, to be held for elections, a Trustee of the Corporation may nominate a person to be a Trustee of the Corporation with the second of any other Trustee. The names of the nominees will be included in the notice of the meeting sent to the Board of Trustees at which the election occurs.

Persons who have been duly nominated may be elected as Trustees of the Corporation. Each Trustee will hold office until the expiration of his term and until his or her successor is elected and qualified.

Any Trustee may be removed with or without cause by a vote of two-thirds of the remaining Trustees.

- 4) Any vacancy occurring on the Board of Trustees or a membership on the Board of Trustees to be filled by reason of an increase in the number of the Members of the Board shall be filled by the vote of a majority of the Board of Trustees who are qualified and serving as such. A Trustee appointed to fill a vacancy shall serve for the unexpired term of such Trustees' predecessor in office.
- 5) Unless the Corporation's Board of Trustees determines otherwise, the Trustees of the Corporation shall serve for one-year terms. Trustees may be elected to successive terms.
- 6) At the election of the Board of Trustees, the terms of subsequent Trustees may be staggered so that one or more of the Board Members shall serve for a one-year term following the Corporation's first annual meeting, and one or more

Board Members shall serve for a two-year term following such first annual meeting, and one or more Board Members shall serve for a three-year term following any annual meeting.

- 6q. The only governing body is that of the sponsoring entity.
- 6r. The only governing body is that of the sponsoring entity.
- 6s. The only governing body is that of the sponsoring entity.
- 6t. There will be no other private entities associated with NorthPointe Academy.

7. **Community Support**

- 7a. Legends Academy will be located in Denton, Texas. Denton provides easy access to rural and urban communities, serving the post-secondary education needs of students with University of North Texas and Texas Woman's University.

Denton and the surrounding areas are quickly expanding with Denton projecting a growth of 100,000 by 2006. Denton County is experiencing a more diverse population and a more diverse economic population. Ethnic communities are finding few resources for the needs of their community. Affluent populations continue to grow in surrounding areas.

Each economic population presents specific needs for children and adolescence experiencing emotional or behavioral difficulties. Few resources are available for this specific population, nor are there resources for students to interact with students experiencing emotional overlay. Legends Academy will work closely with community agencies, churches, and local government officials to provide support services for these students.

The University of North Texas and Texas Woman's University are two large universities offering excellence in educational training. Dialogs have been opened to discuss the educational needs of these students and to provide partnerships and opportunities for doctoral educational candidate studies and other available resources through the universities.

- 7b. Cassandra Berry, President of Legends Academy's Board of Trustees and Jimmye Lou Cockrell have met with various community organizations within the Denton community throughout the year. Some of these organizations include Friends of the Family, Denton County MHMR, Rotary Club, the Black Chamber of Commerce, the Hispanic Chamber of Commerce, and the Denton Chamber of Commerce. Presentations were made about the potential Charter school and discussions centered on the educational needs of Legend Academy's potential students. Ms. Cockrell also had meetings with the mayor of Denton, Mr. McNeil where he pledged his support and the support of the City

Council. Ms. Cockrell continues to have quarterly meetings with Dr. Ray Braswell, Superintendent of the Denton schools. He has been very supportive in the Charter initiative and has provided many suggestions to Ms. Cockrell. Both Ms. Berry and Ms. Cockrell have contacted leaders in the church communities and have provided fliers for the congregations. Leaders of the African-American and Hispanic churches have been helpful in endorsing the Charter school.

7c. Please refer to Attachment F.

~~7d. NorthPointe Academy held a public hearing on January 20, 2007 which was attended by 35 people.~~

7e. Please refer to Attachment G.

8. Geographic Boundary

~~8a. Legends Academy will accept students from the following school districts:~~

Allen ISD	Hurst-Eules-Bedford ISD
Alvarado ISD	Keller ISD
Anna ISD	Krum ISD
Argyle ISD	Lake Dallas ISD
Aubrey ISD	Lewisville ISD
Azle ISD	Lindsay ISD
Birdville ISD	Little Elm ISD
Boyd ISD	McKinney ISD
Bridgeport ISD	Melissa ISD
Callisburg ISD	Muenster ISD
Carroll ISD	Northwest ISD
Carrollton-Farmers Branch ISD	Paradise ISD
Celina ISD	Pilot Point ISD
Chico ISD	Plano ISD
Collinsville ISD	Ponder ISD
Coppell ISD	Prosper ISD
Denison ISD	Richardson ISD
Denton ISD	Rockwell ISD
Decatur ISD	Sanger ISD
Eagle Mountain-Saginaw ISD	Sherman ISD
Era ISD	Slidell ISD
Farmersville ISD	Tiago ISD
Frisco ISD	Universal Academy
Gainsville ISD	Winfree Academy
Grapevine-Colleyville ISD	Wylie ISD
Gunter ISD	

8b. Legends Academy does not have a transfer policy.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Community Support

The information concerning the number of people in attendance at the public hearing in the charter application on page 58, number 7d should be deleted and replaced with:

NorthPointe Academy held a public hearing on January 20, 2007 which was attended by 26 people.

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Geographic Boundaries

The information concerning geographic boundaries in the charter application on page 58, number 8a should be deleted and replaced with:

Legends Academy will accept students from the following school districts:

- | | |
|-------------------------------|--------------------------|
| Allen ISD | Gunter ISD |
| Alvarado ISD | Hurst-Euless-Bedford ISD |
| Anna ISD | Keller ISD |
| Argyle ISD | Krum ISD |
| Aubrey ISD | Lake Dallas ISD |
| Azle ISD | Lewisville ISD |
| Birdville ISD | Lindsay ISD |
| Boyd ISD | Little Elm ISD |
| Bridgeport ISD | McKinney ISD |
| Callisburg ISD | Melissa ISD |
| Carroll ISD | Muenster ISD |
| Carrollton-Farmers Branch ISD | Northwest ISD |
| Celina ISD | Paradise ISD |
| Chico ISD | Pilot Point ISD |
| Collinsville ISD | Plano ISD |
| Coppell ISD | Ponder ISD |
| Denison ISD | Prosper ISD |
| Denton ISD | Richardson ISD |
| Decatur ISD | Rockwell ISD |
| Eagle Mountain-Saginaw ISD | Sanger ISD |
| Era ISD | Sherman ISD |
| Farmersville ISD | Slidell ISD |
| Frisco ISD | Tiago ISD |
| Gainsville ISD | Wylie ISD |
| Grapevine-Colleyville ISD | |

8c. Please refer to Attachment H.

9. Admissions Policy

9a. Legends Academy will accept applications for admission from March 1 through July 1 proceeding the school year.

9b. All applications will be assigned a number. Numbers will be randomly drawn to fill the allotted spaces for each class. In the event applications for a class are greater than the number of spaces available, Legends Academy will continue to draw numbers to establish a waiting list. Parents will be notified where the student is on the list. Legends Academy will offer the space to the next person on the waiting list and will continue down the list until a parent and student accepts the space.

9c. Legends Academy will require current students to pre-register for enrollment in school for the upcoming school year. Students who do not meet the pre-enrollment deadline and wish to return to the school, will be placed in the lottery for available slots. Siblings of returning students, new to the school, will be eliminated from the lottery and will be provided a space if available.

9d. The lottery for admission will be held on July 15th. Should the 15th fall on a weekend, the lottery will be held the following Monday.

9e. Legends Academy will utilize a waiting list for the applicants not admitted through the lottery process. At the close of the application period, each application will be assigned a number. The numbers will be drawn to establish the order of the waiting list.

9f. Should an application be accepted outside the waiting list, the applicant will be placed at the bottom of the waiting list, affording all applications submitted during the application period priority.

9g. Legends Academy will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic ability, artistic ability, athletic ability or the district the student would otherwise attend, providing the district is within Legends Academy's geographic boundaries.

9h. Legends Academy will not specialize in performing arts, therefore there is no requirement for students to demonstrate artistic ability.

9i. Legends Academy will not accept any student with documented criminal history as listed under TEC§12.111(6) and TEC §12.111(a)(6).

~~9j. Applicants, along with the applicant's parents, or legal guardian, will be required to complete an application form stating the name of student, demographics of student, campus of residency, incoming grade level. Applicants will not be admitted if residing outside stated geographical boundaries.~~

9k. Legends Academy will transfer students accordingly through TEA's Student Transfer System. Should TEA determine the student's enrollment to Legends Academy affect the majority or minority population in the sending or receiving school, the sending school will be notified that Legends Academy cannot accept the student, and the student will be returning to the sending school district. The parent and student will then be notified and asked to withdraw the student from Legends Academy.

10. Special Needs Students and Programs

The current President of the Board of Trustees will sign an assurance statement certifying Legends Academy, upon opening, will have special education policies and procedures, complying with federal and state requirements, in place.

The Superintendent of Legends Academy will provide a plan that provides policies, procedures, and programs consistent with state policies and procedures governing special education, and will have on file with the Texas Education Agency as pursuant to the Individuals with Disabilities Education Improvement Act.

11. Business Plan

11a. NorthPointe Academy's start up budget includes the start up grant for \$100,000.00, as well a gift promised of \$100,000.00 from Dr. Richard Kresch. A promissory letter from Dr. Kresch is included in the application.

11b. NorthPointe Academy does not have any current assets.

11c. NorthPointe Academy currently does not have any liabilities.

11d. NorthPointe Academy does not have any liens, litigation history, and/or any sanctions from any local, state and/or federal agency.

11e. Missing instructions from application.

11f. NorthPointe Academy does not hold any charters for open enrollment schools.

11g. Please refer to Attachment I.

11h. Please refer to Attachment J.

11i. Please refer to Attachment K.

11j. NorthPointe Academy does not operate any non-charter programs

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Admissions Policy

The information concerning the admission application in the charter application on page 60, number 9j should be deleted and replaced with:

Applicants, along with the applicant's parents, or legal guardians, will be required to complete an application form stating the following:

- a. The date
- b. For Grade
- c. School Year
- d. Applicant's Full Name
- e. Preferred First Name
- f. Home Address
- g. Age
- h. Birthdate
- i. Katrina/Rita evacuee
- j. Telephone
- k. County
- l. Home School District
- m. Neighborhood Public School child would attend
- n. Mother/Father name
- o. Address of mother/father
- p. Home, work, cell telephone of mother/father
- q. Fax number of mother/father
- r. Email of mother/father
- s. Parent signature

Applicants will not be admitted if residing outside state geographical boundaries.

- 11k.** NorthPointe Academy does not have any plans to begin operating any non-charter programs.
- 11l.** NorthPointe Academy does not have any plans to begin operations of any non-charter programs.
- 11m.** Legends Academy will receive a total of \$200,000.00 in the start up phase of operation. The following is a breakout of funds:
- | | |
|---------------------------------------|--------------|
| Start Up Grant: TEA (State Agency) | \$100,000.00 |
| Private Donation (Dr. Richard Kresch) | \$100,000.00 |
- 11n.** Please refer to Attachment L.
- 11n.** The budget of Legends Academy will be submitted to the Board of Trustees for adoption. Legends Academy will post notice of adoption of the budget by the Board of Trustees as required by the Open Meetings Act. Comments from the public will be heard. The budget will be voted on at the posted meeting. Legends Academy will follow the fiscal year as September 1 to August 31. The budget for the school year will be voted on no later than August 31 and submitted to the state, as required.
- 11o.** Please refer to Attachment M.
- 11p.** Please refer to Attachment N.
- 11q.** ~~Legends Academy will contract with an outside independent auditor, certified by the Texas Education Agency, to conduct the annual audit of financial and programmatic operations of the school. The report will be presented to the Board of Trustees as a posted agenda item, in conjunction with the open meetings requirements. The report will be submitted to the Texas Education Agency as required.~~
- 11r.** Legends Academy plans to contract with the Region XI Education Service Center to provide accounting services including accounts payable and receivable, payroll, and tax accounting services.
- 11s.** Region XI Education Service Center is an intermediary agency under the Commissioner of Education. In addition to providing support to all school districts in Region XI, the Education Service Center offers business services to school districts and charter schools. Current charter schools using services of the Business Center are Metro Charter School, Winfree Academy and Westlake Academy.
- 11t.** Please refer to Attachment O.
- 11u.** NorthPointe Academy will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road or highway or other improvements or addition to real property. All bids will be competitive and sealed, as outlined in TEC Chapter 44.031.

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Question 2 (Business Plan)

The information concerning the business plan in the charter application on page 61, number 11q should be deleted and replaced with:

Legends Academy will contract with an outside independent auditor, certified by the Texas Education Agency, who also is a certified or public accountant holding a permit from the Texas State Board of Public Accountancy, to conduct the annual audit of financial and programmatic operations of the school. The report will be presented to the Board of Trustees as a posted agenda item, in conjunction with the open meetings requirements. The report will be submitted to the Texas Education Agency as required.

11v. Educational Service Center XI utilizes RSCCC (Regional Service Center Computer Cooperative) software for their business services. Services provided will include full charge bookkeeping services and payroll services. RSCCC has the ability to help Legends Academy develop and maintain the annual budget by Legends Academy putting the budget into the financial system and post any budget amendments and adjustments as required by Legends Academy. General Ledger maintenance will include posting of journal entries, balance ledger and funds prior to year end closing, close monthly files, and end of month reporting. RSCCC has the capability of cash receipt processing, purchase order processing, finance check processing, year end processing, and prepare files for annual audit.

RSCCC is a program that is PEIMS data driven. All required PEIMS information will be extracted and submitted to PEIMS as required. No additional software application will be required for the PEIMS submission.

11w. Legends Academy will use RSCCC (Regional Service Center Computer Cooperative) for student attendance accounting. RSCCC is PEIMS driven and therefore compliant for all required reporting data to the Texas Education Agency. It has the ability to extract student data for all PEIMS submission, a real-time relational database, and user-created reports. It has the ability to track excessive absences, as well as discipline records as required for PEIMS year end submission. A modular, gradebook, will track student completion rate and credit awarding. RSCCC is designed to prevent the assignment of duplicate student and ensures campus personnel can record and update information as necessary. Features of the software include:

- Student enrollment in specific programs
- Exporting/importing of district/campus data
- Mass reset of specific student information
- Move to grade reporting
- Retrieval of students from directory
- Student/scheduling transfers
- Prior social security numbers update for PEIMS
- Multi-course period attendance tracking
- Attendance Proof List
- Attendance Rosters
- Daily Attendance Reports
- Daily Attendance Summary

RSCCC will be supported through ESC XI and all updates to the software will be available.

11x. Legends Academy has not yet identified a specific building site for the academy. The selection of the area, north Denton, was chosen for the access it provides to the rural areas (Highway 35E and Highway 35W merge, University St. provides access to Frisco and McKinney to the east.) In addition, the close proximity of University of North Texas and Texas Womens University will afford educational and cultural opportunities for our students.

- 11y.** Legends Academy will comply with the American with Disabilities Act to ensure all disabled persons have access to school facilities. Entrance ramps will be provided for students, restrooms will be ADA compliant.
- 11z.** At this time, a specific location has not been determined, so Legends Academy is unable to discuss any renovations the building may require. Legends Academy will make every effort to locate a building already in compliance for students with disabilities.
- 11aa.** The sponsoring entity, NorthPointe Academy, is working with several local real estate companies in Denton, Texas to identify potential and available sites for Legends Academy for the sole purpose of providing education to their students.
- 11bb.** Please refer to Attachment P.
- 11cc.** Currently, Legends Academy does not have a negotiated lease. Any lease negotiation will be negotiated by Cassandra Berry, President of the Board of Trustees, and Jimmie Lou Cockrell, Superintendent and will require approval by the Board of Trustees.
- 11dd.** The facility leased for Legends Academy will be used exclusively for school purposes.
- 11ee.** Initially, Legends Academy will not provide transportation to students. Should Legends Academy decide to provide transportation, rented or purchased van(s) will be utilized. Transportation will then be provided on a limited basis, and only available in a 25-mile radius of Legends Academy. Transportation to students with disabilities will be provided on a limited basis. Legends Academy will provide van routes, mileage reports, and passenger lists as required by the Texas Education Agency. Vans routes may include “pods” for student pick up and drop off. All students utilizing transportation services will follow a strict code of conduct. Students without disabilities not following the code of conduct will be removed from transportation services.
- 11ff.** Legends Academy will post notice of Request for Bids for food service vendors (such as *Paper Plate*). Bids will be opened at the appropriate time, and the Board of Trustees will award the contract after a vote. Students eligible for free and reduced lunch will be identified and verified via the confidential federal application form. Students eligible for the breakfast program will be served prior to the start of the school day. Lunch will be served to the eligible students during their designated lunch period. Daily lists of students served will be kept and recorded as required by federal law. The information will match the information reported to the foundation school program for determining funding for the next academic school year. (For the purpose of the February report, students will be identified by campus of residency and economic disadvantage status).

ATTACHMENT A

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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity NorthPointe Academy

Full Name of Proposed Charter School Legends Academy

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) Cassandra Berry

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

If yes, give reason for the change: Marriage

Maiden Name (if female): Smith

Other names used at any time: Burrell

3. Current home address: 3805 Inwood Court, Denton, Texas 76208

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number: 940-591-0979

5. Education: Dates, Names, Locations and Degrees

College: Stephen F. Austin State University, Bachelor of Business Administration, May 1983

Graduate Studies: University of North Texas, Denton, Texas

Others: University of North Texas, Currently enrolled in PhD Program in Library Science

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

Chairman, UNT League for Professional Women, UNT Athletic Council, Equity Welfare and Sporting Conduct Committee for NCAA certification, UNT Academic Planning Council, Board of Directors for the Texas Association for Black Personnel in Higher Education, Board of Directors for the Girl Scouts Cross Timbers Council, Board of Directors for AIDS services of North Texas, Board of the Denton County Friends of Family, Denton city Community Development Advisory Council, National Association of Chief Diversity Officers in Higher Education, Board of the Texas Diversity Council

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

DATES	EMPLOYER	ADDRESS	POSITION
07/98 to present	University of North Texas	Denton, Texas	Associate Vice President
02/98 to present	University of North Texas	Denton, Texas	Associate Vice Chancellor
03/97 to 12/97	University of North Texas	Denton, Texas	Assistant Vice President/ Director of Equal Opportunity Office
02/96 to 3/97	University of North Texas	Denton, Texas	Acting Assistant Vice President/Director of Equal Opportunity Office

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

N/A

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 17 day of January, 2007.
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.

Cassandra Benz
(Signature of Affiant)

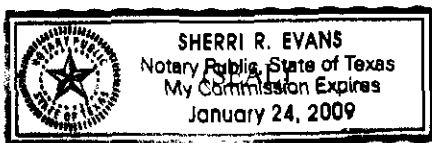
VERIFICATION

State of Texas
County of Denton

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

Subscribed and sworn to before me this 17 day of January, 2007.

Sherril P. Evans
(Notary Public)



My commission expires 1-24-09

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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity NorthPointe Academy

Full Name of Proposed Charter School Legends Academy

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) Timothy Arthur Sullivan

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

If yes, give reason for the change: _____

Maiden Name (if female): _____

Other names used at any time: N/A

3. Current home address: 454 Briarhaven Road, Fort Worth, Texas 76109

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number: 817-735-8430

5. Education: Dates, Names, Locations and Degrees

College: Texas Christian University, 1982, Fort Worth, Texas

Graduate Studies: None

Others: N/A

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

American College of Healthcare Administrators, Texas Chapter of American College of Healthcare Administrators, National Association for the Support of Long Term Care, American Healthcare Association, Texas Healthcare Association, Texas Independent Nursing Association, Joint Civilian Orientation Conference, Defense Orientation Conference, Fort Worth Air Power Council, Fort Worth Civil Leaders, Texas Christian University Alumni, Texas Christian Ex-Bandsmen Association.

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

DATES	EMPLOYER	ADDRESS	POSITION
1981-Present	T.A.S. Healthcare Consultants Inc.	3782 W. 7th St Ft Worth, Tx	CEO/President
2001-Present	Legend Healthcare, LL	608 Sandau, San Antonio, Tx	Dir of Real Estate and Construction Development
1998-2001	Fountain View Management	2600 Magnolia Blvd, Burbank, Ca	Sr. VP Development
1995-1999	Summit Care Corporation	2600 Magnolia Blvd, Burbank, Ca	Sr. VP Development

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

TAS Healthcare Inc	Owner, Partner, Officer, Majority Share Holder
Legend Healthcare LLC	Partner
Windriver Group, LLP	Partner

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

Texas Board of Licensing and Regulation (License Healthcare Administrator Tx #4408, September 1981.			
---	--	--	--

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. . Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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

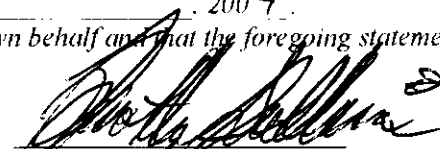
Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 23rd day of January, 2007.
I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

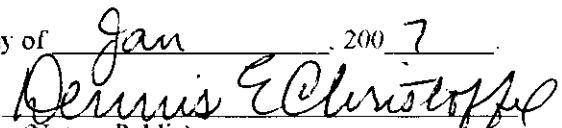

(Signature of Affiant)

VERIFICATION

State of Texas
County of Tarrant

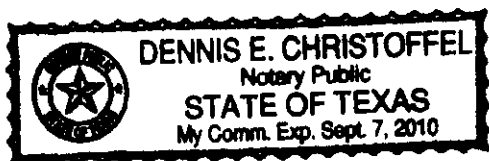
On this day, Timothy Sullivan (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23 day of Jan, 2007.


(Notary Public)

(SEAL)

My commission expires Sept 7, 2010



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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity NorthPointe Academy

Full Name of Proposed Charter School Legends Academy

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 Anthony Godoy

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

If yes, give reason for the change: N/A

Maiden Name (if female): N/A

Other names used at any time: N/A

3. Current home address: 3001 Oakshire Denton, Texas 76209

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number: 940-382-5687

5. Education: Dates, Names, Locations and Degrees

College: 1995 University of North Texas, Bachelor of Science

Graduate Studies: 1998 University of Texas at Arlington, Masters of Science in Social Work

Others: 1997 University of North Texas Police Academy

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

Crisis Care Network, Denton County Criminal Committee, Denton County Homeless Coalition, International Clinical Incident Stress Foundation, Law Enforcement Victim's Assistants Network, League of United Latin American Citizens, National Association of Social Workers, National Organization of Victims Assistants, Texas Council of Family Violence, Texas Association of Victims Assistance, University of North Texas Student Alumni Association, University of Texas at Arlington Student Alumni

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

DATES	EMPLOYER	ADDRESS	POSITION
2/2002 - Present	Medical Center of Lewisville, Tx	Lewisville, Tx	Bereavement Counselor
2/1997 - Present	Denton Police Department,	Denton, Tx.	Family Services Coordinator
10/1995-2/1997	Communities in Schools, Denton High School, Denton, Tx		Campus Manager, Social Worker
8/1996 -7/1998	The Family Place,	Dallas, Tx	Intake and Co-facilitator Batterers Intervention Program
1/2003-12/2004	University of Texas at Arlington	Arlington, Tx	Adjunct Professor, Graduate School of Social Work

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

10/1995	Licensed Social Worker (Undergraduate Level)	Texas State Board of Social Work Examiners
8/1997	Critical Incident Stress Management Certification (Basic)	
10/1997	Critical Incident Stress Management Certification (Advanced)	
7/98	Licensed Masters Social Worker (#28135)	Texas State Board of Social Work Examiners
8/98	Basic Peace Officer License,	Texas Commission on Law Enforcement Officer Standards and Education Standards
2/2000	Certified Police Instructor,	Texas Commission on Law Enforcement Officer Standards and Education Standards
12/2000	Intermediate Peace Officer License,	Texas Commission on Law Enforcement Officer Standards and Education Standards
1/2002	Critical Incident Stress Management with Children	
1/2002	Critical Incident Stress Management Certificate (Advanced)	
4/2002	Advanced Bereavement Facilitator Certification	
11/2003	Advanced Peace Officer License	Texas Commission on Law Enforcement Officer Standards and Education Standards
12/2003	Certified Mental Health Peace Officer License,	Texas Commission on Law Enforcement Standards and Education Standards

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. . Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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

Number of times adjudged bankrupt:

[Empty box for number of times adjudged bankrupt]

Date of each bankruptcy judgment:

[Empty box for date of each bankruptcy judgment]

Description of the circumstances surrounding each bankruptcy:

[Empty box for description of circumstances surrounding each bankruptcy]

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

[Empty box for details of business involvement]

Dated and signed this 12 day of Feb, 2007.

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 Godoy
(Signature of Affiant)

VERIFICATION

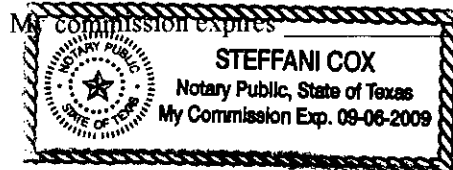
State of Texas
County of Denton

On this day, Richard Anthony Godoy (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12 day of February, 2007.

Steffani Cox
(Notary Public)

(SEAL)



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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity NorhPointe Academy

Full Name of Proposed Charter School Legends Academy

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) Ruth De Conceiaco Silva

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

If yes, give reason for the change: _____

Maiden Name (if female): _____

Other names used at any time: N/A

3. Current home address: 500 IH-35 E., #928, Denton, Texas 76205

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number: 940-3878-9436

5. Education: Dates, Names, Locations and Degrees

College: University of Bombay, Bombay, India 1966 B.A. History, University of Bombay, Bombay, India 1969, B.Ed.

Graduate Studies: Marquarieie University, Sydney, Austrasilia, 1980, M.A. History; University of Houston, Houston, Texas 2001, Ed.D Teacher Education

Others: N/A

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

Oxford Enthnograophy in Educational Association, American Educational Research Association, Association of Supervision and Curriculum Development, Phi Delta Kappa, Southwest Educational Research Association

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

DATES	EMPLOYER	ADDRESS	POSITION
9/2003 -date	University of North Texas	Denton, Texas;	Assistant Professor, Teacher Education and Administration
9/2003-5/2005	University of North Texas	Denton, Texas;	PDS Cadre Coordinator, Field Experience Program
Spring, 2003	University of St. Thomas,	Houston, Texas;	Adjunct Assistant Prof
9/2002 -6/2003	US Department of Education,	Houston, Texas;	Visiting Assistant Prof
1/99-6/03	Center of Education,	Rice University, Houston, Texas;	Researcher

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

Teaching certificate, Australia

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. . Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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

Number of times adjudged bankrupt: _____

Date of each bankruptcy judgment: _____

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 24th day of JANUARY, 2007.

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

[Signature]
(Signature of Affiant)

VERIFICATION

State of Texas
County of Denton

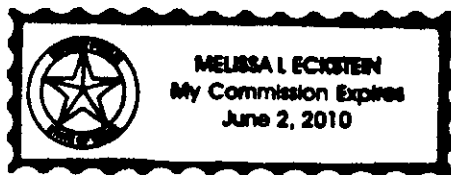
On this day, Ruth D. Silva (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 24th day of January, 2007.

N.J. Elkstein
(Notary Public)

(SEAL)

My commission expires 6/02/10



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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity

Full Name of Proposed Charter School

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

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

1. Full Name (Initials Not Acceptable)

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

If yes, give reason for the change:

Maiden Name (if female):

Other names used at any time:

3. Current home address:

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number:

5. Education: Dates, Names, Locations and Degrees

College:

Graduate Studies:

Others:

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

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

DATES	EMPLOYER	ADDRESS	POSITION
7/00-1/01 &			
9/03- Present	River School	75 West End Ave, NY,	Administrator
1/01-7/03	River School	251 Warren Street, JC, NJ	Director
7/98-7/00	Parkside School	W. 74th Street, NY, NY	Teacher
9/97-6/98	Stephen Gaynor School	W. 71st Street, NY, NY	Teacher
9/96-7/97	West End Day School	W. 71st Street, NY, NY	Teacher
5/96-9/96	River School	30 Newport Pkwy, JC, NJ	Teacher/Administrator
1/96-5/96	Nike Communications	E. 21st Street, NY, NY	Assistant Account Exec

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

N/A

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. . Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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


Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 12 day of February, 2007.
I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

VERIFICATION

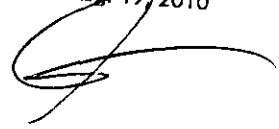
State of New York
County of New York

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

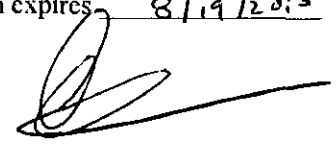
Subscribed and sworn to before me this 12 day of February, 2007.

