

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

Application Coversheet

Operation Celebration dba Leadership Prep School Leadership Prep School  
**Proposed Fifteenth Generation Charter School Name** Leadership Prep 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.)

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

Chairperson of Governing Body of Sponsoring Entity: Stacy Alton

CEO of Sponsoring Entity: Stacy Alton

CEO Superintendent of Proposed Charter School: To be determined

Representative Who Attended an Applicant Conference: Stacy Alton Date of Conference: 12/16/2009

Applicant Mailing Address (This address will be used for contact regarding this application.):  
8500 Teel Parkway, Frisco, TX 75034

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

Number of Campuses Being Requested: One (1)

Physical Address of Each Proposed Campus (Please include street address, city, state, zip, and county):  
8500 Teel Parkway, Frisco, TX 75034

Contact Name: Stacy Alton Contact E-mail Address: [REDACTED]

Contact Phone #: 214-918-5891 Contact Fax #: \_\_\_\_\_

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

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

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

Year 2: Maximum Enrollment 300  
 Pre-K3  Pre-K4  K  1  2  3  4  5  6  7  8  9  10  11  12

Year 3: Maximum Enrollment 350  
 Pre-K3  Pre-K4  K  1  2  3  4  5  6  7  8  9  10  11  12

Year 4: Maximum Enrollment 400  
 Pre-K3  Pre-K4  K  1  2  3  4  5  6  7  8  9  10  11  12

Year 5: Maximum Enrollment 450  
 Pre-K3  Pre-K4  K  1  2  3  4  5  6  7  8  9  10  11  12

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify that no members of the governing body of the sponsoring entity or of the proposed charter school 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.

Stacy Alton 01/25/2010 Stacy Alton  
 (BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity Date Printed Name

Stacy Alton 01/25/2010 Stacy Alton  
 (BLUE INK) Signature of Application Preparer Date Printed Name

With what company is the application preparer associated? Operation Celebration dba Leadership Prep School

Was preparer paid?  Yes  No

701-09-120-017

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JAS 529-10  
 RFA 701-09-120

# Leadership Prep School Contingencies

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## Grades Served --

To confirm the information in the charter application for Leadership Prep School concerning grades served: LPS will open with grades K-4 in the fall of 2011. After that, we intend to add one grade each year until we are a K-12 school.

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## Leadership Prep School Contingencies

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### Maximum Enrollment –

To clarify the information in the charter application for Leadership Prep School concerning maximum enrollment: LPS will have a maximum enrollment of 650 students K-12.

## Leadership Prep School Contingencies

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### Number of Campuses --

The information in the charter application for Leadership Prep School concerning number of campuses is correct. LPS will have one campus located at 8500 Teel Parkway, Frisco, TX 75034.



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# Applicant Checklist

Leadership Prep School

Operation Celebration dba Leadership Prep School

**Proposed Fifteenth Generation Charter School Name**

**Name of Sponsoring Entity**

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

## Application

- Attended Applicant Conference: Date: 12-16-