(SEAL)

ERIC M. BAUM
Notary Public, State of New York
No. 02BA6079214
Qualified in New York County
Commission Expires Aug. 19, 2010



ERIC M. BAUM
Notary Public, State of New York
(Notary Public) No. 02BA6079214
Qualified in New York County
Commission Expires Aug. 19, 2010
My commission expires 8/19/2010



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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

School officer: Superintendent State Position as defined in TEC. §12.1012

Full Name of Sponsoring Entity NorhPointe Academy

Full Name of Proposed Charter School Legends Academy

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) Jimmye Lou Cockrell

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

If yes, give reason for the change: Marriage

Maiden Name (if female): Wright

Other names used at any time: N/A

3. Current home address: 5816 Ridgerock Court, Fort Worth, Texas 76132

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number: 817-294-9434

5. Education: Dates, Names, Locations and Degrees

College: Texas Christian University, 1969, Fort Worth, Texas B.S.

Graduate Studies: Texas Woman's University, 1972 Denton, Texas, M.Ed

Others: N/A

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

Texas Association of School Administrators

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

DATES	EMPLOYER	ADDRESS	POSITION
8/2005-date (will continue until State allotment is received)	University Behavioral Health of Denton	2026 W. University, Denton, TX	Director of Youth Services
2004-2005	Honors Academy	4300 MacArthur Ave, Dallas, TX	Superintendent
2003-2004	Honors Academy	4300 MacArthur Ave, Dallas, TX	Principal
1995-2005	Millwood Hospital	1011 N. Cooper, Arlington, TX	Director of Outpatient Services

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2004-2005	Honors Academy	4300 MacArthur Ave., Dallas, Texas	Superintendent
2000-2004	Honors Academy	4300 MacArthur Ave., Dallas, Texas	Principal, Excel

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

1/01/69	TEA Speech and Hearing Therapy		
8/01/72	TEA Emotionally Disturbed		
11/01/72	Elementary General		
8/01/73	TEA Educational Diagnostician		
1983	TEA Mid-management		

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

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

- ~~13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.~~

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

DIVISION OF CHARTER SCHOOLS
APPLICATION REVIEW/CONTINGENCIES
GENERATION 13 APPLICANT

APPROVED DURING CONTINGENCY PROCESS

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Human Resources Information

The information concerning the salary for the Superintendent in the biographical affidavit in the charter application on page 87, number 13 should be deleted and replaced with:

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

\$60,000

The information concerning the salary for the Superintendent in the charter application on page 40 is correctly stated as \$60,000.

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

Number of times adjudged bankrupt:

Date of each bankruptcy judgment:

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 12th day of February, 2007.

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.

Jimmy Lee Cockrell
(Signature of Affiant)

VERIFICATION

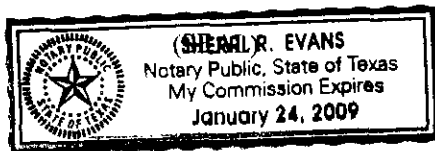
State of Texas
County of Denton

On this day, Jimmy Lee Cockrell (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of February, 2007.

Shirley R. Evans
(Notary Public)

My commission expires 1-24-09



The online version of this form is located at <http://www.tea.state.tx.us/charter/rfas/rfascharter.htm>. This file requires you to have an Adobe reader. Download a free reader at <http://www.adobe.com/products/acrobat/readstep2.html>

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

Check all that apply:

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity

Full Name of Proposed Charter School

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

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

1. Full Name (Initials Not Acceptable)

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

If yes, give reason for the change:

Maiden Name (if female):

Other names used at any time:

3. Current home address:

If you are a member of the governing body of the sponsoring entity, do you reside within 50 miles of the geographic boundary of the proposed charter school? Yes No N/A (because I am not a member of the governing body of the sponsoring entity).

4. Current home telephone number:

5. Education: Dates, Names, Locations and Degrees

College:

Graduate Studies:

Others:

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

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

DATES	EMPLOYER	ADDRESS	POSITION
2007-Present	Voyager Learning, Dallas, Texas		Executive editor for Reading
2004-2007	Denton ISD, Denton, Texas		Federal Program & Kids
2002-2004	University of North Texas, Denton, Texas		Masters Across Technology Project Coordinator
2000-2002	University of North Texas, Denton, Texas		Faculty member Program Coordinator Computer Education and Cognitive Systems Program
1995-2000	Allen ISD, Allen, Texas		Language Arts Coordinator

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

N/A

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

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
N/A			

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

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
N/A			

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

1981 Certificate of Teaching, Texas State Board of Education
--

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes No If so, please state the compensation you expect to receive. . Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity.

14. Is any relative within the third degree of consanguinity (i.e., your parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) or within the third degree of affinity (i.e., your spouse or your spouse's parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity or of the governing body of the charter school? Yes No If so, give details:

15. Will any relative(s) within the third degree of consanguinity or affinity (see definitions in Question 14 above) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the charter school? Yes No If so, give details:

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

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

Number of times adjudged bankrupt: _____

Date of each bankruptcy judgment: _____

Description of the circumstances surrounding each bankruptcy:

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

Dated and signed this 16th day of February, 2007.
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.

Donna Lynn Hattow
(Signature of Affiant)

VERIFICATION

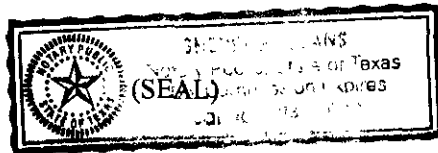
State of Texas
County of Denton

On this day, Donna Lynn Hattow (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of February, 2007.

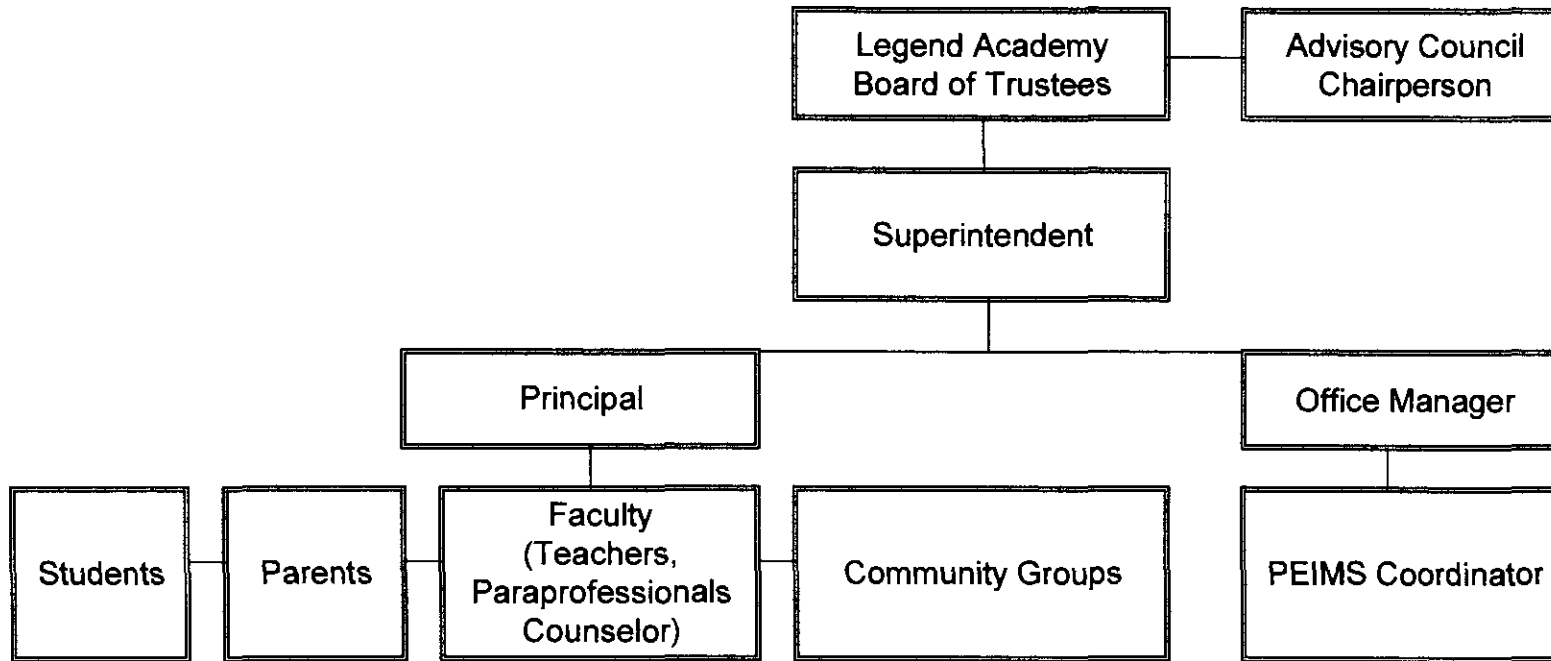
Shirley R. Evans
(Notary Public)

My commission expires 1-24-09



ATTACHMENT B

Legends Academy Organizational Chart



ATTACHMENT C

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

DEPARTMENT OF THE TREASURY

Date: DEC 27 2005

NORHPOINTE ACADEMY
C/O BRIAN D ESENWEIN
COTTEN SCHMIDT LLP
420 THROCKMORTON ST STE 500
FORT WORTH, TX 76102-0000

Employer Identification Number:
20-3631297
DLN:
17053313031025
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-3500
Accounting Period Ending:
August 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
October 17, 2005
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

NORHPOINTE ACADEMY

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

NORTHPOINTE ACADEMY

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at www.irs.gov, and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500 between 8:30 a.m. - 5:30 p.m. Eastern time.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE Customer Account Services Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve your organization, provide the Customer Account Services Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than \$25,000.

If your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000, you may file Form 990-EZ. If your gross receipts are over \$100,000, or your total assets are over \$250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

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. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below \$25,000, and we send you a Form 990 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you

Letter 947 (DO/CG)

NORTHPOINTE ACADEMY

are exempt from these requirements.

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

1. Income you receive from the performance of your exempt activity is not unrelated business income.
2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.
3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business income.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

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.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by

Letter 947 (DO/CG)

NORTHPOINTE ACADEMY

providing a written statement listing any cash contribution or describing any donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

**CONTRIBUTIONS OF MORE THAN \$75 AND
CHARITY PROVIDES GOODS OR SERVICES**

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ. Additional information can be

Letter 947 (DO/CG)

NORTEPOINTE ACADEMY

found in the instructions for Form 990 and Form 990-EZ, or you may call our toll free number to obtain additional information on how to correct and report this transaction.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

Letter 947 (DO/CG)

NORTHPOINTE ACADEMY

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, *Scholarships and Fellowships*.

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50. You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50.

Letter 947 (DO/CG)

ATTACHMENT D

ARTICLES OF INCORPORATION
OF
NORTHPOINTE ACADEMY
A Texas Non-Profit Corporation

FILED
In the Office of the
Secretary of State of Texas
OCT 17 2005
Corporations Section

I, the undersigned natural person of eighteen (18) years or more, acting as incorporator of an educational institution under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for University Academy.

ARTICLE ONE

The name of the Corporation is: NorthPointe Academy.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The street address of the registered office of the Corporation is 2026 West University Drive, Denton, Texas 76201, and the name of its initial registered agent at such address is Jimmie Lou Cockrell.

ARTICLE FOUR

The management of the affairs of the Corporation is vested in the Corporation's Board of Directors and such committees of the Board as the Board of Directors may from time to time establish. The qualifications, manner of selection, number, duties, terms, and other matters related to the Board of Directors shall be provided in the Bylaws. The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Richard Kresch	280 Madison Avenue, Suite 305 New York, NY 10016
Steve Brady	280 Madison Avenue, Suite 305 New York, NY 10016
Tom Rourke	2026 West University Drive Denton, Texas 76201

The number of Directors may not be decreased to less than three, as provided in the Texas Nonprofit Corporation Act.

Each director shall hold office for the term for which he or she is elected, except that each of the initial directors of the Corporation named in these Articles shall hold office for the terms

specified in the Bylaws, and until his or her successor shall have been duly elected and qualified unless sooner removed in the manner provided in the Bylaws or unless the director resigns.

ARTICLE FIVE

The Corporation will continue in perpetuity, unless the Corporation is otherwise dissolved pursuant to the Texas Non-Profit Corporation Act (the "Act")

ARTICLE SIX

This Corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended), or corresponding sections of any future federal tax code. The Corporation is organized for the following purposes which are not exclusive to accomplishment of the Corporation's primary mission of educating students in grades kindergarten through twelve:

1. To qualify as an open-enrollment charter school pursuant to Subchapter D, Chapter 12 of the Texas Education Code;
2. To contract with the Texas State Board of Education for an open-enrollment charter to operate a Texas public school;
3. To serve all qualified students, including students with behavior or discipline problems, in a safe and therapeutic learning environment that nurtures individual diversity and strengths and enhances the capacity for individual growth; and
4. To (i) develop programs of instruction customized for each student; (ii) maintain a campus that supports the learning environment; and (iii) offer instruction designed to meet the needs of each student.

ARTICLE SEVEN

Except as these Articles provide, the Corporation has all of the powers provided in the Act. The Corporation shall also have all of the implied powers that are necessary and proper to carry out its express powers.

ARTICLE EIGHT

Regardless of any other provision in these Articles or state law, the Corporation shall not have the power to take any action prohibited by the Act, nor shall the Corporation take any action that would be inconsistent with the requirements for tax exemption under Internal Revenue Code Section 501(c)(3) or for public charity status under Internal Revenue Code Section 509(a)(1) or for receiving tax deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and the related Regulations, rulings, and procedures thereto. Furthermore, the Corporation shall not have any power to engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and the related Regulations, rulings, and procedures, except to an insubstantial degree.

ARTICLE NINE

The Corporation will not have any members.

ARTICLE TEN

No part of the Corporation's net earnings shall inure to the benefit, or be distributable to, any director or officer of the Corporation or other private individual, and no officer or director of the Corporation or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propoganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of 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 Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The Corporation may, however, pay reasonable compensation for services that are rendered to or on behalf of the Corporation and that affect one or more of the Corporation's purposes, but only in conformity with the Act.

ARTICLE ELEVEN

The initial Bylaws of the Corporation shall be adopted by the Initial Board of Directors. The power to alter, amend or repeal such Bylaws or to adopt new Bylaws shall be vested in the Directors of the Corporation as provided in the Bylaws.

ARTICLE TWELVE

Upon the dissolution of the Corporation, all of its assets, after payment of debts and legal liabilities, and after the return of assets held on condition requiring return, transfer or conveyance in accordance with such requirements, 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, as the Corporation's Board of Directors shall determine. 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.

ARTICLE THIRTEEN

To the fullest extent provided by applicable law, no person shall be liable to the Corporation for monetary damages for or with respect to any acts or omissions in his or her capacity as a director, except that this Article Thirteen does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing

violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. If the Texas Miscellaneous Nonprofit Corporation Laws Act or any other statute of the State of Texas hereafter is amended to authorize the further elimination or limitation of the liability of directors of the Corporation, then the liability of a director of the Corporation shall be limited to the fullest extent permitted by the statutes of the State of Texas, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a director of the Corporation provided by the foregoing provisions of this Article Thirteen

The Corporation may indemnify and advance expenses to any person who was, is, or is threatened to be named in any lawsuits or other proceedings as a result of his or her service to the Corporation as a director or officer to the fullest extent permitted by the laws of the State of Texas as such laws may now or hereafter exist.


Any repeal of or amendment to this Article Thirteen shall be prospective only and shall not adversely affect any limitation on the liability or alleged liability of a director or officer of the Corporation existing at the time of such repeal or amendment.

ARTICLE FOURTEEN

The name and business address of the incorporator is:

Randall L. Schmidt
420 Throckmorton Street, Suite 500
Fort Worth, Texas 76102.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on this 14th day of October, 2005.



Incorporator

ATTACHMENT E

BYLAWS
OF
NORTHPOINTE ACADEMY
A Texas Non-Profit Corporation

BYLAWS OF NORTHPOINTE ACADEMY
(A TEXAS CHARTER SCHOOL)

TABLE OF CONTENTS

	PAGE
ARTICLE I - PURPOSES AND POWERS	1
Section 1.01. Purposes.	1
Section 1.02. Recognition of Exemption from Federal Income Tax	1
Section 1.03. Powers	1
ARTICLE II - OFFICES	2
Section 2.01. Principal Place of Business	2
Section 2.02. Registered Agent	2
ARTICLE III - MEMBERS	2
Section 3.01. No Members	2
ARTICLE IV - DIRECTORS	2
Section 4.01. General Powers	2
Section 4.02. Responsibility for Open-Enrollment Charter School.	2
Section 4.03. Number and Term.	3
Section 4.04. Qualifications.	3
Section 4.05. Training	4
Section 4.06. Nominations	4
Section 4.07. Election	4
Section 4.08. Compensation of Directors	4
Section 4.09. Vacancy	4
Section 4.10. Removal	4
Section 4.11. Board Committees	4
Section 4.12. Advisory Directors	4
Section 4.13. Regular and Special Meetings	5
Section 4.14. Quorum, Voting	5
Section 4.15. Proxies	5
Section 4.16. Procedure at Meetings; Chairman of Board	5
Section 4.17. Liability of Directors.	5
ARTICLE V - NOTICES	6
Section 5.01. Form of Notice.	6
Section 5.02. Waiver	6
ARTICLE VI - OFFICERS	6
Section 6.01. Officers	6
Section 6.02. Election and Term of Office	6
Section 6.03. President	6
Section 6.04. Vice Presidents	6
Section 6.05. Secretary	7
Section 6.06. Treasurer	7
Section 6.07. Qualification	7
Section 6.08. Training	8

(Continued)

ARTICLE VII - MISCELLANEOUS	8
Section 7.01. Contracts	8
Section 7.02. Checks, Drafts, etc.	8
Section 7.03. Depositories	8
Section 7.04. No Dividends	8
Section 7.05. Indemnification	8
Section 7.06. Corporate Seal.	8
Section 7.07. Fiscal Year; Accounting Election	8
Section 7.08. Books and Records.	8
Section 7.09. Amendments.	8
Section 7.10. Immunity From Liability.	9

(End of Table of Contents)

BYLAWS
OF
NORTHPOINTE ACADEMY

Effective as of November 1, 2005

ARTICLE I - PURPOSES AND POWERS

Section 1.01. Purposes. NorthPointe Academy (the "Corporation") is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended), or corresponding sections of any future federal tax code. The Corporation was organized effective as of October 18, 2005, by filing Articles of Organization with the Texas Secretary of State and upon the issuance of a Certificate of Incorporation confirming the existence of this Texas Nonprofit Corporation. The Corporation is organized for the following purposes which are not exclusive to accomplishment of the Corporation's primary mission of educating students in grades kindergarten through twelve:

1. To qualify as an open-enrollment charter school pursuant to Subchapter D, Chapter 12 of the Texas Education Code;
2. To contract with the Texas State Board of Education for an open-enrollment charter to operate a Texas public school;
3. To serve all qualified students, including students with behavior or discipline problems, in a safe and therapeutic learning environment that nurtures individual diversity and strengths and enhances the capacity for individual growth; and
4. To (i) develop programs of instruction customized for each student; (ii) maintain a campus that supports the learning environment; and (iii) offer instruction designed to meet the needs of each student.

Section 1.02. Recognition of Exemption from Federal Income Tax. In order to have its Application for an open-enrollment charter school accepted for review by the Texas State Board of Education, the Corporation must demonstrate in its Application that the Corporation has received a determination from the Internal Revenue Service that it has obtained tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, and is an organization exempt from taxation under that Section of the Code. The Corporation shall prepare and file IRS Form 1023, Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code.

Section 1.03. Powers. The Corporation shall have all of the powers of a non-profit corporation organized under the Texas Non-Profit Corporation Act, subject to any limitations set forth in its Articles of Incorporation and these Bylaws, as may be amended from time to time. The Corporation's Board of Directors shall act as the governing body of the open-enrollment charter school. In addition, the Corporation shall have the powers granted to public schools under the Texas Education Code..

ARTICLE II - OFFICES

Section 2.01. Principal Place of Business. The principal business office of the Corporation shall be 2026 West University Drive, Denton, Texas 76201. The Corporation may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 2.02. Registered Agent. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent. The registered office may be identical with any of the Corporation's places of business in the State of Texas, and the registered agent and registered office or the address of the registered office may be changed from time to time by the Board of Directors, subject to appropriate filings with the Office of the Secretary of State. The Corporation's initial registered agent shall be Jimmie Lou Cockrell.

ARTICLE III - MEMBERS

Section 3.01. No Members. The Corporation will not have any members.

ARTICLE IV - DIRECTORS

Section 4.01. General Powers. Subject to the restrictions imposed by applicable law, by the Articles of Incorporation, by these Bylaws, or by the Charter for the operation of an open-enrollment charter school, the business and affairs of the Corporation shall be managed and controlled by the Corporation's Board of Directors. The Board shall, subject to the same restrictions, make appropriate delegations of authority to the officers of the Corporation; and, to the extent permitted by law, by appropriate resolution the Board may authorize one or more committees to act on its behalf when the Board of Directors is not in session. The Board of Directors may, from time to time, by resolution adopted by a majority of the whole Board of Directors or as otherwise provided in these Bylaws, develop and issue statements of policy and procedure to carry out the authorities granted to the Board of Directors in the management of the Corporation. Until amended or revoked according to the Corporation's Bylaws, such policies and procedures shall be binding upon the directors, officers, and committees designated by the Board of Directors of the Corporation.

Section 4.02. Responsibility for Open-Enrollment Charter School.

- (a) As provided pursuant to the Texas Education Code, the governing body of an open-enrollment charter school is responsible for the management, operation, and accountability of the school, regardless of whether the governing body delegates the governing body's powers and duties to another person. The Board of Directors shall have those powers and duties provided for in these Bylaws and also as provided in Section 100.1101 of Chapter 19 of the Texas Administrative Code, as such Powers and Duties exist on the date of adoption of the Bylaws, and as may hereafter be amended from time to time.
- (b) The Board of Directors shall, acting as a corporate body in meetings posted in compliance with Texas Government Code, Chapter 551, oversee the management of the charter school.
- (c) Except as provided by the Texas Education Code and any corresponding administrative regulations, the Board of Directors' powers and duties to operate the charter school shall not be delegated or in any way alienated by the Board of Directors.

Section 4.03. Number and Term.

- (a) The Corporation's Board of Directors shall consist of at least three (3) but not more than seven (7) individuals. The Directors will determine among themselves the term of each Board Member as provided in this Section 4.03.
- (b) Commencing with the annual meeting of the Corporation's Board of Directors, the authorized number of directors of the Corporation may be increased up to no more than seven (7) individuals, as determined from time to time by the vote of a majority of the Board of Directors who are qualified and serving as such at the beginning of the annual meeting of directors. Provided that no decrease in the number of directors will have the effect of shortening the term of any director.
- (c) Unless the Corporation's Board of Directors determines otherwise, the Directors of the Corporation shall serve for one-year terms. At the election of the Board of Directors, the terms of subsequent Directors may be staggered so that one or more of the Board Members shall serve for a one-year term following the Corporation's first annual meeting, one or more Board Members shall serve for a two-year term following such first annual meeting, and one or more Board Members shall serve for a three-year term following any annual meeting. Directors may be elected to successive terms, and nothing shall be construed to prohibit a member of the Board of Directors from being reappointed or re-elected to succeed himself or herself.

Section 4.04. Qualifications.

- (a) A person may not serve as a member of the Board of Directors or as an officer or employee of the Corporation once the Corporation qualifies as an open-enrollment charter school if the person:
 - (1) has been convicted of a felony or a misdemeanor involving moral turpitude;
 - (2) has been convicted of an offense listed in Section 37.007(a) of the Texas Education Code;
 - (3) has been convicted of an offense listed in Article 62.01(5), Code of Criminal Procedure; or
 - (4) has a substantial interest in a company that provides management services to a charter school in the State of Texas (herein, "a management company").
- (b) For purposes of Subsection (a)(4), a person has a substantial interest in a management company if the person:
 - (1) has controlling interest in the company;
 - (2) owns more than 10 percent of the voting interest in the company;
 - (3) owns more than \$25,000 of the fair market value of the company;
 - (4) has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10 percent of the profits, proceeds, or capital gains of the company;
 - (5) is a member of the board of directors of other governing body of the company;

- (6) serves as an elected officer of the company; or
- (7) is an employee of the company.

Section 4.05. Training. Each Member of the Corporation's Board of Directors must timely complete all training for members of governing bodies of an open-enrollment charter school, as mandated according to Texas law. Failure to complete any such training course requirements, including any continuing training requirements, shall result in that person becoming ineligible to serve as a member of the Board of Directors.

Section 4.06. Nominations. The Board may establish a Nominating Committee. If established, such Committee will consider possible nominees and will make nominations by written report to the Board of Directors for each election of Directors. Such report will be sent to the Board of Directors for the meeting at which the election is to be held. If the Board has not established a Nominating Committee, then at any meeting to be held for elections, a Director of the Corporation may nominate a person to be a Director of the Corporation with the second of any other Director. The names of nominee(s) will be included in the notice of the meeting sent to the Board of Directors at which the election occurs.

Section 4.07. Election. Persons who have been duly nominated may be elected as Directors of the Corporation. Each Director will hold office until the expiration of his or her term and until his or her successor is elected and qualified.

Section 4.08. Compensation of Directors. Members of the Board of Directors, as such, shall not receive any stated salaries for their services, but, by resolution of the Board, a reasonable amount may be allowed as reimbursement of expenses incurred in attending to their authorized duties; provided, however, that nothing herein contained shall be construed to preclude any member of the Board from serving the Corporation in any other capacity and receiving compensation therefor.

Section 4.09. Vacancy. Any vacancy occurring on the Board of Directors or a membership on the Board of Directors to be filled by reason of an increase in the number of the Members of the Board shall be filled by the vote of a majority of the Board of Directors who are qualified and serving as such. A Director appointed to fill a vacancy shall serve for the unexpired term of such Director's predecessor in office.

Section 4.10. Removal. Any Director may be removed with or without cause by a vote of two-thirds (b) of the remaining Directors.

Section 4.11. Board Committees. The Board of Directors may from time to time designate members of the Board to constitute committees that, to the extent permitted by law, shall have and may exercise such powers as the Board may determine and specify in the respective resolutions appointing the committees. To the extent permitted by law, the Board may appoint persons who are not members of the board to any committee except a committee having the authority of the Board of Directors. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to change the number of members of any such committee or to fill vacancies or to discharge any member of any such committee.

Section 4.12. Advisory Directors. The Board of Directors may also appoint such advisory directors as the Board shall deem necessary and proper to act in advisory capacities, without the power of final decision in matters concerning the business of the Corporation on the open-enrollment charter school and without power to vote as a director.

Section 4.13. Regular and Special Meetings. Regular and Special meetings of the Board of Directors may be held with or without notice and at such time and at such place as shall from time to time be determined by the Board. With respect to the operation of the open-enrollment charter school, the meetings of the Board of Directors shall comply with the requirements of all applicable Open Meetings and Public Information Laws, including those set forth in Chapters 551 and 552 of the Texas Government Code.

- (a) With respect to the operation of an open-enrollment charter school, the governing body of a charter holder and the governing body of an open-enrollment charter school are considered to be governmental bodies for purposes of Chapters 551 and 552, Government Code.
- (b) With respect to the operation of an open-enrollment charter school, any requirement in Chapter 551 or 552, Government Code, that applies to a school district, the board of trustees of a school district, or public school students applies to an open-enrollment charter school, the governing body of a charter holder, the governing body of an open-enrollment charter school, or students attending an open-enrollment charter school.

Section 4.14. Quorum. Voting. At all meetings of the Board of Directors, a majority of the Directors in office shall be required for a quorum for the transaction of business, and the vote of a majority of the Directors present in person or by proxy shall be required for a resolution or act of the board of Directors, unless otherwise specifically provided by law, the Articles of Incorporation or these Bylaws. If a quorum is not present at any meeting of Directors, the Directors present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present. Each individual member of the Board of Directors shall have one vote on matters coming before the Board of Directors for consideration.

Section 4.15. Proxies. Subject to any limitations imposed by Texas Education Code on charter schools, a Director may vote at a meeting of the Board of Directors by proxy executed in writing by such Director and delivered to the secretary of the Corporation at or prior to such meeting; however, a Director present by proxy at any meeting of the Board of Directors may not be counted to determine whether a quorum is present at such meeting. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

Section 4.16. Procedure at Meetings; Chairman of Board. From time to time, the Board of Directors shall appoint one of the Directors to serve as Chairman of the Board of Directors and to preside at meetings of the board. In the absence of the Chairman at any meeting, a Member of the Board selected by the members of the Board present shall preside. The Secretary of the Corporation or his appointee shall be present at all meetings of the Board of Directors and shall act as Secretary at all meetings of the Board or, in his absence, the presiding Officer of the meeting shall designate any person in attendance to act as Secretary. At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine.

Section 4.17. Liability of Directors. Notwithstanding these Bylaws or the Texas Non-Profit Corporation Act (Article 1306-1.01 *et seq.*, Vernon's Texas Civil Statutes) or other law, on request of the commissioner, the attorney general may bring suit against a member of the governing body of an open-enrollment charter school for breach of a fiduciary duty by the member, including misapplication of public funds.

ARTICLE V - NOTICES

Section 5.01. Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any Director, director or committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice shall be given in writing and shall be delivered in person, by courier or by facsimile transmission with confirmation of receipt or by mail, postage prepaid, addressed to such trustee or committee member at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time the notice is deposited, postage prepaid, in the United States mail. All notices must comply with laws governing operation of a Texas open-enrollment charter school.

Section 5.02. Waiver. Whenever any notice is required to be given to any Director or committee members under the provisions of these Bylaws, a waiver thereof in writing signed by the member or the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VI - OFFICERS

Section 6.01. Officers. The officers of this Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time determine to be necessary or convenient. Any powers or duties delegated by the Board of Directors to an officer or any other person must be authorized by and made in compliance with in the charter for the operation of an open-enrollment charter school.

Section 6.02. Election and Term of Office.

- (a) The corporate officers shall be elected by the Board of Directors at the Board's annual meeting.
- (b) Each officer shall serve a one (1) year term commencing upon the installation of the person as the designated officer or until his successor is chosen and qualified.

Section 6.03. President. The President of the Corporation shall be the chief executive officer and the direct representative of the Board of Directors in the management of the Corporation. The President shall have the general direction of the affairs of the Corporation and general supervision over its several officers, subject, however, to the control of the Board of Directors. The President shall: at each Annual Meeting, and from time to time, report to the Board of Directors all matters within the President's knowledge and opinion that the interest of the Corporation may require to be brought to their notice; sign and execute in the name of the Corporation all contracts or other instruments authorized by the board of Directors, except in cases when the signing and execution thereof shall be expressly delegated or permitted by the Board or by these Bylaws to some other officer or agent of the Corporation; and in general, perform all duties incident to the office of President, and such other duties as from time to time may be assigned by the Board of Directors or as are prescribed by these Bylaws.

Section 6.04. Vice Presidents. There shall be one or more Vice Presidents (the number and classifications thereof to be determined by the Board) authorized to exercise the executive and operating authority of the President in the President's absence in the respective areas of responsibility as established by the President, or by the Board by resolution, from time to time. They shall have general and active supervision over and management of the property, business, and affairs of the Corporation within the areas of responsibility as established by the President, or by the Board by resolution. The Vice Presidents shall have such other duties and responsibilities as may be delegated to them by the President, or as may be prescribed by resolutions adopted by the Board of Directors, from time to time. Each appointed chief executive officer of any unincorporated

operating division of the Corporation shall, by virtue of appointment as such, be a duly elected, qualified and acting Vice President of the Corporation, with power to act as such strictly limited, however, to the other matters and things pertaining to the entity of the Corporation of which he or she is chief executive officer, and other documents the execution or performance of which have been authorized by the Board of Directors of the Corporation by appropriate resolution.

Section 6.05. Secretary. The duties of the Secretary shall be the following:

- (a) Keeping a book of minutes at the principal office of the Corporation or at such other place as the Board of Directors shall order, of all meetings of the directors and all meetings of the Members in the form and manner required by law;
- (b) Giving all notices in accordance with the provisions of these Bylaws or as required by law;
- (c) Affixing the corporate seal (if any) to all papers and documents requiring a seal, the execution of which on behalf of this Corporation under its seal is duly authorized by the Board of Directors;
- (d) Maintaining a register of the addresses of the directors and the Members; and
- (e) In general performing duties as may be assigned from time to time by the President or by the Board of Directors.

Section 6.06. Treasurer. The Treasurer shall:

- (a) Upon determination by the Board of Directors, give a bond for the faithful discharge of the duties of said office in such sum and with sure surety or sureties as the Board of Directors shall determine;
- (b) Maintain correct accounts of the properties and business transactions of the Corporation which shall include all matters required by law;
- (c) Have the responsibility for the care and custody of the funds and valuables of the Corporation and deposit same in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate;
- (d) Oversee the disbursement of the funds of the Corporation, retaining proper documentation for such disbursement;
- (e) Render to the President of the Corporation and the Board of Directors whenever required, but at least annually, an account of all the transactions as Treasurer and a financial statement in form satisfactory to them, showing the condition of the Corporation, audited by independent certified public accountants selected by the directors of the Corporation; and
- (f) Have such other powers and perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6.07. Qualification. The persons who are appointed to serve as officers of the Corporation must satisfy the eligibility requirements set forth in Section 404(a).

Section 6.08. Training. Each Officer of the Corporation must timely complete all training for members of governing bodies of an open-enrollment charter school, as mandated according to Texas law. Failure to complete any such training course requirements, including any continuing training requirements, shall result in that person becoming ineligible to serve as an Officer of the Corporation.

ARTICLE VII - MISCELLANEOUS

Section 7.01. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract, including contracts with physicians and other providers, or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.02. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers of the Corporation and in such manner as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

Section 7.03. Depositories. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in one or more such banks, savings associations, trust companies or other depositories as may from time to time authorize pursuant to these Bylaws or by resolution of the Board of Directors.

Section 7.04. No Dividends. No dividend shall be paid and no part of the income of the Corporation shall be distributed to any of the Corporation's directors or officers.

Section 7.05. Indemnification. The Corporation shall indemnify any current or former director, officer, agent or employee, or any person who may have served at the Corporation's request as a director, officer, agent or employee of another Corporation or entity, to the fullest extent permitted under the Corporation's Articles of Incorporation and the Texas Non-Profit Corporation Act.

Section 7.06. Corporate Seal. The Board of Directors may, but is not required to, adopt a corporate seal. The corporate seal shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon instruments of any nature required to be executed by officers of the Corporation.

Section 7.07. Fiscal Year; Accounting Election. The fiscal year of and the method of accounting for the Corporation shall be as the Board of Directors shall at any time and from time to time determine.

Section 7.08 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any officer or Director or his or her agent or attorney for any proper purpose at any reasonable time.

Section 7.09. Amendments. The power to alter, amend or repeal the Bylaws, or to adopt new Bylaws, is reserved to the Board of Directors of the Corporation and will require an affirmative vote of a majority of the Board of Directors.

Section 7.10. Immunity From Liability. In matters related to operation of an open-enrollment charter school, an open-enrollment charter school is immune from liability to the same extent as a school district, and its employees and volunteers are immune from liability to the same extent as school district employees and volunteers. A member of the governing body of an open-enrollment charter school or of a charter holder is immune from liability to the same extent as a school district trustee.

ATTACHMENT F

Advertiser Name: _____

Northpointe Academy _____

Jimmye Lou Cockrell _____

Newspaper Ad. #: 17976 _____

THE STATE OF TEXAS
The County of Denton
The County of Tarrant

Bill Patterson

Being duly sworn (s)he is the Publisher/authorized designee of the: Denton Record-Chronicle x in City of Denton/surrounding areas in Denton Co; Grapevine Sun _____; Newspaper(s) of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper(s) on the following dates.

Publication of the following neighborhood newspapers began on May 7, 2005.
Southern Denton County Neighbors _____;
(name changed from Lewisville/Flower Mound/Highland Village Neighbors effective 5/20/2006.)
Carrollton Neighbors _____;
Coppell/Valley Ranch Neighbors _____.

Public forum for Legends

Denton Record Chronicle, January 10, 2007; 20 lines, \$13.00

Bill Patterson

Subscribed and sworn to before me this 11 day of January 2007

Witness my hand and official seal _____

Nancy G McAfee

Notary Public, Denton, County, Texas



Affidavit of Publisher to Publication of Legal Notice
(Here Paste the Notice by Publication Cut from Newspaper)

NORTHPOINTE ACADEMY will hold a public hearing to discuss the application for a new charter school named Legends Academy on January 20, 2007, at 3:00 p.m. The meeting will be held at the Center for Visual Arts located at 207 South Bell, Denton, Texas. Board members include Cassandra Berry, Rebecca Baum, Timothy Sullivan, Richard Godoy and Dr. Ruth Silva.; Superintendent Jimmye Lou Cockrell. For additional information, please call Jimmye Lou Cockrell at 940-328-8145.
DRC, 07/10/07

ATTACHMENT G

The public forum for Legends Academy (sponsoring entity: NorthPointe Academy) was held on Saturday, January 20, 2007 at 3:00 PM. The forum was held at the Center for the Visual Arts in Denton, Texas. Although there was inclement weather existing all day, the forum was attended by 26 people. Jimmye Lou Cockrell and Cassandra Berry conducted the forum. Ms. Cockrell discussed the philosophy of the school and discussed the grades that will accommodate the students. Ms. Cockrell explained how the Charter system operates and answered questions pertaining to a Charter school. Questions were asked about costs of Charter school, accountability issues, time requirements, and the required qualifications of teachers. Ms. Cockrell also gave out the Texas Education Agency web site for Charter schools as a resource. Ms. Berry discussed the importance of parent involvement and how that would evolve at our school. Some of the specific questions asked were:

- 1) Does the charter school require tuition?
No, the Charter school is part of the public education system funded by the Texas Education Agency and is free to students.
- 2) Will grade 10 be served the opening year of Legends Academy?
Only grades 5-9 will be served the first year of operation.
- 3) Does the Charter school involve TAKS?
The Charter schools are under the same accountability requirements as the traditional public schools.
- 4) Will there be a PTO?
Yes, there will be a parent teacher organization and other parent involvement activities at the school.
- 5) Will there be extra-curricular activities?
Yes, there will be activities such as drama, student council, honors society, and service learning provided to students at Legends Academy.

The parents and community leaders gave all indication that the Charter school would be an asset to Denton and the surrounding area.

ATTACHMENT H

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

For delivery information visit our Website at www.usps.com

IRVING TX 75039		POSTAL USE	
Postage	\$0.63	0392	
Postage and Fees	\$2.40	04	Postmark Here
Delivery Fee	\$1.85		
Delivery Fee	\$0.00		
Delivery Fee	\$4.88	01/31/2007	

Wintree Academy
 6221 Riverside Dr #110
 Irving TX 75039

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 Hurst Eules Bedford ISD
 1849 Central Drive
 Bedford, Texas 76022

2. Article Number
 (Transfer from ser. 7006 2760 0004 8458 3893)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Marlie E Vega* Agent Addressee

B. Received by (Printed Name)
Marlie E Vega

C. Date of Delivery
 2-2-07

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 Frisco ISD
 6921 Maple Street
 Frisco, Texas 75034

2. Article Number
 (Transfer from service label, 7006 2760 0004 8458 3879)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Gayle W...* Agent Addressee

B. Received by (Printed Name)
 C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 Birdville ISD
 6125 E. Belknap Street
 Haltom City, Texas 76117

2. Article Number
 (Transfer from service label, 7006 2760 0004 8458 3602)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Josh Sower* Agent Addressee

B. Received by (Printed Name)
Josh Sower

C. Date of Delivery
 2/2/07

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent Addressee
Bob Simmel
B. Received by (Printed Name) *Bob Simmel* C. Date of Delivery *02/02/07*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent Addressee
Joan Shipley
B. Received by (Printed Name) *Joan Shipley* C. Date of Delivery *02/01/07*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Article Addressed to:
Lindsay ISD
P.O. Box 145
Lindsay, Texas 76350

Article Addressed to:
Little Elm ISD
500 Lobo Lane
Little Elm Texas 75068

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

7006 2760 0004 8458 4043

2. Article Number 7006 2760 0004 8458 3718
(Transfer from service label)

Domestic Return Receipt

102595-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent Addressee
Marilyn Weber
B. Received by (Printed Name) *MARILYN WEBER* C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Article Addressed to:
Pilot Point ISD
829 S Harrison Road
Pilot Point, Texas 76258-9584

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

2. /

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

1. Enter the name of the sponsoring entity.

2. Enter the name of the proposed charter

3. Enter the date of the fiscal year end:

4. Enter data in cells requiring a number o

calculate.

5. To complete the budget template, use t

Chart Of Accounts to ensure that the a

6. The Summary of Estimated Revenues

entered into this worksheet.

7. Enter information regarding beginning

Assets at Beginning of Year. Include

8. Enter information regarding local rever

9. Enter information regarding state rever

10. Enter information regarding federal rev

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Grapevine-Colleyville ISD
3051 Ira E Woods Ave
Grapevine, Texas 76051

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X James Grock

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Boyd ISD
500 Knox Ave.
Boyd Tx 76023

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X William Grock

B. Received by (Printed Name) C. Date of Delivery
 WILLIAM GROCK 2-2-07

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

Article Number (Transfer from service label) 7006 2760 0004 8458 3909
 Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number (Transfer from serv. 7006 2760 0004 8458 4661
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ponder ISD
P. O. Box 278
Ponder Texas 76259

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X Karen Shotwell

B. Received by (Printed Name) C. Date of Delivery
 Karen Shotwell 2-2

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Collinsville ISD
P. O. Box 49
Collinsville, Texas 76233

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X Karen Shotwell

B. Received by (Printed Name) C. Date of Delivery
 Karen Shotwell 2/2/07

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

Article Number (Transfer from service label) 7006 2760 0004 8458 4005
 Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number (Transfer from service lab. 7006 2760 0004 8458 3947
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Dennison ISD
1201 South Rusk
Dennison, Texas 75020

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Julie Elrod Agent Addressee
B. Received by (Printed Name) *Julie Elrod* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wylie ISD
151 S Ballard Ave
Wylie, Tx 75098

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Felipe Douthett Agent Addressee
B. Received by (Printed Name) *Felipe Douthett* C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

Article Number **7006 2760 0004 8458 4111**
(Transfer from service label)
Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number **7006 2760 0004 8458 4623**
(Transfer from service label)
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Callisburg ISD
148 Dozier
Gainesville, Texas 76240

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Tickie Colteryan Agent Addressee
B. Received by (Printed Name) *Tickie Colteryan* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keller ISD
350 Keller Parkway
Keller, Texas 76248

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Pam Childers Agent Addressee
B. Received by (Printed Name) *Pam Childers* C. Date of Delivery *2-1-07*

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

Article Number **7006 2760 0004 8458 3619**
(Transfer from service label)
Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number **7006 2760 0004 8458 3886**
(Transfer from service label)
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Alvarado ISD
P. O. Box 387
Alvarado, Texas 76009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) *John Thomas* C. Date of Delivery *2-2-07*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Celina ISD
P. O. Box 188
Celina, Texas 75009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) *John Moore* C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

Article Number (Transfer from service label) 7006 2760 0004 8458 4012

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

2. Article Number (Transfer from service label) 7006 2760 0004 8458 4029

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Allen ISD
601 E Main Street
Allen, Texas 75002

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Allen ISD
601 E Main Street
Allen, Texas 75002

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) *Tracy McDowell* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

Article Number (Transfer from service label) 7006 2760 0004 8458 4647

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number (Transfer from service label) 7006 2760 0004 8458 3855

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

 Melissa ISD
 1904 Cooper St
 Melissa Texas 75454

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Tam Deuko Agent Addressee
 B. Received by (Printed Name) *Tam Deuko* C. Date of Delivery *2-1-07*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

Article Number *7006 2760 0004 8458 3923*
 (Transfer from service label)
 S Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 Muenster ISD
 P. O. Box 608
 Muenster, Texas 76238

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Jeannette Reiter Agent Addressee
 B. Received by (Printed Name) *Jeannette Reiter* C. Date of Delivery *2/5/07*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number *7006 2760 0004 8458 4098*
 (Transfer from service label)
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

 Farmersville ISD
 501 A Highway 78 North
 Farmersville, TX 75442

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Vicky Dowell Agent Addressee
 B. Received by (Printed Name) *Vicky Dowell* C. Date of Delivery *2/1/07*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

Article Number *7006 2760 0004 8458 4654*
 (Transfer from service label)
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 Farmersville ISD
 501 A Highway 78N
 Farmersville, Texas 75442

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Vicky Dowell Agent Addressee
 B. Received by (Printed Name) *Vicky Dowell* C. Date of Delivery *2/1/07*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number *7006 2760 0004 8458 3695*
 (Transfer from service label)
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Gunter ISD
P. O. Box 109
Gunter, Texas 75058

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Maddie V. [Signature] Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
2-5-07

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

Article Number 7006 2760 0004 8458 3916
(Transfer from service label)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Denton ISD
13307 N Locust
Denton Texas 76201

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Sherlene Wright Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
Sherlene Wright 2-1-07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 8458 3589
(Transfer from service label)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Argyle ISD
800 Eagle Drive
Argyle, Texas 76226

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
Deey Skinner 2-1

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

Article Number 7006 2760 0004 8458 3701
(Transfer from service label)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chico ISD
P. O. Box 95
Chico, Texas 76238

COMPLETE THIS SECTION ON DELIVERY

A. Signature
J. Keller Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
J Keller 2-1-07

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

Article Number 7006 2760 0004 8458 4074
(Transfer from service label)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Lake Dallas ISD
P. O. Box 548
Lake Dallas, Texas 75009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
C. ASUE

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

Article Number 7006 2760 0004 8458 4036
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Krum ISD
809 East McCart
Krum, Texas 76249

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Rhonda Harrison 2-1-07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 8458 3985
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Eagle Mountain Saginaw ISD
1200 Old Decatur Road
Fort Worth, Texas 76179

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Will Parais 2-1-07

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

Article Number 7006 2760 0004 8458 3626
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Era ISD
P. O. Box 98
Era, Texas 76238

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Joe Roberts 2-1-07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 8458 4067
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Slidell ISD
 P. O. Box 69
 Slidell, Texas 76350

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Elida Verdugo Agent Addressee

B. Received by (Printed Name) *Elida Verdugo* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number *7006 2760 0004 8458 4050*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Azle ISD
 300 Roe Street
 Azle, Texas 76020

COMPLETE THIS SECTION ON DELIVERY

A. Signature
J. Kelly Agent Addressee

B. Received by (Printed Name) *J. Kelly* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number *7006 2760 0004 8458 3596*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Gainseville ISD
 800 S Morris Street
 Gainseville, Texas 76240

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Kathy Wiginton Agent Addressee

B. Received by (Printed Name) *KATHY WIGINTON* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number *7006 2760 0004 8458 3688*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Northwest ISD
 P. O. Box 77070
 Fort Worth, Texas 76177

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Tosh LaFrance Agent Addressee

B. Received by (Printed Name) *Tosh LaFrance* C. Date of Delivery *2-1-07*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number *7006 2760 0004 8458 3961*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Aubrey ISD
415 Tisdell Lane
Aubrey, Texas 76227

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) *V. Jones* C. Date of Delivery *2/1/07*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

McKinney ISD
#1 Duvall Street
McKinney, Texas 75069

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery *2/1/07*

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

Article Number *7006 2760 0004 8458 3725*
 (Transfer from service label)

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number *7006 2760 0004 8458 3848*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Decatur ISD
501 E. Collins Street
Decatur, Texas 76234

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) *Conner* C. Date of Delivery *2/1*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richardson ISD
400 S Greenville Ave
Richardson, Texas 75081

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) *Reedy* C. Date of Delivery *2-1*

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

Article Number *7006 2760 0004 8458 3954*
 (Transfer from service label)

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number *7006 2760 0004 8458 3640*
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Universal Academy
2616 N MacArthur
Irving, Texas 75062

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 [Signature] 2-1-07

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

Article Number 7006 2760 0004 8458 3657
 (Transfer from service label)

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Plano ISD
2700 W 15th Street
Plano, Texas 75075

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent
 Address

B. Received by (Printed Name) C. Date of Delivery
 [Signature] 2-1

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 8458 4104
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Anna ISD
501 S Sherley Ave
Anna, Texas 75409

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Sheeri L. Groves 2-1-07

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

Article Number 7006 2760 0004 8458 3992
 (Transfer from service label)

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sherman ISD
120 W. King St
Sherman Tx 75090

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent
 Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 8458 4630
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

RECIPIENT: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Carrollton-Farmers Branch ISD
1445 N Perry Road
Carrollton, Texas 75006

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *W. H. [Signature]* C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tioga ISD
405 N Florence
P O Box 159
Tioga, Texas 76271

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number **7006 2760 0004 8458 3633**
(Transfer from service label)
Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number **7006 2760 0004 8458 3978**
(Transfer from service label)
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

RECIPIENT: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Coppell ISD
200 S Denton Tap Road
Coppell, Texas 75019

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *Brian L. Houser* C. Date of Delivery *2/10/07*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bridgeport ISD
2107 15th Street
Bridgeport, Texas 76426

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *Stacy Riten* C. Date of Delivery *2/10/07*

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

Article Number **7006 2760 0004 8458 3664**
(Transfer from service label)
Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2. Article Number **7006 2760 0004 8458 3671**
(Transfer from service label)
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lewisville ISD
P. O. Box 217
Lewisville, Texas 75067

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Gregory Brown* Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
Gregory Brown

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

Article Number
(Transfer from service label) 7006 2760 0004 8458 3930

Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carroll ISD
3051 Dove Road
Grapevine, Texas 76051

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *John S. Gorb* Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
John S. Gorb *8-10-07*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7006 2760 0004 8458 3732

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-154

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sanger ISD
P. O. Box 2399
Sanger, Texas 76238

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Chris Grimes* Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
Chris Grimes *2/1/07*

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

Article Number
(Transfer from service label) 7006 2760 0004 8458 4081

Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paradise ISD
338 School House Road
Paradise, Texas 75073

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Paula Lane* Agent Addressee
B. Received by (Printed Name) C. Date of Delivery
Paula Lane *2-1*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7006 2760 0004 8458 3749

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-154

7006 2760 0004 8458 3862 298E 8548 4000 0000 9000

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

For delivery information visit our website at www.usps.com®

PROSPER TX 75078 **OFFICIAL USE**

Postage	\$ 0.63	0392 04 Postmark Here 01/31/2007
Certified Fee	\$2.40	
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.88	

Sent to: PROSPER ISD
 Street, Apt. No. or PO Box No.: P.O. Box 100
 City, State, ZIP+4: PROSPER TX 75078

ATTACHMENT I

NorthPointe Academy was incorporated after January 1, 2005 and has less than \$5,000 in receipts and assets, therefore an audit report is not being provided. (See Articles of Incorporation).

ATTACHMENT J

NorthPointe Academy was incorporated after January 1, 2005 and has less than \$5,000 in receipts and assets, therefore a credit report is not being provided. (See Articles of Incorporation).

ATTACHMENT K

NorthPointe Academy does not have a Form 990 to submit. Due to the IRS rules NorthPointe Academy is not required to file a 990 due to no gross receipts received during the tax year.

ATTACHMENT L

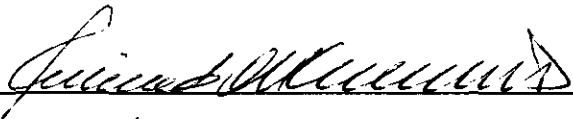
Page 3 of 21

ASCEND HEALTH CORPORATION

Ascend Health Corporation pledges to donate \$100000 to NorthPointe Academy Foundation following the approval of the Charter Application by Texas State Board of Education once the NorthPointe Foundation has been established.

These funds are to be used for the purposes of enhancing the education of students at Legends Academy.

Signed:



Date:

2/14/07

ATTACHMENT M


REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT 

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Start Up Budget Template Instructions**

Instructions to complete start up budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start up budget: to
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered in the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.

Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

For the period

11/01/2007

to

08/31/2008

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Total Estimated Revenues	\$ 200,000	\$ -	\$ -	\$ 200,000
Estimated Expenses:				
6100 Payroll Costs	95,409	-	-	95,409
6200 Professional and Contracted Services	36,000	-	-	36,000
6300 Supplies and Materials	67,223	-	-	67,223
6400 Other Operating Costs	1,300	-	-	1,300
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 199,932	\$ -	\$ -	\$ 199,932
Change in Net Assets	\$ 68	\$ -	\$ -	\$ 68
Net Assets at End of Year	<u>\$ 68</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 68</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Net Assets at Beginning of Year

NorthPointe Academy
 Legends Academy

Budget for the period

11/01/2007

to

08/31/2008

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues**

NorthPointe Academy
Legends Academy

Budget for the period

11/01/2007

to

08/31/2008

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Start Up Grant	100,000	-	-	100,000
Gift	100,000	-	-	100,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Estimated Revenues	\$ 200,000	\$ -	\$ -	\$ 200,000

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the period

	11/01/2007	to	08/31/2008	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	23,917	-	-	23,917
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	62,293	-	-	62,293
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	903	-	-	903
6142 Group Health and Life Insurance	3,375	-	-	3,375
6143 Workers' Compensation	2,803	-	-	2,803
6145 Unemployment Compensation	1,370	-	-	1,370
6146 Teacher Retirement/TRS Care	748	-	-	748
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 95,409</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 95,409</u>

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	-	-	-	-
6219 Professional Services	12,000	-	-	12,000
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	2,000	-	-	2,000
6259 Utilities	4,500	-	-	4,500
6269 Rentals -- Operating Leases	17,500	-	-	17,500
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 36,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 36,000</u>

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	500	-	-	500
6321 Textbooks	-	-	-	-
6329 Reading Materials	-	-	-	-
6339 Testing Materials	1,600	-	-	1,600
6341 Food	-	-	-	-
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	6,826	-	-	6,826
6399 General Supplies	58,297	-	-	58,297
Total Supplies and Materials	\$ 67,223	\$ -	\$ -	\$ 67,223

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	300	-	-	300
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	1,000	-	-	1,000
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	-	-	-	-
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 1,300</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,300</u>

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u><u>\$ 199,932</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 199,932</u></u>

Start Up Budget

6119 Salaries and Wages

Teachers will begin 8/08

3 teachers @ \$33000 annually for 1 mo	\$ 8,250.00	
6 teacher @ \$38000 annually for 1 month	\$ 9,500.00	
1 teacher @ 45000 annually for1 months	\$ 4,500.00	
1 part time teacher @ \$20000 annually for 1 mo	\$ 1,667.00	

Highly qualified working toward certification

\$ 23,917.00 \$ 23,917.00

6129 Support Salaries and Wages

1 Superintendent @ \$60000 annually for 7 mo	\$ 35,000.00	
1 Principal @ \$50500 annually for 3 mo	\$ 12,625.00	
1 Office Manager @ \$32000 annually for 5 mo	\$ 13,334.00	
1 PEIMS person (part time) for 1 mo	\$ 1,334.00	

\$ 62,293.00 \$ 62,293.00

6141 Social Security/Medicare @1.45%	\$ 903.00	
6142 Group Health and Life @\$225/mo/employee	\$ 3,375.00	
6145 Unemployment Insurance @ 4.5% of salary	\$ 2,803.00	
6143 Workers Compensation @ 2.2%	\$ 1,370.00	

6146

TRS @1.2%	\$ 748.00	
-----------	-----------	--

\$ 9,199.00 \$ 9,199.00

6219 Professional Services

Development of Curriculum, Staff development	\$ 12,000.00	\$ 12,000.00
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6249 Maintenance and Repair

\$ 2,000.00 \$ 2,000.00

6259 Utilities @ \$1500 for 3 months

\$ 4,500.00 \$ 4,500.00

6269 Rentals and Operating Leases

Rent @ \$5000 for 3 months	\$ 15,000.00	
Copier Lease	\$ 2,500.00	

\$ 17,500.00 \$ 17,500.00

6319 Maintenance Supplies	\$ 500.00	\$ 500.00	
6339 Assessments	\$ 1,600.00	\$ 1,600.00	
6349 Food Service Supplies			
6 cafeteria tables @ \$721	\$ 4,326.00		
Refridge/serving trays	\$ 2,500.00		
	\$ 6,826.00	\$ 6,826.00	
6399 General Supplies			
15 teacher/office desks @ \$300	\$ 4,500.00		
15 desk chairs @ \$100	\$ 1,500.00		
15 file cabinets @ \$112	\$ 1,680.00		
15 bookcases @ \$104	\$ 1,560.00		
15 locked cabinets @ \$169	\$ 2,535.00		
15 bulletin boards @ \$90	\$ 1,350.00		
Reception furniture	\$ 2,000.00		
2 round conf table	\$ 885.00		
12 chairs @ \$130	\$ 1,560.00		
Phone System	\$ 3,500.00		
250 student desks @ \$70	\$ 17,500.00		
10 computer tables @ \$184	\$ 1,840.00		
20 computer chairs @ \$125	\$ 2,500.00		
13 computers @ \$800	\$ 10,400.00		
10 student printers @ \$200	\$ 2,000.00		
1 office printer/fax	\$ 600.00		
3 phones @ \$129	\$ 387.00		
Misc office supplies	\$ 2,000.00		
	\$ 58,297.00	\$ 58,297.00	
6411 Travel & Subsistence - Employees	\$ 300.00		
6419 Travel & Subsistence - Non-Employees	\$ 1,000.00		
	\$ 1,300.00	\$ 1,300.00	
		\$ 199,932.00	

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Question 3 (Attachment M Budget)

The information concerning the salary for 6 teachers in the start-up budget in the charter application on pages 150, 153 157, and 158 were incorrectly stated and should be deleted and replaced with the attached pages.

The information concerning the salary for the principal in the charter application on pages 150, 153, 157, and 158, should be deleted and replaced with the attached pages. Legends Academy has decided not to utilize the Principal position for the start-up year of 2007-2008.

*This page
and the
10 that
follow*

Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

For the period

11/01/2007

to

08/31/2008

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Total Estimated Revenues	\$ 200,000	\$ -	\$ -	\$ 200,000
Estimated Expenses:				
6100 Payroll Costs	94,004	-	-	94,004
6200 Professional and Contracted Services	36,000	-	-	36,000
6300 Supplies and Materials	67,223	-	-	67,223
6400 Other Operating Costs	1,300	-	-	1,300
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 198,527	\$ -	\$ -	\$ 198,527
Change in Net Assets	\$ 1,473	\$ -	\$ -	\$ 1,473
Net Assets at End of Year	\$ 1,473	\$ -	\$ -	\$ 1,473

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Net Assets at Beginning of Year

NorthPointe Academy

Legends Academy

Budget for the period

11/01/2007

to

08/31/2008

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues

NorthPointe Academy

Legends Academy

Budget for the period

11/01/2007

to

08/31/2008

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Start Up Grant	100,000	-	-	100,000
Gift	100,000	-	-	100,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Estimated Revenues	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 200,000</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the period	11/01/2007		to 08/31/2008	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	33,417	-	-	33,417
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	49,668	-	-	49,668
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	1,205	-	-	1,205
6142 Group Health and Life Insurance	3,150	-	-	3,150
6143 Workers' Compensation	1,828	-	-	1,828
6145 Unemployment Compensation	3,739	-	-	3,739
6146 Teacher Retirement/TRS Care	997	-	-	997
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	\$ 94,004	\$ -	\$ -	\$ 94,004

NorthPointe Academy
Legends Academy

Budget for the period

	11/01/2007	to	08/31/2008	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	-	-	-	-
6219 Professional Services	12,000	-	-	12,000
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	2,000	-	-	2,000
6259 Utilities	4,500	-	-	4,500
6269 Rentals -- Operating Leases	17,500	-	-	17,500
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 36,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 36,000</u>

NorthPointe Academy

Legends Academy

Budget for the period

11/01/2007

to

08/31/2008

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	500	-	-	500
6321 Textbooks	-	-	-	-
6329 Reading Materials	-	-	-	-
6339 Testing Materials	1,600	-	-	1,600
6341 Food	-	-	-	-
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	6,826	-	-	6,826
6399 General Supplies	58,297	-	-	58,297
Total Supplies and Materials	<u>\$ 67,223</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 67,223</u>

NorthPointe Academy
Legends Academy

Budget for the period

	11/01/2007	to	08/31/2008	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	300	-	-	300
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	1,000	-	-	1,000
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	-	-	-	-
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 1,300</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,300</u>

NorthPointe Academy
 Legends Academy
 Budget for the period

11/01/2007 to 08/31/2008

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ 198,527</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 198,527</u>

Start Up Budget

6119 Salaries and Wages

Teachers will begin 8/08

3 teachers @ \$33000 annually for 1 mo	\$ 8,250.00 ^v	
6 teacher @ \$38000 annually for 1 month	\$ 19,000.00 ^v	
1 teacher @ 45000 annually for 1 month	\$ 4,500.00 ^x	
1 part time teacher @ \$20000 annually for 1 mo	\$ 1,667.00 ^v	
	\$ 33,417.00	\$ 33,417.00

Highly qualified working toward certification

\$6,375.00 maintenance of staff... 8/20/07

6129 Support Salaries and Wages

1 Superintendent @ \$60000 annually for 7 mo	\$ 35,000.00	
1 Office Manager @ \$32000 annually for 5 mo	\$ 13,334.00	
1 PEIMS person (part time) for 1 mo	\$ 1,334.00	
	\$ 49,668.00	\$ 49,668.00

Principal 1

6141 Social Security/Medicare @1.45%	\$ 1,205.00	
6142 Group Health and Life @\$225/mo/employee	\$ 3,150.00	
6145 Unemployment Insurance @ 4.5% of salary	\$ 3,739.00	
6143 Workers Compensation @ 2.2%	\$ 1,828.00	

6146 TRS @1.2%	\$ 997.00	
	\$ 10,919.00	\$ 10,919.00

6219 Professional Services		
Development of Curriculum, Staff development	\$ 12,000.00	\$ 12,000.00

6249 Maintenance and Repair	\$ 2,000.00	\$ 2,000.00
-----------------------------	-------------	-------------

6259 Utilities @ \$1500 for 3 months	\$ 4,500.00	\$ 4,500.00
--------------------------------------	-------------	-------------

6269 Rentals and Operating Leases		
Rent @ \$5000 for 3 months	\$ 15,000.00	
Copier Lease	\$ 2,500.00	
	\$ 17,500.00	\$ 17,500.00

6319 Maintenance Supplies	\$	500.00	\$	500.00
6339 Assessments	\$	1,600.00	\$	1,600.00
6349 Food Service Supplies				
6 cafeteria tables @ \$721	\$	4,326.00		
Refridge/serving trays	\$	2,500.00		
	\$	6,826.00	\$	6,826.00
6399 General Supplies				
15 teacher/office desks @ \$300	\$	4,500.00		
15 desk chairs @ \$100	\$	1,500.00		
15 file cabinets @ \$112	\$	1,680.00		
15 bookcases @ \$104	\$	1,560.00		
15 locked cabinets @ \$169	\$	2,535.00		
15 bulletin boards @ \$90	\$	1,350.00		
Reception furniture	\$	2,000.00		
2 round conf table	\$	885.00		
12 chairs @ \$130	\$	1,560.00		
Phone System	\$	3,500.00		
250 student desks @ \$70	\$	17,500.00		
10 computer tables @ \$184	\$	1,840.00		
20 computer chairs @ \$125	\$	2,500.00		
13 computers @ \$800	\$	10,400.00		
10 student printers @ \$200	\$	2,000.00		
1 office printer/fax	\$	600.00		
3 phones @ \$129	\$	387.00		
Misc office supplies	\$	2,000.00		
	\$	58,297.00	\$	58,297.00
6411 Travel & Subsistence - Employees	\$	300.00		
6419 Travel & Subsistence - Non-Employees	\$	1,000.00		
	\$	1,300.00	\$	1,300.00
			\$	198,527.00

ATTACHMENT N


REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT —

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Budget Template Instructions**

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 68	\$ -	\$ -	\$ 68
Estimated Revenues:				
5700 Local Sources	10,000	-	-	10,000
5800 State Sources	1,107,977	-	55,000	1,162,977
5900 Federal Sources	10,000	-	33,667	43,667
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 1,127,977	\$ -	\$ 88,667	\$ 1,216,644
Estimated Expenses:				
6100 Payroll Costs	698,008	-	51,908	749,916
6200 Professional and Contracted Services	250,100	-	10,000	260,100
6300 Supplies and Materials	162,413	-	26,980	189,393
6400 Other Operating Costs	10,000	-	-	10,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 1,120,521	\$ -	\$ 88,888	\$ 1,209,409
Change in Net Assets	\$ 7,456	\$ -	\$ (221)	\$ 7,235
Net Assets at End of Year	\$ 7,524	\$ -	\$ (221)	\$ 7,303

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Net Assets at Beginning of Year

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	68	-	-	68
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	\$ 68	\$ -	\$ -	\$ 68

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Local Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	10,000	-	-	10,000
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ 10,000	\$ -	\$ -	\$ 10,000

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated State Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	1,068,750	-	-	1,068,750
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	22,000	-	-	22,000
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
	Compensatory Education	17,227	-	-	17,227
	Special Education Grant	-	-	55,000	55,000
		-	-	-	-
	Total State Revenues	\$ 1,107,977	\$ -	\$ 55,000	\$ 1,162,977

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Federal Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies				
	NCLB	-	-	-	-
	IDEA B	-	-	-	-
	[Enter description here.]	-	-	-	-
5921	School Breakfast Program	10,000	-	-	10,000
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	NCLB	-	-	20,167	20,167
	IDEA B	-	-	13,500	13,500
	[Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Federal Revenues	\$ 10,000	\$ -	\$ 33,667	\$ 43,667

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues from Other Sources

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	\$ -	\$ -	\$ -	\$ -

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses**

NorthPointe Academy
Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	391,300	-	45,000	436,300
6121 Extra Duty Pay/Overtime -- Support Personnel		-	-	-
6129 Salaries or Wages for Support Personnel	207,500	-	-	207,500
6139 Employee Allowances		-	-	-
6141 Social Security/Medicare	8,702	-	653	9,355
6142 Group Health and Life Insurance	43,200	-	2,700	45,900
6143 Workers' Compensation	13,174	-	990	14,164
6145 Unemployment Compensation	26,946	-	2,025	28,971
6146 Teacher Retirement/TRS Care	7,186	-	540	7,726
6149 Employee Benefits		-		-
Total Payroll Costs	\$ 698,008	\$ -	\$ 51,908	\$ 749,916
6200 Professional and Contracted Services				
6211 Legal Services	3,000	-	-	3,000
6212 Audit Services	3,000	-	-	3,000
6219 Professional Services	60,000	-	10,000	70,000
6221 Staff Tuition and Related Fees -- Higher Education	10,000	-	-	10,000
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	36,500	-	-	36,500

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6249 Contracted Maintenance and Repair	12,000	-	-	12,000
6259 Utilities	27,600	-	-	27,600
6269 Rentals -- Operating Leases	98,000	-	-	98,000
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 250,100</u>	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 260,100</u>
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	4,800	-	-	4,800
6321 Textbooks	-	-	-	-
6329 Reading Materials	2,672	-	-	2,672
6339 Testing Materials	2,000	-	-	2,000
6341 Food	10,000	-	-	10,000
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	142,941	-	26,980	169,921
Total Supplies and Materials	<u>\$ 162,413</u>	<u>\$ -</u>	<u>\$ 26,980</u>	<u>\$ 189,393</u>
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	5,000	-	-	5,000
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6419 Travel and Subsistence -- Non-Employees	5,000	-	-	5,000
6429 Insurance and Bonding Costs	-	-	-	-
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 10,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,000</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u><u>\$ 1,120,521</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 88,888</u></u>	<u><u>\$ 1,209,409</u></u>

6141 Medicare/Social Security @ 1.45%	\$	9,355.00	
6142 Group Life	\$	45,900.00	
6143 Workers Compensation @ 2.2%	\$	14,164.00	
6145 Unemployment Benefits @ 4.5%	\$	28,971.00	
6146 TRS @ 1.2%	\$	7,726.00	
	\$	106,116.00	\$ 749,916.00
6211 Legal Services	\$	3,000.00	
6212 Audit Services	\$	3,000.00	
6219 Professional Services			
Contracts for reading and math specialist and tutors; special ed services as required, Dana Center Consulting Professional Development	\$	70,000.00	
6221 Staff Tuition	\$	10,000.00	
6239 Educational Service Center			
Business services	\$	28,500.00	
PEIMS services	\$	8,000.00	
	\$	36,500.00	
6249 \$1000/mo for maintenance	\$	12,000.00	
6259 Utilities @ \$2000/mo	\$	24,000.00	
Phone/IT @ \$300/mo	\$	3,600.00	
	\$	27,600.00	
6269 Rent @ \$8000/mo	\$	96,000.00	
Lease for copier	\$	2,000.00	
	\$	98,000.00	
			\$ 260,100.00
6319 Supplies for maintenance and/or operations	\$	4,800.00	
6329 Scholastic Reading Supplies	\$	400.00	
Dictionaries	\$	270.00	
Dictionaries	\$	67.00	
Classroom Libraries	\$	1,935.00	

	\$	2,672.00	
6339 Assessment Supplies	\$	2,000.00	
6341 Food	\$	10,000.00	
6399 Supplies			
10 media centers @ \$2000	\$	20,000.00	
Classroom Calculators	\$	3,000.00	
Skeleton	\$	230.00	
Foss Science Kits			
Population	\$	2,430.00	
Mixtures & Sol	\$	625.00	
If Shipwrecks Could Talk	\$	440.00	
Additional	\$	1,200.00	
Ken-a-Vision Video Flex	\$	995.00	
Classroom Slide Sets	\$	130.00	
Microscope 5 @ \$455	\$	2,275.00	
Misc Office Supplies	\$	5,000.00	
Misc Classroom Supplies			
11 classrooms @ \$500	\$	5,500.00	
10 Computers at \$800	\$	8,000.00	
10 Dry Erase Boards	\$	4,900.00	
50 student desks @ \$70	\$	3,500.00	
Computer Lab and Equipment	\$	30,000.00	
11 laptops @ \$2000	\$	22,000.00	
Programs to be determined	\$	32,716.00	
	\$	142,941.00	
Special Ed Supplies	\$	9,586.00	
Comp Ed, Title Supplies	\$	17,394.00	
	\$	26,980.00	
			\$ 189,393.00
6411 Travel & Subsistence - Employees	\$	5,000.00	
6419 Travel & Subsistence - Non-Employees	\$	5,000.00	
	\$	10,000.00	\$ 10,000.00
Total Expenses			\$ 1,209,409.00

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Budget Template Instructions**

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 7,524	\$ -	\$ -	\$ 7,524
Estimated Revenues:				
5700 Local Sources	-	-	-	-
5800 State Sources	2,504,125	-	193,481	2,697,606
5900 Federal Sources	20,000	-	81,417	101,417
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 2,524,125	\$ -	\$ 274,898	\$ 2,799,023
Estimated Expenses:				
6100 Payroll Costs	1,496,846	-	136,040	1,632,886
6200 Professional and Contracted Services	586,200	-	79,000	665,200
6300 Supplies and Materials	378,938	-	57,858	436,796
6400 Other Operating Costs	54,000	-	2,000	56,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 2,515,984	\$ -	\$ 274,898	\$ 2,790,882
Change in Net Assets	\$ 8,141	\$ -	\$ -	\$ 8,141
Net Assets at End of Year	\$ 15,665	\$ -	\$ -	\$ 15,665

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Net Assets at Beginning of Year

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	7,524	-	-	7,524
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	\$ 7,524	\$ -	\$ -	\$ 7,524

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Local Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	-	-	-	-
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated State Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	2,458,125	-	-	2,458,125
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	46,000	-	4,000	50,000
5839	State Revenues from State of Texas Government Agencies				
	\$2000/teacherX24 teachers		-	-	-
	Comp Ed		-	32,731	32,731
	Special Ed		-	156,750	156,750
	Total State Revenues	<u>\$ 2,504,125</u>	<u>\$ -</u>	<u>\$ 193,481</u>	<u>\$ 2,697,606</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Federal Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
5921	School Breakfast Program	20,000	-	-	20,000
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency NCLB	-	-	55,417	55,417
	IDEA-B	-	-	26,000	26,000
	[Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
	Total Federal Revenues	\$ 20,000	\$ -	\$ 81,417	\$ 101,417

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues from Other Sources

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy

Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	870,000	-	95,000	965,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	407,500	-	22,000	429,500
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	18,523	-	1,697	20,220
6142 Group Health and Life Insurance	99,900	-	8,100	108,000
6143 Workers' Compensation	28,105	-	2,574	30,679
6145 Unemployment Compensation	57,488	-	5,265	62,753
6146 Teacher Retirement/TRS Care	15,330	-	1,404	16,734
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 1,496,846</u>	<u>\$ -</u>	<u>\$ 136,040</u>	<u>\$ 1,632,886</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	5,000	-	-	5,000
6212 Audit Services	3,000	-	-	3,000
6219 Professional Services	80,000	-	55,000	135,000
6221 Staff Tuition and Related Fees -- Higher Education	145,000	-	20,000	165,000
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	46,000	-	4,000	50,000
6249 Contracted Maintenance and Repair	24,000	-	-	24,000
6259 Utilities	85,200	-	-	85,200
6269 Rentals -- Operating Leases	198,000	-	-	198,000
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 586,200</u>	<u>\$ -</u>	<u>\$ 79,000</u>	<u>\$ 665,200</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	19,200	-	-	19,200
6321 Textbooks	-	-	-	-
6329 Reading Materials	20,000	-	-	20,000
6339 Testing Materials	8,625	-	-	8,625
6341 Food	20,000	-	-	20,000
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	11,652	-	-	11,652
6399 General Supplies	299,461	-	57,858	357,319
Total Supplies and Materials	<u>\$ 378,938</u>	<u>\$ -</u>	<u>\$ 57,858</u>	<u>\$ 436,796</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	35,000	-	2,000	37,000
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	10,000	-	-	10,000
6429 Insurance and Bonding Costs	5,000	-	-	5,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	4,000	-	-	4,000
Total Other Operating Costs	<u>\$ 54,000</u>	<u>\$ -</u>	<u>\$ 2,000</u>	<u>\$ 56,000</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	\$ -	\$ -	\$ -	\$ -
Total Estimated Expenses	\$ 2,515,984	\$ -	\$ 274,898	\$ 2,790,882

Year 2 of Operation

Revenue

5811 575 Students @ \$4500 X 95%	\$	2,458,125.00	
5829 \$2000 per teacher X 23 teachers	\$	50,000.00	
5839 Compensatory Ed			
Based on 190 students @ \$172.27	\$	32,731.00	
Special Ed based on 60 students			
in Instructional Setting 40 at 95%ADA	\$	156,750.00	*Based on average of Denton ISD
	\$	2,697,606.00	\$ 2,697,606.00
5921 School Breakfast Program	\$	20,000.00	
5929 Title I 190 students @ \$291.67	\$	55,417.00	
IDEA B	\$	26,000.00	
	\$	101,417.00	\$ 101,417.00

Total Revenue \$ 2,799,023.00

Expenses (based on 2 campuses)

Teachers			
6119 6 Teachers @ \$41200	\$	247,200.00	
3 Teachers @ 33900	\$	101,700.00	
3 Teachers @ 33000	\$	99,000.00	
9 Teachers @ \$40000	\$	360,000.00	
1 teacher @ \$50000 (sped)	\$	50,000.00	
1 teacher @ \$45000 (sped)	\$	45,000.00	
1 part time teacher @ \$20000	\$	20,000.00	
1 part time teacher @ \$20600	\$	20,600.00	
Stipends for teachers	\$	21,500.00	
	\$	965,000.00	
6129 Support Staff			
Office Personnel	\$	66,000.00	
PEIMS	\$	35,000.00	
Principals	\$	101,500.00	
Suprintendent	\$	68,000.00	
2 Paraprofessionals @ \$24000	\$	48,000.00	
3 Paraprofessional @ \$22000	\$	66,000.00	
1 Counselor @ \$45000	\$	45,000.00	
	\$	429,500.00	

* 1 paraprofessional is SPED

6141 Medicare/Social Security @ 1.45%	\$	20,220.00	
6142 Group Health Insurance	\$	108,000.00	
6143 Workers Compensation @ 2,2%	\$	30,679.00	
6145 Unemployment Benefits @ 4.5%	\$	62,753.00	
6146 TRS @ 1.2%	\$	16,734.00	
	\$	238,386.00	
			\$ 1,632,886.00

6211 Legal Services	\$	5,000.00	
6212 Audit Services	\$	3,000.00	

6219 Professional services for diagnostician, consulting with Dana Center, professional development	\$	135,000.00	
6221 Staff tuition 29 employees @ \$5000 each	\$	145,000.00	
Staff tuition 4 employees @ \$5000 each	\$	20,000.00	
	\$	165,000.00	

6239 Education Service Center to include PEIMS, Buiness Accounting, SPED services	\$	50,000.00	
---	----	-----------	--

6249 Contracted Maitenance @ \$2000/mo	\$	24,000.00	
--	----	-----------	--

6259 Utilities @ \$6500/mo	\$	78,000.00	
Phone/IT @ \$300/mo X 2 sites	\$	7,200.00	
	\$	85,200.00	

6279 Rentals-Operating Leases			
3 Copiers @ \$2000	\$	6,000.00	
Rental of two sites @ \$16000/mo for both x 12 mo.	\$	192,000.00	
	\$	198,000.00	\$ 665,200.00

6319 Supplies for maitenance @ \$1600/mo for both campuses	\$	19,200.00	
6329 Reading materials	\$	20,000.00	
6339 Testing materials @ \$15/student	\$	8,625.00	
6341 Food	\$	20,000.00	

6399 General Supplies			
225 Student Desks @ \$70	\$	5,015.00	Program Needs

15 Computer Tables @ \$184	\$	2,760.00		K-6 programs @ \$10000 per grade	\$	70,000.00
30 computer Chairs @ \$125	\$	3,750.00		Social Studies	\$	6,500.00
30 computers @ \$800	\$	24,000.00		Mathematics	\$	6,500.00
11 teacher desks @ \$300	\$	3,300.00		Eng/Language Arts	\$	6,500.00
11 teacher chairs @ \$100	\$	1,100.00		Science	\$	6,500.00
11 laptops	\$	22,000.00		Spanish	\$	6,500.00
11 multimedia centers	\$	22,000.00		Technology	\$	6,500.00
11 file cabinets @ \$112	\$	1,232.00		Parent Partnerships	\$	6,500.00
11 dry erase boards	\$	990.00		Character Develop	\$	6,500.00
11 book cases	\$	1,144.00				
11 bulletin boards	\$	990.00				\$ 122,000.00
11 locked cabinets	\$	2,665.00				
Computers and equipment for lab	\$	30,000.00				
Classroom Calculators	\$	12,000.00				
Classroom Supplies	\$	15,000.00				
General Office Supplies	\$	11,515.00				
Reception Furniture		\$3,000				
Teacher Supplies 26 teachers @ \$500 each	\$	13,000.00				
Counselor Supplies	\$	2,000.00				
	\$	177,461.00				
Supplies for Comp Ed/Title	\$	20,119.00				
Supplies for SPED	\$	37,739.00				
	\$	57,858.00				
6349 Food Service Supplies						
12 cafeteria tables @\$721	\$	8,652.00				
Refridge/serving trays	\$	3,000.00				
	\$	11,652.00	\$	436,796.00		
6411 Travel for 37 employees @ \$1000/employee	\$	37,000.00				
6419 Travel for Board Member Seminars/Training	\$	10,000.00				
6429 Insurance/Bonding	\$	5,000.00				
6499 Phone System including phones	\$	4,000.00				
	\$	56,000.00	\$	56,000.00		
			Total Expenses	\$ 2,790,882.00		

Application for an Open-Enrollment Charter School - Thirteenth Generation Budget Template Instructions

Instructions to complete budget template.

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2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
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6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
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Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 15,665	\$ -	\$ -	\$ 15,665
Estimated Revenues:				
5700 Local Sources	-	-	-	-
5800 State Sources	3,826,625	-	290,194	4,116,819
5900 Federal Sources	25,000	-	96,585	121,585
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 3,851,625	\$ -	\$ 386,779	\$ 4,238,404
Estimated Expenses:				
6100 Payroll Costs	2,592,379	-	238,762	2,831,141
6200 Professional and Contracted Services	658,200	-	94,000	752,200
6300 Supplies and Materials	531,688	-	49,017	580,705
6400 Other Operating Costs	69,000	-	5,000	74,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 3,851,267	\$ -	\$ 386,779	\$ 4,238,046
Change in Net Assets	\$ 358	\$ -	\$ -	\$ 358
Net Assets at End of Year	\$ 16,023	\$ -	\$ -	\$ 16,023

**Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Net Assets at Beginning of Year**

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	15,665	-	-	15,665
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 15,665</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,665</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Local Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	-	-	-	-
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ -	\$ -	\$ -	\$ -

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated State Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	3,740,625	-	-	3,740,625
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	86,000	-	-	86,000
5839	State Revenues from State of Texas Government Agencies				
	Special Education Grant	-	-	229,900	229,900
	Compensatory Education	-	-	60,294	60,294
	\$2000/teacher from state	-	-	-	-
	Total State Revenues	<u>\$ 3,826,625</u>	<u>\$ -</u>	<u>\$ 290,194</u>	<u>\$ 4,116,819</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Federal Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
5921	School Breakfast Program	-	-	-	-
5922	National School Lunch Program	25,000	-	-	25,000
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	IDEA B	-	-	26,000	26,000
	NCLB	-	-	70,585	70,585
	[Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Federal Revenues	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ 96,585</u>	<u>\$ 121,585</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues from Other Sources

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	-	-	-	-
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	1,649,416	-	160,000	1,809,416
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	585,500	-	46,000	631,500
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	32,405	-	2,988	35,393
6142 Group Health and Life Insurance	148,500	-	13,500	162,000
6143 Workers' Compensation	49,168	-	4,532	53,700
6145 Unemployment Compensation	100,571	-	9,270	109,841
6146 Teacher Retirement/TRS Care	26,819	-	2,472	29,291
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 2,592,379</u>	<u>\$ -</u>	<u>\$ 238,762</u>	<u>\$ 2,831,141</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	5,000	-	-	5,000
6212 Audit Services	5,000	-	-	5,000
6219 Professional Services	70,000	-	80,000	150,000
6221 Staff Tuition and Related Fees -- Higher Education	55,000	-	4,000	59,000
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	46,000	-	10,000	56,000
6249 Contracted Maintenance and Repair	36,000	-	-	36,000
6259 Utilities	127,200	-	-	127,200
6269 Rentals -- Operating Leases	294,000	-	-	294,000
6299 Miscellaneous Contracted Services	20,000	-	-	20,000
Total Professional and Contracted Services	<u>\$ 658,200</u>	<u>\$ -</u>	<u>\$ 94,000</u>	<u>\$ 752,200</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	9,600	-	-	9,600
6321 Textbooks	-	-	-	-
6329 Reading Materials	26,000	-	-	26,000
6339 Testing Materials	13,125	-	2,500	15,625
6341 Food	25,000	-	-	25,000
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	6,326	-	-	6,326
6399 General Supplies	451,637	-	46,517	498,154
Total Supplies and Materials	<u>\$ 531,688</u>	<u>\$ -</u>	<u>\$ 49,017</u>	<u>\$ 580,705</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	54,000	-	5,000	59,000
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	10,000	-	-	10,000
6429 Insurance and Bonding Costs	5,000	-	-	5,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 69,000</u>	<u>\$ -</u>	<u>\$ 5,000</u>	<u>\$ 74,000</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses**

NorthPointe Academy
Legends Academy

Budget for the Fiscal Year Ended

08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u><u>\$ 3,851,267</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 386,779</u></u>	<u><u>\$ 4,238,046</u></u>

Year 3 of Operation

Revenue

5811 875 students @ \$4500 X 95% ADA	\$	3,740,625.00	
5829 \$2000 per teacher X 40 teachers	\$	86,000.00	
5839 Comp Ed: 350 students @ \$172.27 Special Ed 88 students in Instructional setting 40	\$	229,900.00	
	\$	4,116,819.00	\$ 4,116,819.00
5922 School Lunch Program	\$	25,000.00	
5929 Title I 350 students @ \$291.64 IDEA-B	\$	70,585.00	
	\$	26,000.00	
	\$	96,585.00	\$ 121,585.00
		Total Revenue	\$ 4,238,404.00

Expenses

6119 Teachers		
6 teachers @ \$42,436	\$	254,616.00
8 teachers @ \$ 41,200	\$	370,800.00
24 teachers @ \$40,000	\$	960,000.00
2 part time teachers @ \$22000	\$	44,000.00
Stipends for teachers	\$	20,000.00
	\$	1,649,416.00
1 SPED teacher @ \$55000	\$	55,000.00
1 SPED teacher @ \$50000	\$	50,000.00
Master Reading Teacher	\$	55,000.00
	\$	160,000.00
6129 Support Staff		
1-Superintendent	\$	70,000.00
2 Principals	\$	111,500.00
Office Personnel (4 employees)	\$	114,000.00
PEIMS	\$	40,000.00
2 Paraprofessionals @ \$26000	\$	52,000.00
2 Paraprofessionals @ \$24000	\$	48,000.00

2 Counselors	\$	95,000.00	
1 Curriculum Director	\$	55,000.00	
	\$	585,500.00	
2 SPED Paraprofessionals	\$	46,000.00	
6151 Social Security/Medicare @ 1.45%	\$	35,393.00	
6142 Group Health	\$	162,000.00	
6143 Workers Compensation @ 2.2%	\$	53,700.00	
6145 Unemployment @ 4.5%	\$	109,841.00	
6146 TRS @ 1.2%	\$	29,291.00	
	\$	2,831,141.00	
6211 Legal Services	\$	5,000.00	
6212 Audit Services	\$	5,000.00	
6219 Professional Services			
Sped to include diagnostician	\$	40,000.00	
Consultations, training Comp Ed	\$	40,000.00	
General Ed consultations, Dana Center consults and tutors, professional development	\$	70,000.00	
	\$	150,000.00	
6221 Tuition and Higher Fees 60employees @ \$1000 ea	\$	59,000.00	
6239 Education Service Center to include PEIMS, Buiness Accounting, SPED services	\$	56,000.00	
6249 Contracted Maitenance \$1500/mo/campus	\$	36,000.00	
6259 Utilities @ \$5000/campus/year	\$	120,000.00	
IT/phone @ 300.00/campus	\$	7,200.00	
	\$	127,200.00	
6269 Rentals and Operating Leases			
Rent @ \$24000/mo both campuses	\$	288,000.00	
Copiers	\$	6,000.00	
	\$	294,000.00	

6299 Misc Contracted Services	\$	20,000.00	\$	752,200.00
6319 Maitenance Supplies \$400/mo/campus	\$	9,600.00		
6329 Reading Materials @ \$2000 per grade level	\$	26,000.00		
6339 Testing materials @ \$15/student	\$	13,125.00		
Testing materials special education	\$	2,500.00		
	\$	15,625.00		
6341 Food	\$	25,000.00		
6349 Food Service Supplies				
Cafeteria Tables 6 @ \$721	\$	4,326.00		
Misc	\$	2,000.00		
	\$	6,326.00		
6399 Supplies				
18 teacher desks @ \$300	\$	5,400.00		
18 teacher chairs @ \$100	\$	1,800.00		
18 bookcases @ \$104	\$	1,872.00		
18 file cabinets @ \$112	\$	2,016.00		
18 locked cabinets @ \$169	\$	3,042.00		
18 bulletin boards @\$90	\$	1,620.00		
18 dry erase boards @ \$300	\$	5,400.00		
18 laptops	\$	36,000.00		
36 computers @ \$800	\$	28,800.00		
18 computer tables @ \$184	\$	3,312.00		
36 computer chairs @ \$125	\$	4,500.00		
300 student desks@ \$70	\$	21,000.00		
18 Printers @ \$200	\$	3,600.00		
18 multimedia centers @ \$2000	\$	36,000.00		
5 Art tables @ \$125	\$	625.00		
30 chairs @ \$55	\$	1,650.00		
2 Computer Labs @ \$30000	\$	60,000.00		
Program Development & Supplies				
PE	\$	10,000.00		

Art	\$	10,000.00	
Science	\$	15,000.00	
English/High School	\$	15,000.00	
History/High School	\$	15,000.00	
Math/ High School	\$	15,000.00	
Spanish	\$	10,000.00	
Grade Level K-8 @ \$5000 each grade	\$	90,000.00	
Technology	\$	40,000.00	
Misc Office Supplies	\$	10,000.00	
Curriculum development supplies	\$	5,000.00	
	\$	451,637.00	
Supplies NCLB	\$	6,742.00	
Supplies Special Ed	\$	19,481.00	
Supplies Comp Ed	\$	20,294.00	
	\$	46,517.00	\$ 580,705.00

6411 Travel & Subsistence/Employee \$1000/employee 59 employees	\$	59,000.00	
6419 Travel-Non Employees Board member training ; charter conference	\$	10,000.00	
6429 Insurance/Bonding	\$	5,000.00	\$ 74,000.00
		Total Expenses	\$ 4,238,046.00

Individual Breakout of Restricted Funds			
Breakout of SPED monies	\$	255,900.00	
Salaries			\$ 151,000.00
Medicare			\$ 2,190.00
Group Health			\$ 10,800.00
Unemployment			\$ 6,795.00
Workmans Compensation			\$ 3,322.00
TRS			\$ 1,812.00

Educational Service Center	\$	10,000.00
Professional Services	\$	40,000.00
Supplies, gen	\$	19,481.00
Supplies, testing	\$	2,500.00
Travel & Subsistence	\$	4,000.00
Higher Ed	\$	4,000.00
	\$	255,900.00

Breakout of CompEd monies	\$	60,294.00	\$	
Contracted Consulting at Dana Center, Tutoring			\$	40,000.00
Supplies			\$	20,294.00
			\$	60,294.00

Breakout of Title Monies	\$	70,585.00	\$	
Salary			\$	55,000.00
Medicare			\$	798.00
Group Health			\$	2,700.00
Unemployment			\$	2,475.00
Workmans Compensation			\$	1,210.00
TRS			\$	660.00
Supplies			\$	6,742.00
Travel & Subsistence			\$	1,000.00
			\$	70,585.00

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

APPROVED DURING CONTINGENCY PROCESS

Question 3 (Attachment N Budget)

In regards to the information concerning the budgets for Years Two and Three of Operations, Legends Academy will not have enrollment over 500 students and is therefore not required to submit such budgets.

This page
and the
13 that
follow

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Question 3 (Attachment N Budget)

The information concerning the salary for 3 teachers in the year one of operations budget in the charter application on pages 162, 168, 170, 171, and 172 were incorrectly stated and should be deleted and replaced with the attached pages.

The information concerning the salary for the office manager in the charter application on page 50, number 5n should be deleted and replaced with:

Salary structure for support staff as follows:

Support Staff including PEIMS				
Legends Academy	Denton ISD	Region XI	State	North Hills Charter
\$ 32,000.00	\$ 54,877.00	\$ 49,568.00	\$ 48,820.00	\$ 43,893.00

Application for an Open-Enrollment Charter School - Thirteenth Generation
Summary of Estimated Revenues and Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 1,473	\$ -	\$ -	\$ 1,473
Estimated Revenues:				
5700 Local Sources	10,000	-	-	10,000
5800 State Sources	1,107,977	-	55,000	1,162,977
5900 Federal Sources	10,000	-	33,667	43,667
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 1,127,977	\$ -	\$ 88,667	\$ 1,216,644
Estimated Expenses:				
6100 Payroll Costs	676,336	-	51,908	728,244
6200 Professional and Contracted Services	250,100	-	10,000	260,100
6300 Supplies and Materials	162,413	-	26,980	189,393
6400 Other Operating Costs	10,000	-	-	10,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 1,098,849	\$ -	\$ 88,888	\$ 1,187,737
Change in Net Assets	\$ 29,128	\$ -	\$ (221)	\$ 28,907
Net Assets at End of Year	\$ 30,601	\$ -	\$ (221)	\$ 30,380

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Net Assets at Beginning of Year

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	1,473	-	-	1,473
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 1,473</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,473</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated Local Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	10,000	-	-	10,000
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ 10,000	\$ -	\$ -	\$ 10,000

Application for an Open-Enrollment Charter School - Thirteenth Generation
 Schedule of Estimated State Revenues

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	1,068,750	-	-	1,068,750
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	22,000	-	-	22,000
5839	State Revenues from State of Texas Government Agencies				
	Compensatory Education	17,227	-	-	17,227
	Special Education Grant	-	-	55,000	55,000
		-	-	-	-
	Total State Revenues	<u>\$ 1,107,977</u>	<u>\$ -</u>	<u>\$ 55,000</u>	<u>\$ 1,162,977</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Federal Revenues

NorthPointe Academy

Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies				
	NCLB	-	-	-	-
	IDEA B	-	-	-	-
	[Enter description here.]	-	-	-	-
5921	School Breakfast Program	10,000	-	-	10,000
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	NCLB	-	-	20,167	20,167
	IDEA B	-	-	13,500	13,500
	[Enter description here.]	-	-	-	-
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Federal Revenues	<u>\$ 10,000</u>	<u>\$ -</u>	<u>\$ 33,667</u>	<u>\$ 43,667</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Revenues from Other Sources

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	371,500	-	45,000	416,500
6121 Extra Duty Pay/Overtime -- Support Personnel		-	-	-
6129 Salaries or Wages for Support Personnel	207,500	-	-	207,500
6139 Employee Allowances		-	-	-
6141 Social Security/Medicare	8,395	-	653	9,048
6142 Group Health and Life Insurance	43,200	-	2,700	45,900
6143 Workers' Compensation	12,738	-	990	13,728
6145 Unemployment Compensation	26,055	-	2,025	28,080
6146 Teacher Retirement/TRS Care	6,948	-	540	7,488
6149 Employee Benefits		-		-
Total Payroll Costs	<u>\$ 676,336</u>	<u>\$ -</u>	<u>\$ 51,908</u>	<u>\$ 728,244</u>
6200 Professional and Contracted Services				
6211 Legal Services	3,000	-	-	3,000
6212 Audit Services	3,000	-	-	3,000
6219 Professional Services	60,000	-	10,000	70,000
6221 Staff Tuition and Related Fees -- Higher Education	10,000	-	-	10,000
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	36,500	-	-	36,500

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy

Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6249 Contracted Maintenance and Repair	12,000	-	-	12,000
6259 Utilities	27,600	-	-	27,600
6269 Rentals -- Operating Leases	98,000	-	-	98,000
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 250,100</u>	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 260,100</u>
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	4,800	-	-	4,800
6321 Textbooks	-	-	-	-
6329 Reading Materials	2,672	-	-	2,672
6339 Testing Materials	2,000	-	-	2,000
6341 Food	10,000	-	-	10,000
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	142,941	-	26,980	169,921
Total Supplies and Materials	<u>\$ 162,413</u>	<u>\$ -</u>	<u>\$ 26,980</u>	<u>\$ 189,393</u>
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	5,000	-	-	5,000
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-

Application for an Open-Enrollment Charter School - Thirteenth Generation
Schedule of Estimated Expenses

NorthPointe Academy
 Legends Academy

Budget for the Fiscal Year Ended

08/31/2009

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6419 Travel and Subsistence -- Non-Employees	5,000	-	-	5,000
6429 Insurance and Bonding Costs	-	-	-	-
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 10,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,000</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ 1,098,849</u>	<u>\$ -</u>	<u>\$ 88,888</u>	<u>\$ 1,187,737</u>

First Year of Operation

Revenue

5751 Food Service Activities	\$	10,000.00	\$	10,000.00
5811 Per Capita				
250 students @ \$4500 X .95ADA	\$	1,068,750.00		
5829 \$2000/teacherX11 teachers	\$	22,000.00		
5839 20 students based on Instructional Setting 40 Compensatory Education	\$	55,000.00		
\$172.27/student X 100 students	\$	17,227.00	*Based on average of Denton ISD	
	\$	1,162,977.00	\$	1,162,977.00
5921 School Breakfast Program	\$	10,000.00		
5929 Title I Funds				
\$201.67/student X 100 students	\$	20,167.00		
IDEA-B	\$	13,500.00		
	\$	43,667.00	\$	43,667.00
		Total Revenue	\$	1,216,644.00

Expenses

6119 Salaries: Teachers				
3 teachers @ \$33000	\$	99,000.00	✓	20,000.00 3
6 teachers @ \$40000	\$	240,000.00		
1 teacher @ \$45000	\$	45,000.00		
1 part time teacher @ \$20000	\$	20,000.00		
Stipends for teachers	\$	12,500.00		
	\$	416,500.00	✓	
6129 Support Salaries				
Office Manager	\$	32,000.00		
Part time PEIMS	\$	16,000.00		
Principal	\$	50,500.00		
Superintendent	\$	65,000.00		
2 Paraprofessionals @ \$22000	\$	44,000.00		
	\$	207,500.00		

6141 Medicare/Social Security @ 1.45%	\$	9,048.00	
6142 Group Life	\$	45,900.00	
6143 Workers Compensation @ 2.2%	\$	13,728.00	
6145 Unemployment Benefits @ 4.5%	\$	28,080.00	
6146 TRS @ 1.2%	\$	7,488.00	
	\$	104,244.00	\$ 728,244.00
6211 Legal Services	\$	3,000.00	
6212 Audit Services	\$	3,000.00	
6219 Professional Services			
Contracts for reading and math specialist and tutors; special ed services as required, Dana Center Consulting Professional Development	\$	70,000.00	
6221 Staff Tuition	\$	10,000.00	
6239 Educational Service Center			
Business services	\$	28,500.00	
PEIMS services	\$	8,000.00	
	\$	36,500.00	
6249 \$1000/mo for maintenance	\$	12,000.00	
6259 Utilities @ \$2000/mo	\$	24,000.00	
Phone/IT @ \$300/mo	\$	3,600.00	
	\$	27,600.00	
6269 Rent @ \$8000/mo	\$	96,000.00	
Lease for copier	\$	2,000.00	
	\$	98,000.00	\$ 260,100.00
6319 Supplies for maintenance and/or operations	\$	4,800.00	
6329 Scholastic Reading Supplies	\$	400.00	
Dictionaries	\$	270.00	
Dictionaries	\$	67.00	
Classroom Libraries	\$	1,935.00	

	\$	2,672.00	
6339 Assessment Supplies	\$	2,000.00	
6341 Food	\$	10,000.00	
6399 Supplies			
10 media centers @ \$2000	\$	20,000.00	
Classroom Calculators	\$	3,000.00	
Skeleton	\$	230.00	
Foss Science Kits			
Population	\$	2,430.00	
Mixtures & Sol	\$	625.00	
If Shipwrecks Could Talk	\$	440.00	
Additional	\$	1,200.00	
Ken-a-Vision Video Flex	\$	995.00	
Classroom Slide Sets	\$	130.00	
Microscope 5 @ \$455	\$	2,275.00	
Misc Office Supplies	\$	5,000.00	
Misc Classroom Supplies			
11 classrooms @ \$500	\$	5,500.00	
10 Computers at \$800	\$	8,000.00	
10 Dry Erase Boards	\$	4,900.00	
50 student desks @ \$70	\$	3,500.00	
Computer Lab and Equipment	\$	30,000.00	
11 laptops @ \$2000	\$	22,000.00	
Programs to be determined	\$	32,716.00	
	\$	142,941.00	
Special Ed Supplies	\$	9,586.00	
Comp Ed, Title Supplies	\$	17,394.00	
	\$	26,980.00	
			\$ 189,393.00
6411 Travel & Subsistence - Employees	\$	5,000.00	
6419 Travel & Subsistence - Non-Employees	\$	5,000.00	
	\$	10,000.00	\$ 10,000.00
Total Expenses	\$	1,187,737.00	\$ 1,187,737.00

ATTACHMENT O

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Question 4 (Attachment O) Negotiated Service Agreement

In regards to the information concerning the negotiated service agreement with Region XI Education Service Center, a copy of the signed agreement is attached.

Business Support Services
Contract
2007 - 2008

Client : LEGENDS ACADEMY

Education Service Center

Region XI

3001 North Freeway

Fort Worth, Texas 76106

**BUSINESS SUPPORT SERVICES CONTRACT
EDUCATION SERVICE CENTER REGION XI**

TABLE OF CONTENTS

Article I Statement of Services 3

Article II Term of Services..... 3

Article III Payment for Services 3

Article IV Responsibilities of the parties. 3

Article V Termination of Services 5

Article VI Commitment and Authorization for Services 6

APPROVED DURING CONTINGENCY PROCESS

BUSINESS SUPPORT SERVICES CONTRACT EDUCATION SERVICE CENTER REGION XI

APPROVED DURING CONTINGENCY PROCESS

ARTICLE I - STATEMENT OF SERVICES

Business Support Services agrees to perform the business and computer services that are described in the following sections. All services, which are to be provided for the Client by the Business Support Services, are shown in the following sections. If changes in the specified services become *desirable during the original contract period*, a supplemental agreement shall be made between the Client and the Business Support Services.

ARTICLE II - TERM OF SERVICE

This agreement covers services that are to be performed for the Client during the period beginning January 15, 2008 and ending August 31, 2008.

ARTICLE III – PAYMENT FOR SERVICES

All services will be invoiced monthly as services are rendered, unless other billing arrangements are made acceptable to both parties.

ARTICLE IV - RESPONSIBILITIES

FINANCE SERVICES

The Business Support Services will be responsible for performing the accounting functions for the Client, in full compliance with the TEA Financial Accountability System Resource Guide. Included in the accounting functions to be performed by Business Support Services are the following:

- Post cash receipts
- Encumber purchase orders
- Post and print finance checks
- Post budget amendments and journal entries
- Balance general ledger and funds prior to month closing
- Close monthly General Ledger and print standard report packet
- Provide RSCCC Board Reports
- Monthly bank account reconciliations
- Prepare 1099's at calendar year-end
- Close out fiscal year
- Prepare budget worksheets and budget reports as needed
- Input budget into RSCCC
- Perform and maintain all file backups
- Prepare audit reports as required by outside auditors
- Maintain archived set of reports and data input documents

BUSINESS SUPPORT SERVICES CONTRACT EDUCATION SERVICE CENTER REGION XI

- File eGrant Expenditure Reports
- Prepare Fall PEIMS submission (budget & payroll)
- Prepare Mid-Year PEIMS submission (prior year actual expenditures)

DUTIES OF CLIENT

- *Procure all necessary finance check stock and other supplies unique to the Client*
- Perform daily functions including such tasks as
 - Obtaining vendor information
 - Preparing purchase orders and other payment request forms (i.e., travel reimbursements, payment authorizations, etc.)
 - Tracking purchase orders from the time of issuance to the time the merchandise is received and the purchase order is paid
 - Disbursing checks to vendors
 - Receipting cash collected
- Submit the following documents (all paperwork must be properly coded)
 - Deposit slips
 - Purchase orders
 - Invoices
 - Expense reimbursement forms
 - District written check logs
- Distribute 1099's to vendors
- *Execute all bank transactions and investments*
- Prepare budget with assistance from Business Support Services

All accounts payable information must be timely submitted to Business Support Services to ensure adequate time for accurate processing.

PAYROLL SERVICES

Business Support Services is able to process Bi-Weekly, Semi-monthly and Monthly payrolls. As a part of the payroll process, Business Support Services will perform the following functions:

- Maintain employee information in RSCCC
- Post payroll and employee leave transactions
- Run payroll calculations
- Post payroll
- Print employee and payroll deduction checks
- Print standard payroll reports for Client's files
- Create and post general journal entries
- Interface payroll with finance
- Prepare employee paychecks or wage statements

**BUSINESS SUPPORT SERVICES CONTRACT
EDUCATION SERVICE CENTER REGION XI**

APPROVED DURING CONTINGENCY PROCESS

- Create and submit EFT (Direct Deposit) data for banking institution
- Prepare reports and pay Employer Taxes using EFTPS
- Prepare and submit monthly TRS reports utilizing TRAQS
- Transfer TRS payment utilizing TexNet
- Prepare and submit quarterly TWC reports
- Prepare Employers 941 Quarterly Tax Returns
- Prepare W-2's at calendar year-end and submit to SSA
- Establish and update next-year payroll files
- Run August accrual job
- Perform and maintain all file backups
- File monthly TRS Staff Data report

DUTIES OF CLIENT

- Procure all necessary payroll check stock and other supplies
- Perform daily functions including such tasks as
 - Compiling the basic demographic information and the information required to calculate payroll amounts, such as deductions and Cafeteria 125 options for all new employees
 - Advising Business Support Services of any changes affecting payroll
 - Compiling and verifying information required to calculate payroll amounts for substitutes and hourly employees
- Submit monthly report on Retirees for TRAQS
- Submit monthly Child Nutrition Basic Claim form for TRAQS
- Distribute employee and payroll deduction checks
- Distribute employee W-2's
- Sign and submit the 941 and SSA reports to the appropriate entities

All payroll information must be timely submitted to Business Support Services to ensure adequate time for accurate processing.

ARTICLE V – TERMINATION OF SERVICES

This contract may be terminated by either the Client or the Education Service Center Region XI in the event either party fails to perform according to the terms of this Contract upon thirty (30) days written notice to the other party.

**BUSINESS SUPPORT SERVICES CONTRACT
EDUCATION SERVICE CENTER REGION XI**


APPROVED DURING CONTINGENCY PROCESS

ARTICLE VI – COMMITMENT AND AUTHORIZATION FOR SERVICES

Client Name: LEGENDS ACADEMY

Annual Business Support Services:	
Finance Services only	\$ _____
Payroll/Human Resources Services only	\$ _____
Full Service (Finance, Payroll/HR, Budget, and Bank Reconciliations)	\$ _____ *
Annual RSCCC software licensing fees included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Other Services:	
INITIAL SET UP ON RSCCC _____	\$ 1,000.00
SQL SOFTWARE LICENSE FEE _____	\$ 47.00
* OTHER CHARGES WILL BE BILLED AS SERVICES ARE RENDERED	
Initial Commitment:	\$ 1,047.00

LEGENDS ACADEMY has approved the use of Business Support Services for the 2007-2008 school year. The initial amount for these services is \$ 1,047.00.


Superintendent or Director of Schools

This Contract is accepted by Education Service Center Region XI as indicated above.


Executive Director
Education Service Center Region XI

The Business Center

Contract

2006 - 2007

Education Service Center

Region XI

3001 North Freeway

Fort Worth, Texas 76106

**BUSINESS CENTER CONTRACT
EDUCATION SERVICE CENTER REGION XI**

TABLE OF CONTENTS

Article I	Statement of Services	3
Article II	Term of Services.....	3
Article III	Payment for Services	3
Article IV	Responsibilities	3
Article V	Additional Business Center Services.....	5
Article VI	Termination of Services	5
Article VII	Commitment for Services	6
Article VIII	Authorization for Services	6

REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT

**BUSINESS CENTER CONTRACT
EDUCATION SERVICE CENTER REGION XI**

ARTICLE I - STATEMENT OF SERVICES

The Business Center agrees to perform the business and computer services that are described in the following sections. All services, which are to be provided for _____ by The Business Center, are shown in the following sections. If changes in the specified services become desirable, an additional supplement shall be made between _____ and The Business Center.

ARTICLE II - TERM OF SERVICE

This agreement covers services that are to be performed for _____ during the period beginning _____ and ending _____.

ARTICLE III - PAYMENT FOR SERVICES

All services will be invoiced at the beginning of the contract period.

ARTICLE IV - BUSINESS CENTER RESPONSIBILITIES

The Business Center will be responsible for performing the accounting functions for _____, in full compliance with the TEA Financial Accountability System Resource Guide. Included in the accounting functions to be performed by The Business Center are the following:

- Post cash receipts
- Encumber purchase orders
- Post and print finance checks
- Post budget amendments and journal entries
- Balance general ledger and funds prior to month closing
- Close files monthly and print end-of-month reports
- Bank account reconciliations
- Prepare 1099's at calendar year-end
- Close out fiscal year
- Prepare budget worksheets
- Input budget into RSCCC
- Perform and maintain all file backups

DUTIES OF _____

- Procure all necessary finance check stock and other supplies
- Perform daily functions including such tasks as

REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT

BUSINESS CENTER CONTRACT EDUCATION SERVICE CENTER REGION XI

- Obtaining vendor information
- Preparing purchase orders and other payment request forms (i.e., travel reimbursements, payment authorizations, etc.)
- Tracking purchase orders from the time of issuance to the time the merchandise is received and the purchase order is paid
- Disbursing checks to vendors
- Receipting cash collected
- Submit the following to The Business Center for processing by designated cut-off dates (all paperwork must be properly coded)
 - Deposit slips
 - Purchase orders
 - Invoices
- Distribute 1099's to vendors and submit reports to IRS
- Execute all bank transactions and investments
- Prepare budget

All accounts payable information must be submitted to The Business Center by the assigned due dates to ensure adequate time for accurate processing.

PAYROLL

The Business Center will process monthly payrolls. All payroll transactions will be merged into the Finance System. As a part of the payroll process, The Business Center will perform the following functions:

- Maintain employee information on RSCCC
- Post payroll and employee leave transactions
- Run payroll calculations
- Post payroll
- Print employee and payroll deduction checks
- Print standard payroll reports
- Create and post general journal entries
- Interface payroll and finance
- Prepare and submit monthly TRS reports utilizing TRAQS
- Transfer TRS payment utilizing TexNet
- Prepare and submit quarterly TWC reports through TASB website
- Prepare 941 reports and submit utilizing Telefile
- Prepare and print W-2's at calendar year-end
- Establish and update next-year payroll files
- Run August accruals
- Perform and maintain all file backups
- Prepare and submit electronic funds transfer file to bank

**BUSINESS CENTER CONTRACT
EDUCATION SERVICE CENTER REGION XI**

DUTIES OF _____

- Procure all necessary payroll check stock and other supplies
- Perform daily functions including such tasks as
 - Compiling the basic demographic information and the information required to calculate payroll amounts, such as deductions and Cafeteria 125 options for all new employees
 - Keeping track of changes to the payroll
 - Compiling and verifying information required to calculate payroll amounts for substitutes and hourly employees
- Submit all payroll information to The Business Center for processing by designated cut-off dates (all paperwork must be properly coded)
- Distribute employee and payroll deduction checks
- Deposit payroll taxes
- Distribute employee W-2's and submit reports to IRS
- Sign and submit the 941 and W3 reports to the appropriate entities

All payroll information must be submitted to The Business Center by the assigned due dates to ensure adequate time for accurate processing.

ARTICLE V - ADDITIONAL BUSINESS CENTER SERVICES

The following Business Center services are available in addition to the Budget, Finance, and Payroll/Human Resources (Prices on Request):

- Budget and Financial Planning
- Customized Board Reports
- Internal Auditing
- Federal Grant Financial Reporting
- Audit Preparation and Reports
- Financial Consultation

ARTICLE VI – TERMINATION OF SERVICES

This contract may be terminated by either _____ or the Education Service Center Region XI in the event either party fails to perform according to the terms of this Contract upon thirty (30) days written notice to the other party.

**REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT**

**BUSINESS CENTER CONTRACT
EDUCATION SERVICE CENTER REGION XI**

ARTICLE VII - COMMITMENT FOR SERVICES

Client Name: _____

Business & RSCCC Services:	
Full Charge Bookkeeping Services	\$ _____
Payroll Services	\$ _____
Full Service Finance and Payroll	\$ _____
Additional Services:	
_____	\$ _____
_____	\$ _____
Total Commitment:	\$ _____

Please contact Education Service Center Region XI Business Center for Pricing and Services.

ARTICLE IX – AUTHORIZATION FOR SERVICES

_____ has approved this contract with The Business Center in the amount of \$ _____

Date

Superintendent

This Contract is accepted by Education Service Center Region XI as indicated above.

**Executive Director
Education Service Center Region XI**

**REVISED DURING CONTINGENCY
PROCESS ~ SEE INSERT**

ATTACHMENT P

Texas Education Agency
Division of Audits

Proposed Charter School: Legends Academy
Proposed Charter Holder: NorthPointe Academy
New or Conversion: New
Employer ID Number (EIN): 20-3631297
Education Service Center: Region 11

Question 5 (Attachment P) Negotiated Lease Agreement

In regards to the information concerning the facility for Legends Academy, the Governing Board of Legends Academy is actively pursuing a building to house the school. Once a facility has been located, Legends Academy will forward the following information to the Texas Education Agency Division of Audits:

- The physical address of the facility to be used by Legends Academy and a description of the facility.
- An explanation of why the site will be suitable for Legends Academy.
- Discuss plans to ensure that the facility is accessible to disabled persons.
- Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations and identify the dollar amounts of any renovations or repairs.
- A copy of the signed negotiated lease, deed(s) to property or purchase agreement(s) as applicable.
- Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity and note any relationships or business affiliations between the individuals identified.
- Identify all other organizations or individuals that will be using the facility in addition to Legends Academy.

SAMPLE
Not Final document

LEASE AGREEMENT

THIS LEASE, dated as of _____ between _____ located at _____ (“Lessor”), and _____ located at _____ (“Lessee”).

WITNESSETH;

WHEREAS, Lessor owns and operates a _____ under the name of BLANK located at _____.

WHEREAS, Lessor wishes to lease a _____ (to be referred to as the “Premises”) and Lessee wishes to lease the Premises from Lessor.

NOW, THEREFORE, in consideration of the above foregoing and other good and valuable consideration, including the covenants and agreements contained herein, the Lessor leases the Premises to Lessee and the Lessee takes from Lessor the leased Premises under all of the terms and conditions set forth in this Lease.

1. LEASE: TERM

(a) Lessor leases to Lessee _____ rentable square feet of space as reflected on the floor plan attached hereto and incorporated herein as Exhibit A (the “Premises”) in the _____ located at _____ (the “Building”). The term of this lease (the “Term”) shall include an initial term of _____ (____) years commencing on the Lease Commencement Date as defined below and an optional term of _____(____) years.

(b) The “Lease Commencement Date” shall be _____, _____. Possession of the Premises shall be delivered to the Lessee on that date. From and after the Lease Commencement Date, Lessee shall have complete access to the Premises for the purposes of:

- 1. Constructing improvements;
- 2. Inspections by governmental and licensing agencies;
- 3. Planning and training;
- 4. Installation of furniture and equipment; and
- 5. Operational set up.

(c) The “Rent Commencement Date” shall be the date upon which Lessee has obtained a Certificate of Occupancy for the Premises as improved, and, if same is required, a license to operate an inpatient and outpatient psychiatric and mental health treatment facility in the Premises.

(d) If Lessor has not delivered Possession to Lessee within fifteen (15) days after the Lease Commencement Date, then at any time thereafter and before delivery of Possession, Lessee may give written notice to Lessor of Lessee’s intention to cancel this Lease. If Lessor delivers Possession to Lessee after the Lease Commencement Date but on or before the following fifteen (15) days, this Lease shall remain in full force and effect.

In the event Lessee elects to cancel this Lease as outlined above, all consideration previously paid by Lessee to Lessor on account of this Lease shall be returned to Lessee, this Lease shall thereafter be of no further force or effect, and Lessor shall have no further liability to Lessee with regard to such delay or cancellation. If Lessor permits Lessee to take Possession prior to the Lease Commencement Date, such early Possession shall not advance the Rent Commencement Date or the Termination Date.

(e) Lessor represents and warrants that as of the Lease Commencement Date, it has good fee simple indefeasible title to the Leased Premises, that he has full power and authority to make this Lease and to grant to Lessee the rights, possession and use of the Leased Premises, and that he is authorized to collect the rentals called for herein, same not being assigned or pledged to any third party. Lessor further represents and warrants that no default by it under any lien described nor any refinancing of the leased Premises by it, will interfere with the continuation of this Lease.

(f) Lessor represents and warrants that Lessee will have full and peaceable possession of the Leased Premises, which possession shall remain undisturbed should Lessor sell the Leased Premises, or any part thereof or interest therein, or further mortgage or otherwise encumber the Leased Premises during the term of this Lease.

(g) At the expiration of the initial term of _____ (____) years, Lessee shall have the option to renew and extend the Lease for an additional _____ (____) years. In order to exercise this option, Lessee must give Lessor written notice of Lessee's intent to extend the term of the Lease for the additional _____ (____) years. That written notice may be given at any time prior to the end of the initial _____ (____) year term. If Lessee exercises the option to extend the Lease term for an additional _____ (____) years, the extension shall be under all of the same terms and provisions except that the Base Rent, the Additional Rent and the ancillary charges for maintenance shall be adjusted to then current fair market values.

2. RENT

(a) Lessee agrees to pay to Lessor _____ (\$_____) as monthly rent for the Premises (the "Base Rent"). Base Rent is payable in advance beginning on the first day of the next calendar month following the Rent Commencement Date and on the first day of each subsequent calendar month during the Term. On or before the Rent Commencement Date, Lessee shall pay to Lessor pro-rata Base Rent computed on a per diem basis for the number of days of the month from the Rent Commencement Date to the end of that month. All such installments shall be paid, without demand or deduction, at Lessor's office at _____, or at such other address as Lessor may designate. Lessee and Lessor acknowledge that Base Rent payable by Lessee under this Lease is not less than the fair market rental value for the Premises when compared to similar lease space which is comparable to the Premises leased for a term and pursuant to provisions similar to those contained in this Lease.

(b) If any monthly installment of Base Rent is not paid in full by the 10th day of the month, Lessee shall pay to Lessor a late charge equal to _____ (\$_____). Such late charge is to defray the administrative costs and inconvenience and other expenses which Lessor will incur on account of such delinquency. Lessor's acceptance of such late charge payment shall not constitute a waiver of Lessee's default with respect to such overdue amounts or prevent Lessor from exercising any other right or remedy available.

(c) The Base Rent set out in subsection (a) shall be increased by _____ (_____%) to be effective on the first day of the month following each annual anniversary of the Rent Commencement Date. This annual increase shall be cumulative and shall be effective each year of the Term, including the initial term and, if elected, the optional term of this Lease.

(d) Lessor waives payment of a security deposit or prepaid rentals.

3. UTILITIES

(a) Lessor shall pay the costs of electricity, gas, water and sanitary sewer service consumed within the Premises. As additional rent for the use and enjoyment of the Premises ("Additional Rent"), Lessee shall pay to Lessor for all such utilities an amount equal to _____ cents (\$0._____) per square foot of rentable space. The Additional Rent for utilities (based on _____ rentable square feet in the Premises) will be _____ Dollars (\$_____) per month. Additional Rent for utilities shall be paid in advance on the first day of each calendar month and shall be delinquent if not paid by the tenth (10th) day of each month.

(b) Lessee shall pay and be responsible for all costs of telephone system installations and service, which installations shall be subject to the prior approval of Lessor (which approval shall not be unreasonably withheld or delayed) and other expenses ancillary to its use of the Premises.

(c) Lessor shall deliver the Premises to Lessee on the Lease Commencement Date with all public utilities in service and with air conditioning in operation.

4. USE

(a) The Premises shall be used and occupied by Lessee only for _____.

(b) Lessor warrants that the permitted use as described above is a permitted use of the Premises and the Building under all applicable codes and ordinances, zoning laws and the Certificate of Occupancy for the Building. Lessee shall act in accordance with and not violate any restrictions or covenants of record affecting the Premises or the Building. Lessee shall not use or occupy the Premises in violation of law or of the Certificate of Occupancy issued for the Building, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Lessor to be a violation of any law, code, regulation or a violation of said Certificate of Occupancy. Lessee shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Lessee's use or occupancy of the Premises, impose any duty upon Lessee or Lessor with respect to the Premises or with respect to the use or occupancy thereof.

(c) Lessee shall not do nor permit to be done anything which will invalidate or increase the cost of any casualty and extended coverage insurance policy covering the Building. Lessee shall reimburse Lessor for any additional premium charged for such policy by reason of Lessee's failure to comply with the provisions of this paragraph. Lessee shall not do nor permit anything to be done in, on or about the Premises which would in any substantial way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral or unlawful purpose, nor shall Lessee maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

5. OCCUPANCY

(a) Lessee shall accept the Premises in its "AS-IS" condition. Lessee agrees that Lessor shall not be required to make any alterations or modifications to the Premises prior to the Lease Commencement Date. By taking occupancy, Lessee shall be deemed to have accepted the condition of the Premises.

(b) Lessee shall be entitled to have access to the Premises at all reasonable times from the date of execution of this Lease to the Lease Commencement Date for the purposes of making inspections, confirming Lessor's representations, developing plans for alterations and improvements, and, if appropriate, obtaining governmental inspections and approvals for its intended use of the Premises.

6. MAINTENANCE

(a) Lessor shall maintain, in good repair the roof, walls, floors, plumbing, heat, HVAC and other electrical, mechanical, and structural components of the Premises. All such repairs shall be billed to Lessee at cost except that routine maintenance shall be provided at a flat rate. Except as otherwise provided, Lessee shall maintain the Premises and promptly repair, in a good and workmanlike manner, any damage to the Premises caused by any willful or negligent act or omission of Lessee, or of any employee, agent or invitee of Lessee.

(b) Lessee shall provide at its sole expense janitorial and cleaning service to the Premises in accordance with Building Standards and rules established by Lessor. Lessee will keep all refuse in proper containers in the interior of the Premises until disposal of such refuse is made.

(c) Lessor shall maintain and keep in good repair at Lessor's expense, all common areas, public areas, parking lots and sidewalks used or intended for use in conjunction with or for ingress or egress from the Premises.

7. ENTRY

At any and all times, upon reasonable notice, Lessor may enter the Premises for the purpose of inspection, or making any repairs or performing any maintenance which Lessor determines is necessary or desirable, or to show it to prospective purchasers, mortgagees and tenants.

8. COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and comply with any rules and regulations adopted by Lessor for the Building, from time to time. Lessor shall not, however, adopt or amend its rules in any manner which will adversely affect Lessee's business operations or permitted usage of the Premises.

9. CONDEMNATION, FIRE AND OTHER CASUALTY

(a) If the Building, the Premises or a part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so as to materially interfere with the use of the Building or the Premises, then either party may terminate this Lease with written notice of termination as of the earlier of the date when title or possession thereof is acquired or when possession thereof is taken by the condemning authority and all rights

of Lessor and Lessee in this Lease and all obligations of Lessor and Lessee under this Lease shall immediately cease and terminate. Notwithstanding the foregoing, in the event of a taking of the Premises or any part thereof for temporary use: (a) this Lease shall be and remain unaffected thereby, except that (b) Lessee shall be entitled to a prorata abatement of Base Rent during the period of such taking. For purpose of this Section, a temporary taking shall be defined as a taking for a period of 90 days or less.

(b) If the Premises or the Building shall be damaged by fire or other casualty and the Premises are thereby rendered wholly unsuitable for its intended use, Lessee or Lessor may terminate this Lease. In addition, if the Premises are damaged but not rendered wholly unsuitable for its intended use, but if the required repair or restoration work cannot be completed within 90 days of the occurrence of such damage, either Lessor or Lessee may terminate this Lease. If either party is entitled to terminate this Lease and desires to do so, it shall give the other party written notice of termination within 30 days of the occurrence of such damage, and upon the giving of such notice, this Lease shall terminate as of the date of the casualty, and any prepaid Rent shall be refunded to Lessee. If this Lease has not been terminated as permitted above, then Lessor shall use its best efforts to repair the same with reasonable promptness, and the Base Rent shall abate in proportion to the extent that the Premises are untenable until the repairs are substantially completed.

(c) Upon the suffering of any loss of the Premises, or the use of the Premises, under or as a result of condemnation or casualty, whether temporary or permanent, and whether or not this Lease is terminated as a result of such condemnation or casualty, Lessor and Lessee shall be entitled to seek compensation for their respective losses from any governmental agency, any insurer or any other third party responsible by law, common law or contract for compensating or reimbursing such losses.

10. ALTERATIONS AND IMPROVEMENTS

(a) Lessee shall be entitled to make such reasonable alterations and improvements to the Premises as are necessary for its intended use. Lessee shall submit detailed plans for such alterations and improvements to Lessor for Lessor's review and consent. Lessor shall promptly review same and shall not withhold its consent thereto unless some part or all of Lessee's plans are not in conformity with applicable building codes or other laws, rules or regulations, or are substantially in conflict with Lessor's design criteria for the Building. Lessor shall, within fifteen (15) days of receipt of Lessee's proposed plans, give notice of its consent or notice of the specific areas and items to which it shall withhold its consent. Lessor shall use its best efforts to work with Lessee to develop plans acceptable for the Building. If the Lessee has submitted its plans for alterations and improvements to the Lessor for its consent at least thirty (30) days prior to the Lease Commencement Date, and if the parties cannot reach agreement for consent to such plans prior to the Lease Commencement Date, Lessee may, in its sole discretion, terminate this Lease. All alterations and improvements to be made by Lessee shall be at Lessee's sole cost and expense, except as otherwise agreed by the parties.

(b) Lessor will be entitled to install improvements in the Premises for its future use and benefit so long as the installation of same are (i) at Lessor's cost and expense, (ii) do not increase the cost and expense of Lessee's improvements to the Premises, and (iii) to not delay the approval of Lessee's Plans or the completion of Lessee's improvements to the Premises, and (iv) do not, in Lessee's sole discretion, interfere with Lessee's use and occupancy of the Premises.

(c) After completion of the initial alterations and improvements, Lessee shall make no further alterations or improvements to the Premises, without the written consent of Lessor, which consent shall not be unreasonably conditioned, delayed, or denied. Lessor shall not withhold consent to any alterations or improvements that are required for licensing or zoning or in order for Lessee to remain in compliance with all applicable rules, regulations, laws or similar requirements. All permitted alterations and improvements shall be at Lessee's sole cost and expense.

(d) Lessee will not create or permit to be created and remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof or upon Lessee's leasehold interest therein, which arises by reason of any labor and material furnished or claimed to have been furnished to Lessee or by reason of any construction, addition, alteration, repair or restoration of any part of the Premises by Lessee. In the event that any such lien shall be filed against the Premises, Lessee shall cause such lien to be released or discharged by payment or bonding within thirty (30) days after actual notice of the filing thereof. If Lessee fails to post such bond(s) or otherwise obtain discharge and release of such lien and save Lessor harmless from all threat or loss or damage that could arise therefrom, Lessor, after notice to Lessee, may pay and/or otherwise obtain discharge of such lien, and all expenditures and costs incurred thereby shall be payable as additional rental hereunder with the next installment of Rent payable hereunder.

(e) All alterations and improvements to the Premises shall become the property of the Lessor. Notwithstanding the foregoing, Lessee may remove from the Premises at any time, and upon termination of this Lease, all trade fixtures, furniture and equipment, whether or not affixed to the Premises, and all such other improvements which can be removed without damage to the Premises or for which Lessee shall repair such damage as is caused to the Premises by removal.

11. LIABILITY AND INDEMNIFICATION

(a) Lessor shall not be liable to Lessee for claims for any damage to person or property (including property in Lessee's possession or under its control) caused by any defect in the Premises or by fire or smoke or any acts or omissions of Lessor or its agents, staff or employees or other tenants of the Building or arising from any other source whatsoever (whether similar or dissimilar to the foregoing), unless the damage, loss or injury is caused by the gross negligence or willful misconduct of Lessor, its employee, agents or contractors and is not covered by insurance maintained by Lessee.

(b) Lessee shall indemnify and hold harmless Lessor and its affiliates against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and costs of litigation), resulting from or incurred by Lessor or any agent, staff, or employee of Lessor (i) arising from the Lessee's use of the Premises, the conduct of its business or profession or from any other activity permitted or suffered by Lessee upon the Premises, or (ii) arising from any breach by Lessee of this Lease. Lessee upon notice from the Lessor shall resist and defend at Lessee's expense any such actions or proceedings by counsel reasonably satisfactory to Lessor.

(c) Lessee shall not be liable to Lessor for claims for any damage to person or property (including property in Lessor's possession or under its control) caused by any defect in the Premises or by fire or smoke or any acts or omissions of Lessee or its agents, staff, or employees or other tenants of the Building or arising from any other source whatsoever (whether similar or dissimilar to the foregoing), unless the damage, loss or injury is caused by the gross negligence or willful misconduct of Lessee, its employee, agents or contractors and is not covered by insurance maintained by Lessor.

(d) Lessor shall indemnify and hold harmless Lessee and its affiliates against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and costs of litigation), resulting from or incurred by Lessee or any agent, staff, or employee of Lessee (i) arising from the Lessor's use of the Building, the conduct of its business or profession or from any other activity by Lessor upon the Premises, or (ii) arising from any breach by Lessor of this Lease. Lessor upon notice from the Lessee shall resist and defend at Lessor's expense any such actions or proceedings by counsel reasonably satisfactory to Lessee.

(e) Lessor and Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Premises) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils with respect to such party's property and regardless of the negligence of either party for which the party incurring the loss has agreed to carry insurance under this Lease. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers contained in this paragraph. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

12. INSURANCE

(a) Lessee shall maintain broad form coverage insurance covering casualty losses to the Premises and liability insurance for the Premises in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

(b) Lessor shall maintain broad form coverage insurance covering casualty losses to the Building and liability insurance for the Building in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

(c) Lessee shall maintain at its expense property and casualty insurance to the full replacement value of all of Lessee's personal property located on the Premises.

(d) At least fifteen (15) days prior to the expiration of any such policy, Lessee agrees to deliver to Lessor either a duplicate original of the aforesaid Policy or a certificate evidencing such insurance, provided said policy or certificate contains an endorsement that such insurance may not be cancelled or materially changed except upon ten (10) days' notice to Lessor,

together with evidence of payment of the premium.

(e) The liability insurance policies maintained by Lessor and Lessee shall provide for waiver of subrogation in accordance with section 11 of this Lease.

13. REMEDIES IN EVENT OF DEFAULT

(a) If any of the following events ("defaults") shall occur: (i) Lessee fails to pay the Base Rent and the Additional Rent or any other sums payable by Lessee under this Lease, and the failure continues for a period of five (5) days after written notice from Lessor, (ii) Lessee fails to pay any other amounts due or perform any other obligations under this Lease and the failure continues for fifteen (15) days after written notice from Lessor, or for an unreasonable period of time if fifteen (15) days is not sufficient time to repair, remedy or correct the obligation breached, or (iii) Lessee becomes bankrupt or files a petition in bankruptcy; then in any such event, Lessor may re-enter the Premises, with or without terminating this Lease. Lessee's obligation to pay the Rent shall survive any termination of this Lease due to Lessee's default. If Lessor at any time terminates this Lease for any default, then, in addition to any other remedy it may have, it may recover from Lessee all actual (but not exemplary or consequential) damages it may incur by reason of the default, including the cost of recovering the Premises and the value at the time of termination of the excess, if any, of the amount of rent and charges reserved in this Lease for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the stated term, both figures being discounted to present value. Alternatively, Lessor may elect to keep this Lease in effect and recover monthly from Lessee an amount equal to the Base Rent and other charges due less the amount of any rentals which Lessor may receive by reletting the Premises. If Lessor elects the latter, Lessor shall use reasonable commercial efforts to release the Premises at market rental.

(b) If Lessee shall fail to make any payment (other than payment of Base Rent or Additional Rent) or perform any other act required to be made or performed under this Lease, Lessor, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to Lessee, make the payment or perform the act for the account of and at the expense of Lessee, and may enter upon the Premises for that purpose and take all actions as may be necessary to correct Lessee's breach. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) so incurred, together with interest at the Interest Rate from the date of payment, shall constitute additional rent and shall be paid by Lessee to Lessor on demand.

(c) Lessor shall not be deemed in default under this Lease, nor shall Lessee be entitled to claim a constructive eviction, unless Lessor fails to fulfill any of its obligations after fifteen (15) days' notice from Lessee specifying the failure; or, if the failure is of such a nature that it cannot reasonably be cured within the fifteen (15) day period, Lessor fails to cure the same within a reasonable time.

14. ASSIGNMENT AND SUBLETTING

Lessee shall not, either voluntarily or by operation of law, directly or indirectly, sell, assign or transfer this Lease, in whole or in part, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by any

person, corporation, partnership, or other entity except Lessee's employees, staff and contracted service providers without the prior written consent of Lessor unless such assignment or transfer is to an entity owned by or under common control with Lessee.

15. SUBORDINATION AND ATTORNMENT

This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Building is located.

Subject to the limitations of Section 1(b), if the holder of any mortgage, deed to secure debt, deed of trust, or the lessor under any underlying lease pursuant to which Lessor is the lessee, shall hereafter succeed to the rights of Lessor under this Lease, then at the option of such successor, Lessee shall attorn to and recognize such successor as Lessee's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Lessor and Lessee, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Lessee executes and delivers the instrument requested by such successor landlord.

16. ANCILLARY SERVICES

(a) Lessor shall provide housekeeping, routine maintenance and security services at the monthly flat rates listed on Exhibit F.

(b) Lessor shall provide a reasonable number of reserved parking spaces and unreserved parking spaces to meet the needs of Lessee's physicians, staff, employees, patients and visitors. The cost of all such parking spaces is included in the Base Rent.

17. END OF TERM

At the termination or expiration of the Term of this Lease, Lessee shall deliver all keys and security cards belonging to the Premises to Lessor, and shall surrender the Premises to Lessor in good condition and repair, reasonable wear and tear excepted, and will leave the Premises broom-clean. If not then in default, Lessee shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Lessee, provided that Lessee promptly repairs any damage to the Premises caused by such removal.

In the event Lessee holds over after the expiration of this Lease, such holding over shall thereafter constitute a tenancy at will terminable at any time by Lessor or Lessee giving written notice to the other. Such holding over shall be on all of the same terms and conditions as this Lease (other than the duration of the term) and Lessee shall pay Lessor Rent for the period of its hold over at the times for payment specified herein, which Rent shall be in the same amounts in effect immediately prior to the expiration of this Lease.

18. QUIET ENJOYMENT

So long as Lessee pays the Base Rent, the Additional Rent and any other charges payable by Lessee hereunder and performs the Lessee's covenants, Lessee shall peacefully and quietly hold the Premises throughout the Term free from any hindrance or

molestation by Lessor or anyone claiming by, through or under Lessor.

19. INTEREST

Except for the late charge described in Section 1(d), any amounts payable to Landlord under this Lease which are not paid in full on or before the due date thereof, shall bear interest on the unpaid balance from the due date to the date of full payment at the rate of interest (the "Interest Rate") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus 2% per annum, with each change in such prime rate being effective on the date such change is published.

20. NOTICES

All notices and other communications required or permitted under this Lease must be in writing and shall be deemed 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, certified mail, return receipt requested, 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.

LESSOR: _____

With a copy to: _____

LESSEE: _____

With a copy to: _____

or to such other address as the other party may have furnished the other. Any notice shall be deemed given upon the date of its receipt or the date the recipient refuses acceptance of such notice as confirmed by return receipt.

21. SUCCESSORS AND ASSIGNS

This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of Lessor and Lessee.

22. LESSEE'S PROPERTY

All trade fixtures, furnishings, equipment and other personal property owned by Lessee placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

23. SIGNS

Lessee shall have the right to place signs of reasonable size on the Premises and the Building provided that the design of same shall require the consent of Lessor. Any and all signs placed on the Premises by Lessee shall be maintained in compliance with all applicable governmental laws and regulations, and Lessee shall be responsible to Lessor for any damage caused by installation, use or maintenance of its signs. At the expiration or earlier termination of this Lease, Lessee shall remove any of its signs and shall repair any damages incidental to this removal.

24. BROKERS

Lessor and Lessee agree that no brokerage commissions or similar compensation is due in connection with this transaction. Each party agrees to indemnify the other against all claims for brokerage commissions or other compensation for services rendered at its instance in connection with this transaction.

25. NONWAIVER

No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor of any right or remedy in law or otherwise.

26. ENVIRONMENTAL MATTERS

(a) Lessee shall not allow any Hazardous Material to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Material or other toxic material.

(b) Lessee shall, at its sole cost and expense, arrange for the removal and disposal of all Hazardous Materials, and/or toxic materials generated or stored in the Premises, which removal and disposal shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders.

(c) If Lessee becomes aware of the presence of any Hazardous Material in or on the Premises (except for those Hazardous Materials or other toxic material, kept or used in the Premises by Lessee in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, and which are used and kept in compliance with applicable public health, safety and environmental laws) or if Lessee, or the Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, Lessee shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises. If Lessee fails to

implement and diligently pursue any such repair, closure, detoxification, decontamination or other cleanup of the Premises, Lessor shall have the right, but not the obligation, to carry out such action and to recover all of the costs and expenses from Lessee. Notwithstanding the foregoing, Lessee shall not under any circumstances be obligated to the cleanup any Hazardous Material contamination which not caused by Lessee or its employees, agents or contractors.

(d) "Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law having jurisdiction over the Building and/or the Land, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act ("Applicable Environmental Laws").

(e) Lessee shall indemnify, save harmless and defend Lessor from and against any and all claims (including, without Limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, diminution in value of the building and land, reasonable attorneys' fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from or asserted directly or indirectly against Lessor during or after the term of this Lease as a result of (i) the presence, release or threat of release or the suspected presence, release or threat of release of any Hazardous Materials on, in, under, about or from the Premises, which Hazardous Materials were brought, kept, stored or used on, in, under or about the Premises by Lessee, its Lessees, agents, employees, contractors or invitees, (ii) any violation of Applicable Environmental Laws by Lessee, its Lessees, agents, employees, contractors or invitees, (iii) any activities conducted by Lessee on the Premises, including, without Limitation, any permitted activities, (iv) the generation, use, storage, handling or disposal by Lessee of any Hazardous Materials, and/or (v) any breach by Lessee of its obligations and/or covenants under this Section.

27. PARTIAL INVALIDITY

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

28. CERTAIN LEGAL REQUIREMENTS

(a) The parties are entering into this Lease with the intent of implementing the agreements contained herein in full compliance with applicable federal, state and local laws.

(b) "Affiliate", for the purposes of this Lease shall mean any person which directly or indirectly controls or is controlled by or is under control with Lessor or Lessee, as the case may be. For purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the

management and policies of such person or entity, through the ownership of voting securities, partnership interests or other equity interests.

29. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties with respect to the Premises and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought.

30. HEADINGS, CERTAIN DEFINITIONS AND MISCELLANEOUS

The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. The word "Lessor" means only the owner of the Building from time to time or the master lessee of the Building from time to time and, in the event of any sale, transfer or conveyance of the Building or Lessor's interest in the Building by Lessor, the Lessor shall be released from all covenants and conditions as Lessor hereunder and without further agreement between the parties, the purchaser, lessee or other transferee of the Building shall be deemed to have assumed all covenants and conditions of Lessor hereunder. All exhibits referred to herein are attached hereto and made a part hereof. This Lease and the exhibits hereto contain the entire agreement of the parties in respect to the Premises and all prior understandings and agreements are hereby superseded. This Lease and all of the terms and conditions hereof shall be binding upon and inure to the benefit of Lessee and its successors and assigns permitted pursuant to Section 14. This Lease shall be governed by the laws of the state of Texas where the Building is located.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have executed this Lease

LESSOR:

By: _____

Date: _____

LESSEE:

By: _____

Date: _____

Legends Academy

STUDENT APPLICATION

FOR OFFICE USE

Today's Date _____

For Grade _____

School Year _____

Legends Academy will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

Applicant Information (To be completed by Parent or Guardian)

Be assured that the information you provide will be kept confidential and will not be used inappropriately.

Applicant's Full Name _____

Preferred First Name _____ Age _____ Birthdate _____

Home Address _____ Katrina/Rita evacuee Yes _____ No _____

City _____ State _____ Zip _____ Telephone (____) _____

County _____

Home School District _____

Neighborhood Public School child would attend _____

Family

Mother

Father

Name _____

Name _____

Address _____

Address _____

Home Telephone (____) _____

Home Telephone (____) _____

Work Telephone (____) _____

Work Telephone (____) _____

Please circle one below

Please circle one below

Pager/Cellular Phone (____) _____

Pager/Cellular Phone (____) _____

Fax _____ Email _____

Fax _____ Email _____

Parent Signature _____

Legends Academy

STUDENT ENROLLMENT INFORMATION

FOR OFFICE USE

Today's Date _____

For Grade _____

School Year _____

Legends Academy will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

Applicant Information (To be completed by Parent or Guardian)

Be assured that the information you provide will be kept confidential and will not be used inappropriately. Our staff will evaluate your responses. We urge you to be candid and complete in responding to questions. Please be aware that your failure to provide complete information or your submissions of false or misleading responses to the questions asked may constitute a basis for termination of Enrollment Agreement.

Applicant's Full Name _____ Age _____ Birthdate _____

Preferred First Name _____ Social Security Number _____ - _____ - _____

Home Address _____ Katrina/Rita evacuee _____ Yes _____ No

_____ Telephone (____) _____
City State Zip Please include area code with all phone numbers

County _____ Ethnicity _____ Sex: _____ Male _____ Female

Home School District _____

Neighborhood Public School child would attend _____

Family **Mother** **Father**

Name _____ Name _____

Address _____ Address _____

Home Telephone (____) _____ Home Telephone (____) _____

Work Telephone (____) _____ Work Telephone (____) _____

Please circle one below

Pager/Cellular Phone (____) _____ Pager/Cellular Phone (____) _____

Fax _____ Email _____ Fax _____ Email _____

Employer _____ Employer _____

Family

Mother

Father

Occupation _____

Occupation _____

School(s) Attended and Degree(s) _____

School(s) Attended and Degree(s) _____

Student lives with:

____ Both parents

____ Mother

____ Father

____ Female Guardian

____ Male Guardian

____ Stepmother

____ Stepfather

Check if appropriate:

____ Father Deceased

____ Mother Deceased

____ Parents Divorced

____ Parents Separated

Please list other children in your family:

Name

Age

School

Grade

Schools Attended by the Applicant

Current School _____

Address _____

Principal/Director _____ Telephone(____) _____

Dates Attended _____ Grades Attended _____

Previous Schools -----List in order, most recent first:

School

City, State

Dates Attended

Has the student previously attended or applied for admission to Legends Academy? If yes, when?

Why do you want your son/daughter to attend Legends Academy?

What are your educational expectations for your son/daughter at *Legends Academy*?

What excites you the most about your son/daughter being a student at *Legends Academy*?

Describe your son/daughter's special dietary requirements, including religious observance, medical restrictions, food allergies, and other special diets (e.g., vegetarian):

Does your son/daughter have allergies to medication or anything else we should be aware of? (Bee stings, peanuts, dust, animals, smoke, etc.)?

Does your son/daughter have any current medical issues or medication needs about which *Legends Academy* should be aware? If yes, please explain.

Describe any other talents or achievements your son/daughter has shown either in or outside of school.

Signature of Parent or Guardian

Date

Signature of Student Applicant

Date

Submit to:
Legends Academy
Admissions
2026 W. University Drive
Denton, Texas 76201

INFORMATION RELEASE

Information on students is published for students, parents, and school personnel use. This information includes:

- | | |
|---------------------------------|-----------------------|
| 1. student's and parent's names | 2. address |
| 3. telephone numbers | 4. cell phone numbers |
| 5. email addresses | 6. student's grade |

Please check the appropriate information, sign and return this form to school personnel.

I do not want any information released to the student body. The information in the student directory is to be used by school personnel only.

All information may be released in the student directory.

Please do not release the information checked:

- | | | |
|---|---|--|
| <input type="checkbox"/> parent names | <input type="checkbox"/> address | <input type="checkbox"/> telephone numbers |
| <input type="checkbox"/> cell phone numbers | <input type="checkbox"/> parent email addresses | <input type="checkbox"/> student email addresses |

Printed Student Name	Printed Parent Name
Signature of Parent or Guardian	Date

PHOTO RELEASE

I hereby grant Legends Academy, and all related entities, full and absolute permission and all rights to copyright, publish, display and use for any legal purpose, any or all photographs, video tapes, and electronic images together with descriptive text or statements in which my child may appear. Legends Academy has the right to use these images at any time in the future for the benefit of the school as they see fit, without compensation to the student or parents. This includes, but is not limited to, brochures, newsletters, and print media.

Printed Student Name	Printed Parent Name
Signature of Parent or Guardian	Date

Legends Academy

HOME LANGUAGE SURVEY

Student Name _____ Date _____

Grade _____

1. What language is spoken in your home most of the time?

_____ English _____ Spanish _____ Other (Specify) _____

2. What language does your child speak most of the time?

_____ English _____ Spanish _____ Other (Specify) _____

Signature of Parent/Guardian

Nombre Del Alumino: _____ Fecha: _____

Grado: _____

1. Cual idioma se habla en su Hogan casi siempre?

_____ Ingles _____ Espanol _____ Otro (Favor de especificar) _____

2. Cual idioma habla se hijo casi siempre?

_____ Ingles _____ Espanol _____ Otro (Favor de especificar) _____

Firma de padre(s) o guardian

Legends Academy
MEDICAL CERTIFICATE (Required Annually)

Must be received before August 1

Student Name _____ Date of Birth _____ Grade in Fall _____
Last First Middle Month/Day/Year

Address: _____ Home Telephone (_____) _____
Street City ZIP Please include area code with all phone numbers

Father's Name _____ Work Phone (_____) _____ Cell Phone (_____) _____
 Mother's Name _____ Work Phone (_____) _____ Cell Phone (_____) _____

1. Immunizations: An Attached Copy of Immunization Record is required each year. Must indicate the Month, Day & Year of Series and Boosters as required by Texas Department of Health. All immunizations must be current or attendance will be denied.

2. Health History: Today's Date _____

Food Allergies _____ Drug Allergies _____
 Environmental Allergies _____ Asthma _____
 Heart Conditions _____ Seizure Disorder _____
 Orthopedic Conditions _____ Diabetes _____
 Emotional/Psychological/Behavioral Concerns _____
 Attention Deficit _____ Bed Wetting _____
 Other _____
 Previous Injuries, Illnesses, Surgeries _____
 List all medications taken for the above conditions: _____

And does not need the varicella vaccine. _____ Month/Day/Year

3. Physical Examination: Date _____ (Must be within 3 months prior to start of new school year)

Height _____ Weight _____ Blood Pressure _____ Vision: Right _____ Left _____
 Urine _____ Albumin _____ Sugar _____ Hearing: Right _____ Left _____
 Date of first menstrual period _____ Date of last menstrual period _____

	Negative	Positive		Negative	Positive
Skin.....	_____	_____	Abdomen.....	_____	_____
Head.....	_____	_____	Genitalia.....	_____	_____
Eyes, Ears, Nose...	_____	_____	Extremities.....	_____	_____
Mouth, Throat.....	_____	_____	Joint Function.....	_____	_____
Neck.....	_____	_____	Spine-Scoliosis.....	_____	_____
Lungs and Chest....	_____	_____	Kyphosis.....	_____	_____
Heart.....	_____	_____	Lordosis.....	_____	_____
Hearing.....	_____	_____	Vision.....	_____	_____

Explain any abnormal findings: _____

I certify that on this date I have examined the above student as indicated by items checked, and I recommend him/her as being physically able to participate in those supervised activities check below:
 _____ Trips _____ Campouts _____ All Sports _____ Swimming _____ Exceptions (List) _____

 Printed Name of Physician Signature of Examining Physician (_____) Phone

Legends Academy

Request for Release of Education Records

Records Request For:

Student Name _____ DOB _____

Records Request From:

Legends Academy Phone: 940-320-8100
Fax: 940-384-0307

- _____ Cumulative records, including latest report card
- _____ Health information, including immunizations
- _____ Standardized testing scores
- _____ All TAKS Results
- _____ Transcripts
- _____ Other _____

Is this student enrolled in an accelerated, GT or honors programs? _____

Is this student enrolled in a remedial program? _____

If yes, what type of program(s)? _____

Please send all pertinent documentation.

TAC §89.1050 (f), states, "The student's current and previous school districts are not required to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31 (a)(2) and §99.34."

Please furnish the student records as soon as possible, but no later than _____.

TAC §89.1050 (f) states, "In accordance with TEC, §25.002, the school district in which the student was previously enrolled shall furnish the new school district with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district."

For more information contact: School Secretary

Please fax or send the records to: School Secretary
Legends Academy
2026 W. University Drive
Denton, Texas 76201
940-320-8100
Fax: 940-384-0307

Name

Cumulative Folder Check List

Please Note: Enrollment is **NOT** complete until **ALL** Information listed below is returned to the school office.

- Application (current year)
- Request for Release of Education Records
- Information Release form
- Medical Certificate form (for current year)
- Current** Shot Records
- Information from previous school
- Final** report card for current year
- TAKS results
- Standardized test results (Stanford, etc.)
- Social Security card (copy)
- Birth Certificate (copy)
- Any special program information (Gifted/Talented, 504, Special Education, At-Risk, ESL – **circle** any that apply)
- Transportation Contract
- Home Language Survey

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION
For the period May 12, 2000 to the present

Individual making report: CASSANDRA BERRY
(Please Print or Type Full Name)

Employer or Company Represented: NORTHPOINTE ACADEMY (LEGENDS ACADEMY)
(Please Print or Type Full Name)

Position/Title: PRESIDENT OF SCHOOL BOARD
(Please Print or Type Full Name)

Services Rendered to SBOE or Contract, Grant, or Charter Issued by SBOE
N/A

Transaction 1. N/A

DATE _____

AMOUNT _____

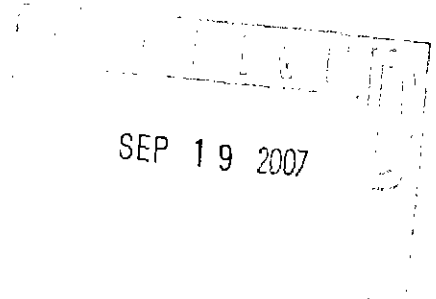
NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE

Transaction 2. N/A

DATE _____

AMOUNT _____



INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION.

For the period May 12, 2000 to the present

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE

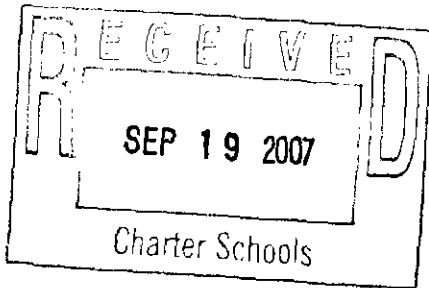
Transaction 3. *N/A*

DATE

AMOUNT

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE



x *Cassandra Berry* 9/19/2007
Print or Type Name of Organization President Date

Cassandra Berry 9/19/2007
Signature of Organization President Date

NorthPointe Academy
Official Name of Charter Holder

20-3631297
FBI No./Taxpayer ID

Legends Academy
Charter School Name

County-District No.

TEXAS EDUCATION AGENCY

Division of Planning and Grant Reporting

**General Application of Assurances for Federal Programs Administered by the
U.S. Department of Education**

Authority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).

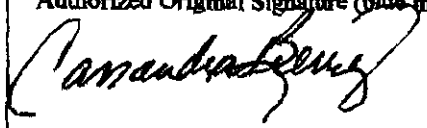
Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Planning and Grant Reporting at (512)463-7004.

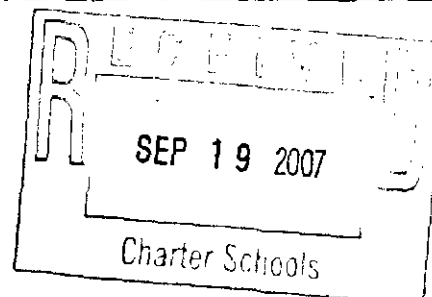
Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue-ink)	
Cassandra Berry	09/18/07	(972) 394-4357		
Typed Title of Authorized Official of Charter Holder				
President of School Board				
Address of Charter Holder		City	State	Zip Code
2026 W. University Drive		Denton	Texas	75010

Return original to:
Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress
Austin, Texas 78701



DPG/ACS-001R03

Special Education Assurances and Development of Policies and Procedures

Electronic Submission of Charter Policies and Procedures Assurances

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

Applicant Assurance Statement

The sponsoring entity's CEO must sign the assurance statement below certifying that the proposed charter school will have in place upon opening the above-described special education policies and procedures. The charter holder will develop its policies and procedures through the online Legal Framework.

Future Updates to Policies and Procedures

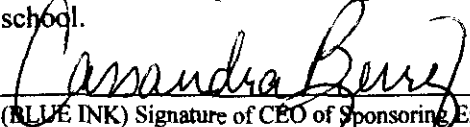
Charters will use the Legal Framework for developing and submitting updated policies and procedures assurances in the future. Guidance from ESCs on updates to policies and procedures will be ongoing.

Technical Assistance

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

Assurance Statement

By signing below, the sponsoring entity assures that the proposed charter school will have in place upon opening policies and procedures that ensure implementation of IDEA 2004 and all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner's rules concerning students with disabilities receiving special education services and further assures that any future amendments to the regulations, laws, and rules will be incorporated into policies and procedures and implemented by the charter school.


(BLUE INK) Signature of CEO of Sponsoring Entity


Date

LEGENDS
Academy

Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Check one:

- Yes
- No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

Check one:

- Yes
- No

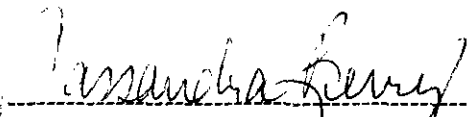
TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

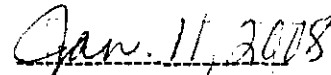
Check one:

- Yes
- No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.

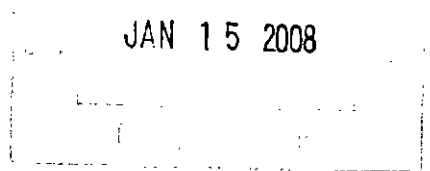


 Signature of Charter Holder Board/Chair
 (must sign in blue ink)



 Date

JAN 15 2008



Texas Education Agency
Division of Charter Schools
Generation 13 Applicant Interview
Legends Academy
NorthPointe Academy
Thursday, September, 13, 2007

Please Print Name	Title	Signature
Donna Walton	Consultant	<i>Donna Walton</i>
Jimmye Lou Cockrell	Superintendent	<i>Jimmye Lou Cockrell</i>
Cassandra Berry	Board President	<i>Cassandra Berry</i>

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

GAINESVILLE ISD
(District/Charter School Name)

049901
(County-District Identification Number)

800 S MORRIS ST. GAINESVILLE, TX. 76240
(District/Charter School Address)

CHARLES LUKE
(Print Superintendent's Name)

Lisa Bellows
(Print Board President's Name)

[Signature]
(Signature of Superintendent)

[Signature]
(Signature of Board President)

3/5/07
(Date)

940 736 3996
(Phone Number)

JUN 25 2007

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH Hospital Was preparer paid? Yes
XNo of Denton

JUN 25 2007

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Thirteenth Generation Charter Application**

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Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

Allen ISD 043-901
(District/Charter School Name) (County-District Identification Number)

PO Box 13, Allen, Tx 75013
(District/Charter School Address)

Ken Helvey
(Print Superintendent's Name)

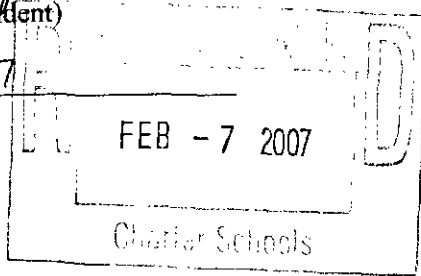
Victoria Sublette
(Print Board President's Name)

Ken Helvey
(Signature of Superintendent)

Victoria R. Sublette
(Signature of Board President)

2-2-2007
(Date)

972-727-0513
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

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- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:

(Describe the impact in the space below and/or attach any supporting documentation.)

DEPENDING ON EXACT LOCATION W/IN DENTON & FRISCO, THIS SCHOOL COULD IMPACT OUR ENROLLMENT

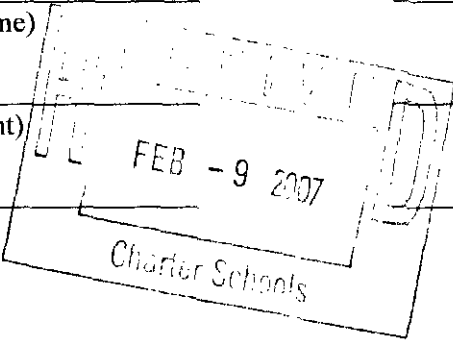
CELINA ISD (District/Charter School Name) 043-903 (County-District Identification Number)

205 S. COLORADO CELINA, TX 75009 (District/Charter School Address)

RANDY REID (Print Superintendent's Name) Bobby Apple (Print Board President's Name)

[Signature] (Signature of Superintendent) [Signature] (Signature of Board President)

2/1/07 (Date) _____ (Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

SANGER ISD (District/Charter School Name) 061-908 (County-District Identification Number)

601 ELM, P.O. Box 2399 SANGER, TX 76266 (District/Charter School Address)

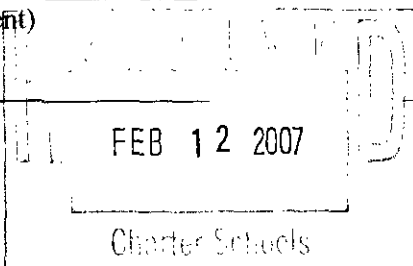
JACK BIGGERSTAFF
(Print Superintendent's Name)

SAM BURRUS
(Print Board President's Name)

Jack Biggerstaff
(Signature of Superintendent)

[Signature]
(Signature of Board President)

2-7-07
(Date)



(Phone Number)

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

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

Plano ISD
(District/Charter School Name)

043-910
(County-District Identification Number)

2700 W. 15th, Plano TX 75075
(District/Charter School Address)

Douglas W. Otto
(Print Superintendent's Name)

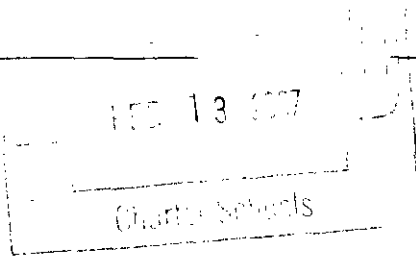
Duncan Webb
(Print Board President's Name)


(Signature of Superintendent)


(Signature of Board President)

2/1/07
(Date)

469-752-8100
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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

Frisco ISD (District/Charter School Name) 043-905 (County-District Identification Number)

6942 Maple St Frisco TX 75034 (District/Charter School Address)

Rick Reedy
(Print Superintendent's Name)

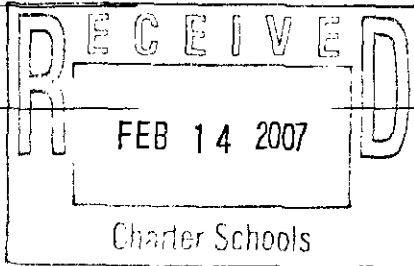
Buddy Mintt
(Print Board President's Name)

Rick Reedy
(Signature of Superintendent)

Buddy Mintt
(Signature of Board President)

2/12/07
(Date)

469-633-6012
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

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Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

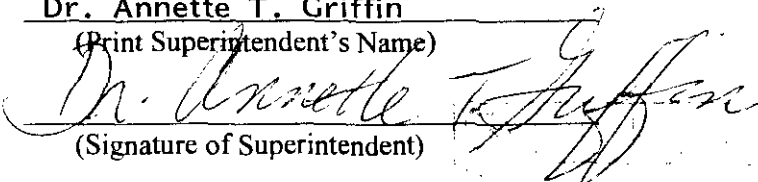
Check the appropriate response below:

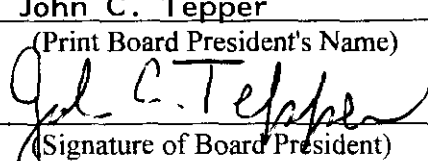
- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

Carrollton-Farmers Branch ISD
(District/Charter School Name)

057-903
(County-District Identification Number)

PO Box 115186 Carrollton, TX 75011-5186
(District/Charter School Address)

Dr. Annette T. Griffin
(Print Superintendent's Name)

(Signature of Superintendent)

Mr. John C. Tepper
(Print Board President's Name)

(Signature of Board President)

February 8, 2007
(Date)

972-968-6100
(Phone Number)

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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

(Empty space for describing impact or attaching documentation)

Boyd ISD
(District/Charter School Name)

249-902
(County-District Identification Number)

500 Knox Ave, P.O. Box 92308 Boyd TX 76023
(District/Charter School Address)

Gregory D. Stone
(Print Superintendent's Name)

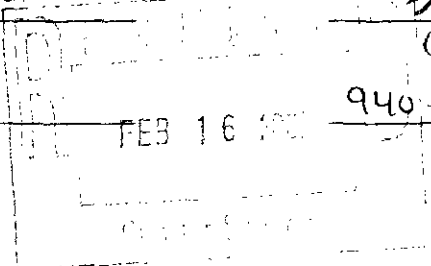
Linda Ware
(Print Board President's Name)

Gregory D. Stone
(Signature of Superintendent)

Linda Ware
(Signature of Board President)

2-9-07
(Date)

940-433-2327
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

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Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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

Denton ISD
(District/Charter School Name)

249 905
(County-District Identification Number)

(District/Charter School Address)

Dr. Gerard J. Grindt
(Print Superintendent's Name)

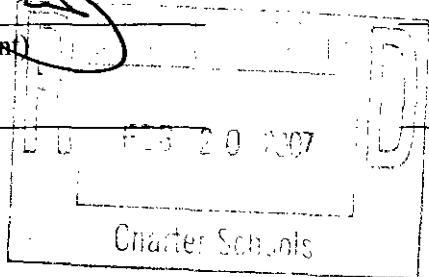
David Pierce
(Print Board President's Name)

[Signature]
(Signature of Superintendent)

[Signature]
(Signature of Board President)

2-2-07
(Date)

940 393-7100
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

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Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

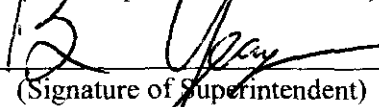

Check the appropriate response below:

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

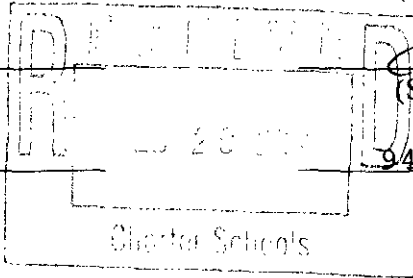
PONDER ISD 061-906
(District/Charter School Name) (County-District Identification Number)

PONDER ISD PO BOX 278 PONDER, TX 76259
(District/Charter School Address)

BRUCE YEAGER ERIC BROOKS
(Print Superintendent's Name) (Print Board President's Name)

 
(Signature of Superintendent) (Signature of Board President)

FEBRUARY 15, 2007 940-479-8201
(Date) (Phone Number)



Application Coversheet *(Please type)*

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University, Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmye Lou Cockrell Contact E-mail: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5) (6) (7) (8) (9) 10 11 12 **Maximum Enrollment:** 250

Year 2: Pre-K3 Pre-K4 K 1 2 3 (4) (5) (6) (7) (8) (9) (10) 11 12 **Maximum Enrollment:** 575

Year 3: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 875

Year 4: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 1000

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH HOSPITAL Was preparer paid? Yes
XNo of Denton

December 6, 2006

NorthPointe Academy
 2026 W. University Drive
 Denton, Texas 76201

Dear Superintendent and Board President:

This letter is to inform you that **NorthPointe Academy** intends to submit an application to the State Board of Education (SBOE) for an open-enrollment charter school. The SBOE's guidelines require that applicants send the enclosed *Statement of Impact* form and a copy of the completed *Application Coversheet* to each district and open-enrollment charter school that may be affected by the proposed charter school. Your district or charter school is receiving this information because the proposed charter school's designated geographic boundary (or transfer boundary) overlaps with your district's or charter school's boundary. The proposed charter school's designated geographic boundary will include the following districts and charter schools:

- | | | |
|------------------|----------------------------|---------------------|
| Allen ISD | Eagle Mountain Saginaw ISD | Pilot Pointe ISD |
| Alvord ISD | Era ISD | Plano ISD |
| Anna ISD | Farmersville ISD | Ponder ISD |
| Argyle ISD | Flower Mound ISD | Prosper ISD |
| Aubrey ISD | Frisco ISD | Richardson ISD |
| Azle ISD | Gainsville ISD | Rockwell ISD |
| Birdville ISD | Grapevine Colleyville ISD | Sanger ISD |
| Boyd ISD | Gunter ISD | Sherman ISD |
| Bridgeport ISD | Hurst-Euless-Bedford ISD | Slidell ISD |
| Callisburg ISD | Keller ISD | Tiago ISD |
| Carroll ISD | Krum ISD | Universal Academy - |
| Carrollton- | Lake Dallas ISD | Flower Mound |
| Farmers Branch | Lewisville ISD | Winfree Academy- |
| Celina ISD | Lindsay ISD | Grapevine |
| Chico ISD | Little Elm ISD | Winfre Academy- |
| Collinsville ISD | McKinney ISD | Lewisville |
| Coppell ISD | Melissa ISD | Winfree Academy - |
| Denison ISD | Muenster ISD | Richardson |
| Denton ISD | Northwest ISD | Wylie ISD |
| Decatur ISD | Paradise ISD | |

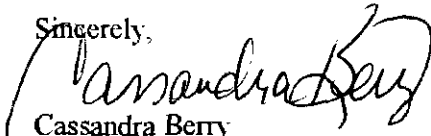
The attached *Statement of Impact* form provides a district or charter school with an opportunity to inform the SBOE of whether the proposed charter school may adversely impact it financially or in some other respect. The form also allows a district to notify the SBOE of whether the proposed school may negatively affect its student enrollment in a manner that would impair its ability to comply with a court order. Completed forms may be returned to:

Texas Education Agency
 Division of Charter Schools
 1701 North Congress Avenue
 Austin, Texas 78701

Forms must be received by no later than **August 14, 2007** for the information to be considered by the SBOE.

If you have questions about the process for approval of open-enrollment charter schools, please contact the Division of Charter Schools at (512) 463-9575 or visit <http://www.tea.state.tx.us/charter>. If you would like a complete application for the open-enrollment charter school, please contact **Jimmye Lou Cockrell** at 940-320-8143.

Sincerely,



Cassandra Berry
CEO NorthPointe Academy

Enclosures: *Statement of Impact form*
Application Coversheet

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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(Describe the impact in the space below and/or attach any supporting documentation.)

(Empty space for describing impact or attaching documentation)

COPPELL ISD (District/Charter School Name) 057-922 (County-District Identification Number)

207 S. DENTON TAP RD. COPPELL 75019 (District/Charter School Address)

JEFF N. TURNER
(Print Superintendent's Name)

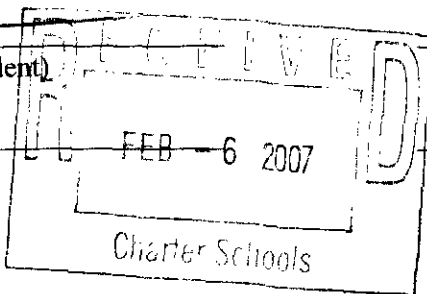
Kathie Gaultille
(Print Board President's Name)

[Signature]
(Signature of Superintendent)

[Signature]
(Signature of Board President)

2/1/07
(Date)

(214) 496-8002
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

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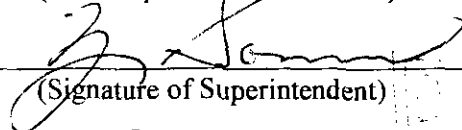
KRUM ISD
(District/Charter School Name)

061-905
(County-District Identification Number)

809 E. MCCART KRUM TX 76249
(District/Charter School Address)

TROY HAMM
(Print Superintendent's Name)

PHIL ENIS
(Print Board President's Name)


(Signature of Superintendent)


(Signature of Board President)

2-2-07
(Date)

940-482-6000 x226
(Phone Number)

TROY HAMM
SUPERINTENDENT
LINDA MOORE
ASSISTANT SUPERINTENDENT
MIKE PIERSON
HIGH SCHOOL PRINCIPAL

KRUM INDEPENDENT SCHOOL DISTRICT
809 EAST MCCART STREET
KRUM, TEXAS 76249
(940) 482-6000
FAX (940) 482-3929

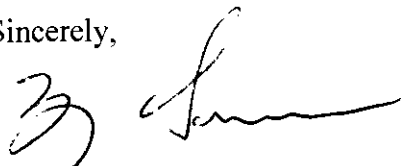
JOHN MURTELL
MIDDLE SCHOOL PRINCIPAL
LILA WRIGHT
DODD INTERMEDIATE PRINCIPAL
AUTRY HARDY
DYER ELEMENTARY PRINCIPAL

February 2, 2007

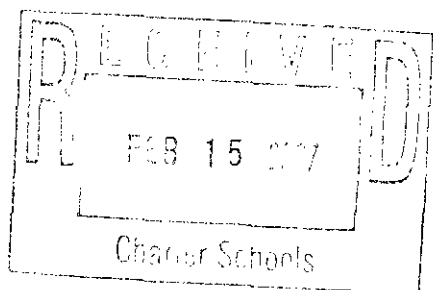
To Whom It May Concern:

Krum ISD's enrollment, ADA (Average Daily Attendance), and consequently, state funding will be adversely affected if a charter school opens within a close vicinity to the Krum ISD. Their open enrollment policies allow for easy transfer out of Krum Independent School District. I am also opposed to spending public funds on charter schools.

Sincerely,



Troy Hamm
Superintendent



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

(Empty box for describing impact or attaching documentation)

Keller ISD 220-907
(District/Charter School Name) (County-District Identification Number)

350 Keller Parkway, Keller TX 76248
(District/Charter School Address)

James R. Weitenheimer David Farmer
(Print Superintendent's Name) (Print Board President's Name)

[Signature] [Signature]
(Signature of Superintendent) (Signature of Board President)

2/7/07 817-744-1000
(Date) (Phone Number)

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

Winfree Academy
(District/Charter School Name)

057-828
(County-District Identification Number)

6221 Riverside Dr Ste 110 Irving TX 75039
(District/Charter School Address)

Melody Chalkley
(Print Superintendent's Name)

Melody Chalkley
(Print Board President's Name)


(Signature of Superintendent)


(Signature of Board President)

2-12-07
(Date)

972-869-3250
(Phone Number)



WINFREE ACADEMY CHARTER SCHOOLS

Administration Office

... Making the world a brighter place

2-23-2007

To Whom It May Concern:

The proposed change would impact Winfree Academy Charter School. In the Dallas/Ft. Worth area there are currently about 39 charter schools that already exist. The additional schools would have a negative impact on Winfree Academy Charter Schools.

Thank You,

Wendy Chalkley

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

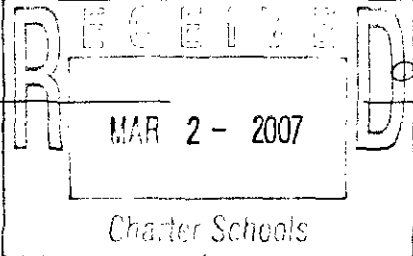
Cerogyle ISD (District/Charter School Name) 061-910 (County-District Identification Number)

800 Eagle Dr, Cerogyle, TX 74228 (District/Charter School Address)

Carolyn PIEREL (Print Superintendent's Name) Debbie Cantrell (Print Board President's Name)

Carolyn Pierel (Signature of Superintendent) [Signature] (Signature of Board President)

2-1-07 (Date) 940-464-7241 ext. 4 (Phone Number)



New Dimension Foundation

February 06, 2007

ARGYLE ISD,
CAROLYN PIEREL
800 EAGLE DR
ARGYLE, TX 76226

Dear Superintendent and Board President:

This is to inform you that New Dimension intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts and open-enrollment charter schools that are likely to be affected by the establishment the proposed open-enrollment charter school.

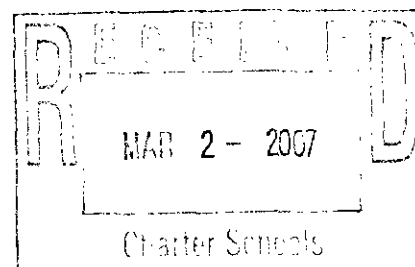
Specifically, the guidelines approved by the State Board of Education require that the enclosed *Statement of Impact* form and a copy of the application coversheet for the proposed open-enrollment charter school be sent to each district and open-enrollment charter school that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district or open-enrollment charter school financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district or open-enrollment charter school that may be affected, signed by the board president and superintendent, and returned to:

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

This form must be returned by no later than **August 14, 2007** for the information to be considered by the State Board of Education.

It is requested that you complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools, please contact the Division of Charter Schools at (512) 463-9575 or visit <http://www.tea.state.tx.us/charter>. If you would like a complete application for the open-enrollment charter school, please contact (Dr. Tevfik Eski) at ((469) 212 4357).

Sincerely,
Tevfik Eski



Statement of Impact
Thirteenth Generation Charter Application

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may submit this form** to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

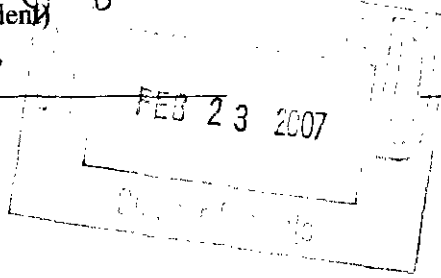
ANNA ISD (District/Charter School Name) 043-902 (County-District Identification Number)

501 S. Sherley Anna, TX 75409 (District/Charter School Address)

Dr. Joe Wardell (Print Superintendent's Name) TY CHAPMAN (Print Board President's Name)

Dr. Joe Wardell Supt. (Signature of Superintendent) Ty Chapman (Signature of Board President)

2/15/07 (Date) 972-924-3955 (Phone Number)



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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH HOSPITAL Was preparer paid? Yes
XNo of Denton

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

See attached

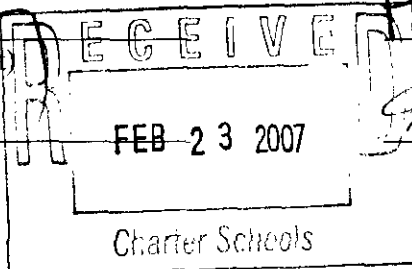
Little Elm ISD 061-914
(District/Charter School Name) (County-District Identification Number)

500 Lobo Lane, Little Elm, TX
(District/Charter School Address)

STEVE MURRAY Patricia Anderson
(Print Superintendent's Name) (Print Board President's Name)

[Signature] Patricia Anderson
(Signature of Superintendent) (Signature of Board President)

2/14/07 972-292-1847
(Date) (Phone Number)





Little Elm ISD

500 Lobo Lane, Little Elm, TX 75068, 972-292-1847

February 12, 2007

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, TX 78701

Re: NorthPointe Academy

To Whom It May Concern:

Little Elm Independent School District believes that any charter school that would possibly take students from our district and will require state level funding to operate will have an adverse affect or impact on our district, as well as other public school districts in Texas.

Respectfully,

Steve Murray
Superintendent of Schools

attachment

Steve Murray
Superintendent of Schools

Kent Crutsinger
Deputy Superintendent
Facilities and Planning

Robert Keener
Assistant Superintendent
Curriculum and Instruction

William Moeller
Assistant Superintendent
Business Services

Application Coversheet *(Please type)*

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmy Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University, Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmy Lou Cockrell Contact E-mail: jimmylou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 5 6 7 8 9 10 11 12 **Maximum Enrollment:** 250
Year 2: Pre-K3 Pre-K4 K 1 2 3 4 5 6 7 8 9 10 11 12 **Maximum Enrollment:** 575
Year 3: Pre-K3 Pre-K4 K 1 2 3 4 5 6 7 8 9 10 11 12 **Maximum Enrollment:** 875
Year 4: Pre-K3 Pre-K4 K 1 2 3 4 5 6 7 8 9 10 11 12 **Maximum Enrollment:** 1000

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH HOSPITAL Was preparer paid? Yes
XNo of Denton

December 6, 2006

NorthPointe Academy
2026 W. University Drive
Denton, Texas 76201

Dear Superintendent and Board President:

This letter is to inform you that **NorthPointe Academy** intends to submit an application to the State Board of Education (SBOE) for an open-enrollment charter school. The SBOE's guidelines require that applicants send the enclosed *Statement of Impact* form and a copy of the completed *Application Coversheet* to each district and open-enrollment charter school that may be affected by the proposed charter school. Your district or charter school is receiving this information because the proposed charter school's designated geographic boundary (or transfer boundary) overlaps with your district's or charter school's boundary. The proposed charter school's designated geographic boundary will include the following districts and charter schools:

Allen ISD	Eagle Mountain Saginaw ISD	Pilot Pointe ISD
Alvord ISD	Era ISD	Plano ISD
Anna ISD	Farmersville ISD	Ponder ISD
Argyle ISD	Flower Mound ISD	Prosper ISD
Aubrey ISD	Frisco ISD	Richardson ISD
Azle ISD	Gainsville ISD	Rockwell ISD
Birdville ISD	Grapevine Colleyville ISD	Sanger ISD
Boyd ISD	Gunter ISD	Sherman ISD
Bridgeport ISD	Hurst-Euless-Bedford ISD	Slidell ISD
Callisburg ISD	Keller ISD	Tiago ISD
Carroll ISD	Krum ISD	Universal Academy -
Carrollton-	Lake Dallas ISD	Flower Mound
Farmers Branch	Lewisville ISD	Winfree Academy-
Celina ISD	Lindsay ISD	Grapevine
Chico ISD	Little Elm ISD	Winfre Academy-
Collinsville ISD	McKinney ISD	Lewisville
Coppell ISD	Melissa ISD	Winfree Academy -
Denison ISD	Muenster ISD	Richardson
Denton ISD	Northwest ISD	Wylie ISD
Decatur ISD	Paradise ISD	

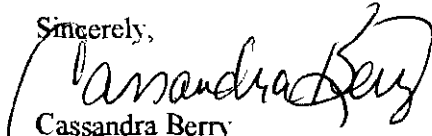
The attached *Statement of Impact* form provides a district or charter school with an opportunity to inform the SBOE of whether the proposed charter school may adversely impact it financially or in some other respect. The form also allows a district to notify the SBOE of whether the proposed school may negatively affect its student enrollment in a manner that would impair its ability to comply with a court order. Completed forms may be returned to:

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

Forms must be received by no later than **August 14, 2007** for the information to be considered by the SBOE.

If you have questions about the process for approval of open-enrollment charter schools, please contact the Division of Charter Schools at (512) 463-9575 or visit <http://www.tea.state.tx.us/charter>. If you would like a complete application for the open-enrollment charter school, please contact **Jimmye Lou Cockrell** at **940-320-8143**.

Sincerely,



Cassandra Berry
CEO NorthPointe Academy

Enclosures: *Statement of Impact form*
Application Coversheet

Application Coversheet (Please type)

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University, Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmye Lou Cockrell Contact E-mail: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5) (6) (7) (8) (9) 10 11 12 Maximum Enrollment: 250

Year 2: Pre-K3 Pre-K4 K 1 2 3 (4) (5) (6) (7) (8) (9) (10) 11 12 Maximum Enrollment: 575

Year 3: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) Maximum Enrollment: 875

Year 4: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) Maximum Enrollment: 1000

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH HOSPITAL Was preparer paid? Yes
XNo Lf Denton

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

This could affect the enrollment of our district.

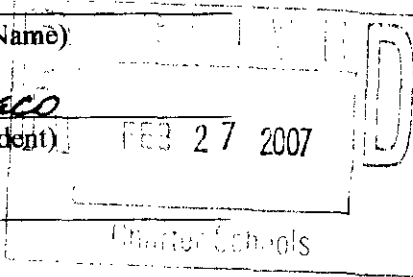
Aubrey (District/Charter School Name) 061907 (County-District Identification Number)

415 Tisdell Aubrey TX 76227 (District/Charter School Address)

James A Monaco (Print Superintendent's Name) Rusty Bland (Print Board President's Name)

[Signature] (Signature of Superintendent) [Signature] (Signature of Board President)

2/4/07 (Date) (940) 365-2721 (Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity indicated on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location of the proposed charter school is provided below. This form must be provided to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, information pertaining to any *impact on enrollment that may impair a district's ability to comply with a court order*, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Harmony Science Academy - Denton

Check the appropriate response below:

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

The proposed twelfth generation open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:

(Describe the impact in the space below and/or attach any supporting documentation.)

This could effect the enrollment of our school.

Aubrey ISD
(District/Charter School Name)

061-907
(County-District Identification Number)

415 Jisdell Aubrey TX 76227
(District/Charter School Address)

James A. Monaco
(Print Superintendent's Name)

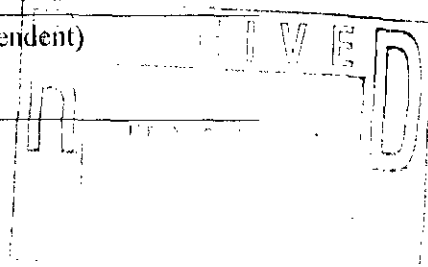
Rusty Bland
(Print Board President's Name)

[Signature]
(Signature of Superintendent)

[Signature]
(Signature of Board President)

2/21/07
(Date)

(940) 365-2721
(Phone Number)





UPLIFT EDUCATION

Statement of Impact
AMENDMENT

Peak Academy
Charter School

057838
County-District #

The charter school above plans to submit the following amendment or amendments to its open-enrollment charter for consideration by the commissioner of education:

- 1. Expand grade levels served
Currently approved grade levels: _____ Requested change: _____
- 2. Increase maximum enrollment
Currently approved maximum enrollment: _____ Requested change: _____
- 3. Add a campus
Proposed a new address, if available: _____ If the campus address has not yet been secured, the school districts within the currently approved geographic boundary are listed here: _____
- 4. Expand geographic boundary
The proposed new school districts/area to include are listed here: _____

District Staff: Check the appropriate response below:

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

The proposed change for the open-enrollment charter school **is** expected to impact the school district in the following manner: (Attach any supporting statement and/or documentation.) *This could effect our enrollment.*

Aubrey ISD
District Name

061907
County-District #

415 Tisdell Aubrey TX 76227
District Address

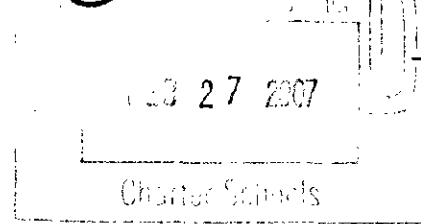
(940) 365-2721
Phone Number

Rusty Bland
Signature of Board President

Rusty Bland
Printed Name

James Monaco
Signature of Superintendent

James A Monaco
Printed Name



2/2/07
Date Received by District



UPLIFT EDUCATION

**Statement of Impact
AMENDMENT**

The North Hills School
Charter School

057803
County-District #

The charter school above plans to submit the following amendment or amendments to its open-enrollment charter for consideration by the commissioner of education:

- 1. Expand grade levels served
Currently approved grade levels: Requested change:
- 2. Increase maximum enrollment
Currently approved maximum enrollment: 1400 Requested change: 1900
- 3. Add a campus
Proposed a new address, if available: 1100 Roosevelt, Arlington, TX If the campus address has not yet been secured, the school districts within the currently approved geographic boundary are listed here:
- 4. Expand geographic boundary
The proposed new school districts/area to include are listed here:

District Staff: Check the appropriate response below:

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

The proposed change for the open-enrollment charter school **is** expected to impact the school district in the following manner: *(Attach any supporting statement and/or documentation.) This could affect the enrollment of our school.*

Aubrey ISD
District Name
415 Tisdell Aubrey, TX 76227
District Address

061-907
County-District #
(940) 365-2721
Phone Number

Rusty Bland
Signature of Board President

Rusty Bland
Printed Name

James Monaco
Signature of Superintendent

James A. Monaco
Printed Name

2/2/07
Date Received by District

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

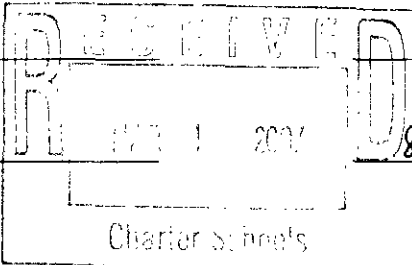
Carroll ISD (District/Charter School Name) 220-919 (County-District Identification Number)

3051 Dove Rd., Grapevine, Tx 76051 (District/Charter School Address)

David J. Faltyz
(Print Superintendent's Name)

Erin Shoupp
(Print Board President's Name)

[Signature]
(Signature of Superintendent)



[Signature]
(Signature of Board President)

2-23-07
(Date)

817.949.8216
(Phone Number)

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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

McKinney ISD
(District/Charter School Name)

043-907
(County-District Identification Number)

#1 Duvall St McKinney TX 75069
(District/Charter School Address)

Thomas J. Crowe
(Print Superintendent's Name)

Wade Johnson
(Print Board President's Name)

Thomas J. Crowe
(Signature of Superintendent)

Wade Johnson
(Signature of Board President)

2-1-07
(Date)

469-742-4070
(Phone Number)

Application Coversheet *(Please type)*

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmy Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University. Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmy Lou Cockrell Contact E-mail: jimmylou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

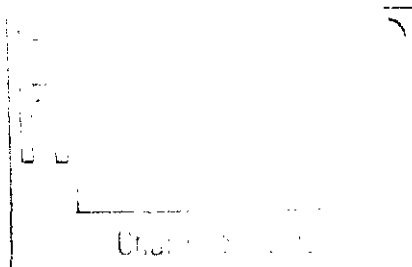
By Year 3, at least one grade in which the state accountability tests are administered must be offered.

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5)(6)(7)(8)(9) 10 11 12 **Maximum Enrollment:** 250

Year 2: Pre-K3 Pre-K4 K 1 2 3 (4)(5)(6)(7)(8)(9)(10) 11 12 **Maximum Enrollment:** 575

Year 3: Pre-K3 Pre-K4 (K)(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12) **Maximum Enrollment:** 875

Year 4: Pre-K3 Pre-K4 (K)(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12) **Maximum Enrollment:** 1000

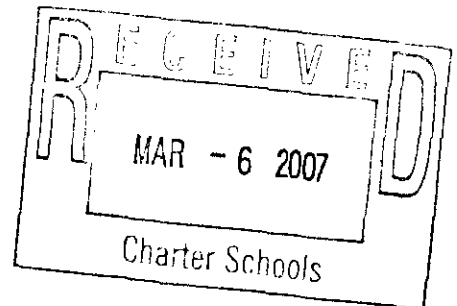


I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH Hospital Was preparer paid? Yes
XNo of Denton



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school may submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

There is no real way of knowing @ this time until exact location is determined.

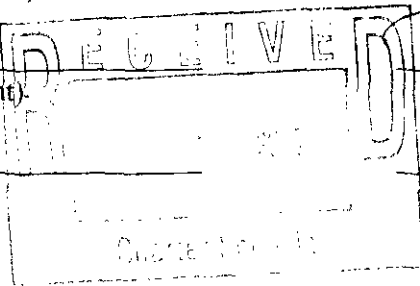
Farmersville ISD 043904
(District/Charter School Name) (County-District Identification Number)

501A Hwy 78-N Farmersville, TX 75442
(District/Charter School Address)

Jeff Adams Pete Vamvakas III
(Print Superintendent's Name) (Print Board President's Name)

Jeff Adams *Pete Vamvakas III*
(Signature of Superintendent) (Signature of Board President)

2/26/07 2/26/07
(Date) (Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

GAINESVILLE ISD
(District/Charter School Name)

049901
(County-District Identification Number)

800 S. MORRIS ST. GAINESVILLE, TX. 76240
(District/Charter School Address)

CHARLES LUKE
(Print Superintendent's Name)

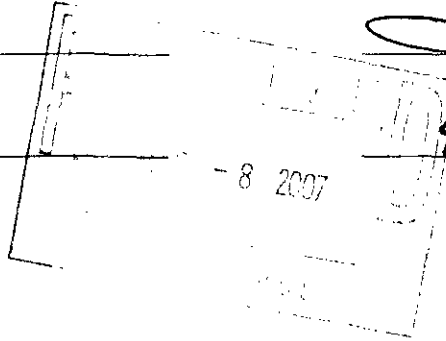
Lisa Bellows
(Print Board President's Name)


(Signature of Superintendent)


(Signature of Board President)

3/5/07
(Date)

940 736 3996
(Phone Number)



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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmie Lou Cockrell 01-17-2007 Jimmie Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH Hospital Was preparer paid? Yes
XNo of Denton

December 6, 2006

NorthPointe Academy
2026 W. University Drive
Denton, Texas 76201

Dear Superintendent and Board President:

This letter is to inform you that **NorthPointe Academy** intends to submit an application to the State Board of Education (SBOE) for an open-enrollment charter school. The SBOE's guidelines require that applicants send the enclosed *Statement of Impact* form and a copy of the completed *Application Coversheet* to each district and open-enrollment charter school that may be affected by the proposed charter school. Your district or charter school is receiving this information because the proposed charter school's designated geographic boundary (or transfer boundary) overlaps with your district's or charter school's boundary. The proposed charter school's designated geographic boundary will include the following districts and charter schools:

Allen ISD	Eagle Mountain Saginaw ISD	Pilot Pointe ISD
Alvord ISD	Era ISD	Plano ISD
Anna ISD	Farmersville ISD	Ponder ISD
Argyle ISD	Flower Mound ISD	Prosper ISD
Aubrey ISD	Frisco ISD	Richardson ISD
Azle ISD	Gainsville ISD	Rockwell ISD
Birdville ISD	Grapevine Colleyville ISD	Sanger ISD
Boyd ISD	Gunter ISD	Sherman ISD
Bridgeport ISD	Hurst-Euless-Bedford ISD	Slidell ISD
Callisburg ISD	Keller ISD	Tiago ISD
Carroll ISD	Krum ISD	Universal Academy -
Carrolton- Farmers Branch	Lake Dallas ISD	Flower Mound
Celina ISD	Lewisville ISD	Winfrey Academy- Grapevine
Chico ISD	Lindsay ISD	Winfre Academy- Lewisville
Collinsville ISD	Little Elm ISD	Winfrey Academy - Richardson
Coppell ISD	McKinney ISD	Wylie ISD
Denison ISD	Melissa ISD	
Denton ISD	Muenster ISD	
Dccatur ISD	Northwest ISD	
	Paradise ISD	

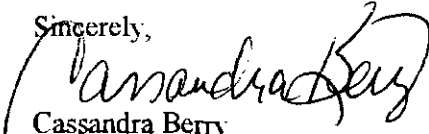
The attached *Statement of Impact* form provides a district or charter school with an opportunity to inform the SBOE of whether the proposed charter school may adversely impact it financially or in some other respect. The form also allows a district to notify the SBOE of whether the proposed school may negatively affect its student enrollment in a manner that would impair its ability to comply with a court order. ~~Completed forms may~~ be returned to:

Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

Forms must be received by no later than ~~August 14, 2007~~ for the information to be considered by the SBOE.

If you have questions about the process for approval of open-enrollment charter schools, please contact the Division of Charter Schools at (512) 463-9575 or visit <http://www.tea.state.tx.us/charter>. If you would like a complete application for the open-enrollment charter school, please contact **Jimmye Lou Cockrell** at 940-320-8143.

Sincerely,



Cassandra Berry
CEO NorthPointe Academy

Enclosures: *Statement of Impact form*
Application Coversheet

Application Coversheet *(Please type)*

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University. Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmye Lou Cockrell Contact E-mail: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	<u>250</u>
Year 2:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	<u>575</u>
Year 3:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	<u>875</u>
Year 4:	Pre-K3	Pre-K4	K	1	2	3	4	5	6	7	8	9	10	11	12	Maximum Enrollment:	<u>1000</u>

**Statement of Impact
Thirteenth Generation Charter Application**

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Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:


- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

Rockwall I.S.D. 199-901
(District/Charter School Name) (County-District Identification Number)

1050 Williams Street, Rockwall, Texas 75087
(District/Charter School Address)

Gene Burton
(Print Superintendent's Name)

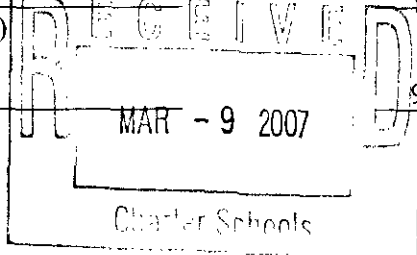
Brad Lamberth
(Print Board President's Name)


(Signature of Superintendent)


(Signature of Board President)

2-19-07
(Date)

972-771-0605
(Phone Number)



**Statement of Impact
Thirteenth Generation Charter Application**

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Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

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(Describe the impact in the space below and/or attach any supporting documentation.)

Please see cover letter

Pilot Point ISD
(District/Charter School Name)

061903
(County-District Identification Number)

829 South Harrison
(District/Charter School Address)

Cloyce L Purcell
(Print Superintendent's Name)

Allen Ray
(Print Board President's Name)

Cloyce L Purcell
(Signature of Superintendent)

Allen Ray
(Signature of Board President)

4/9/07
(Date)

940.686.5221
(Phone Number)

Charter School

Application Coversheet (Please type)

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

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CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University, Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmye Lou Cockrell Contact E-mail: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5)(6)(7)(8)(9) 10 11 12 Maximum Enrollment: 250

Year 2: Pre-K3 Pre-K4 K 1 2 3 (4)(5)(6)(7)(8)(9)(10) 11 12 Maximum Enrollment: 575

Year 3: Pre-K3 Pre-K4 (K)(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12) Maximum Enrollment: 875

Year 4: Pre-K3 Pre-K4 (K)(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12) Maximum Enrollment: 1000

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmye Lou Cockrell 01-17-2007 Jimmye Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH Hospital Was preparer paid? Yes
XNo of Denton

RECEIVED
APR 13 2007

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

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(Describe the impact in the space below and/or attach any supporting documentation.)

Birdville Independent School District

(District/Charter School Name)

220-902

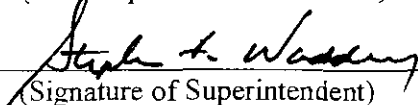
(County-District Identification Number)

6125 E Belknap, Haltom City, TX 76117

(District/Charter School Address)

Stephen F. Waddell

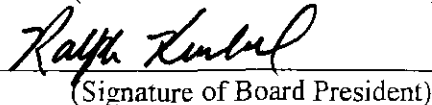
(Print Superintendent's Name)


(Signature of Superintendent)

(Date)

Ralph Kunkel

(Print Board President's Name)


(Signature of Board President)

817-547-5700

(Phone Number)

Application Coversheet *(Please type)*

Legends Academy

NorthPointe Academy

Name of Proposed Charter School

Name of Sponsoring Entity

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

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

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

Chairperson of Governing Body of Sponsoring Entity: Cassandra Berry

CEO of Sponsoring Entity: Cassandra Berry

CEO/Superintendent of Proposed Charter School: Jimmye Lou Cockrell

Representative Who Attended an Applicant Conference: Cassandra Berry Date of Conference: 12-01-06

Applicant Mailing Address: 2026 W. University. Denton, Texas 76021

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

Same as above

Number of Campuses Being Requested : 2

Physical Address of Each Proposed Campus:

Denton, Texas

Frisco, Texas

Property has not yet been determined

Contact Name: Jimmye Lou Cockrell Contact E-mail: jimmyelou.cockrell@ubhdenton.com

Contact Phone #: 940-320-8143 Contact Fax #: 940-320-8141

Circle Grade Levels to be served and state maximum enrollment for each year:

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

Year 1: Pre-K3 Pre-K4 K 1 2 3 4 (5) (6) (7) (8) (9) 10 11 12 **Maximum Enrollment:** 250

Year 2: Pre-K3 Pre-K4 K 1 2 3 (4) (5) (6) (7) (8) (9) (10) 11 12 **Maximum Enrollment:** 575

Year 3: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 875

Year 4: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) **Maximum Enrollment:** 1000

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

Cassandra Berry 01-17-2007 Cassandra Berry
(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Jimmie Lou Cockrell 01-17-2007 Jimmie Lou Cockrell
(BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? UBH HOSPITAL Was preparer paid? Yes
XNo of Denton

**Statement of Impact
Thirteenth Generation Charter Application**

Purpose of this form: The sponsoring entity identified on the cover letter is submitting an application to the State Board of Education (SBOE) for approval to operate an open-enrollment charter school. The name and location, if known, of the proposed charter school are provided below. This form must be sent to all districts and open-enrollment charter schools likely to be affected by the proposed open-enrollment charter school. Specifically, the SBOE has directed applicants to send this form to each district and open-enrollment charter school whose boundary overlaps with the designated geographic boundary or transfer boundary of the proposed charter school. A district or open-enrollment charter school **may** submit this form to provide the SBOE with information relating to any financial difficulty that a loss in enrollment may have on the district or open-enrollment charter school, any negative impact on enrollment that may impair a district's ability to comply with a court order, and any other information that a district or open-enrollment charter school wishes to share with the SBOE. For more information about the proposed charter, please contact the sponsoring entity.

Instructions: Please submit the completed form to TEA at the address provided on the cover letter by no later than **August 14, 2007**.

Note: See Texas Education Code §12.106 for information about state funding.

Name of Proposed Charter School: Legends Academy

Physical Address or General Location of Proposed Charter School: Denton, Texas, Frisco, Texas

Check the appropriate response below:

- The proposed open-enrollment charter school **is not** expected to adversely impact the district or open-enrollment charter school to a significant degree.
- The proposed open-enrollment charter school **is** expected to impact the district or open-enrollment charter school in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

Hurst-Ewless-Bedford ISD
(District/Charter School Name)

220-916
(County-District Identification Number)

1849 A Central Drive Bedford Tx 76022
(District/Charter School Address)

Greene Buinger
(Print Superintendent's Name)

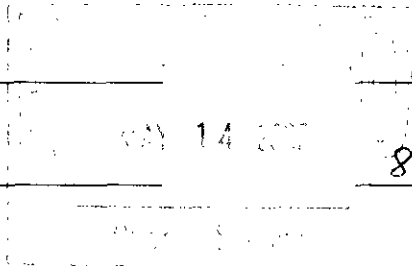
Faye Beaulieu
(Print Board President's Name)

Greene Buinger
(Signature of Superintendent)

Faye Beaulieu
(Signature of Board President)

5/8/07
(Date)

817 283-4461
(Phone Number)



**CONTRACT FOR
OPEN-ENROLLMENT CHARTER SCHOOL**

This contract is executed between the Texas State Board of Education (the "Board") and **NorthPointe Academy** ("Charter Holder") to operate, **Legends Academy** a Thirteenth Generation open-enrollment charter school.

General

Definitions. As used in this contract: "Charter" means the Thirteenth Generation open-enrollment charter as provided by, Chapter 12 Subchapter D, Texas Education Code, and granted by this contract.

"Charter Holder" means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

"Charter School" means the Thirteenth Generation open-enrollment charter school. Charter School is part of the public school system of Texas and is a "charter school" within the meaning of 20 U.S.C. § 8066.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.

The Charter. This contract grants to Charter Holder a Thirteenth Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application (RFA) 701-06-021 (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; and (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d).

Term of Charter. The charter shall be in effect from the date of execution through July 31, 2013 unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period determined by the Commissioner.

Revision by Agreement. The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

Students

Open Enrollment. Admission and enrollment shall be open to any person who resides within the geographic boundary stated in the charter application and who is eligible for admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application.

Non-religious Instruction and Affiliation. Charter School shall not conduct religious instruction. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.

Children with Disabilities. A charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws.

Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, and G of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

Financial Management

Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

Governance and Operations

Indemnification. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with any acts of Charter Holder, its agents, employees, and subcontractors in performance of this contract.

This Agreement

Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are superseded by this contract.

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.

Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA 701-06-021; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

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.

Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

Governing Law. In any suit arising under this contract, Texas law shall apply.

Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Thirteenth Generation open-enrollment charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its charter school(s) may modify this contract, as of the effective date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101(a), Texas Education Code. Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 9th day of April, 2008

Texas State Board of Education:

NorthPointe Academy:

[Signature]
Don McLeroy, Chair 4/25/08
Date

[Signature]
Cassandra Berry, Chair 4/9/08
Date

[Signature]
Jimmye Lou Cockrell, Chief Operating Officer 4-9-08
Date

APR 18 2008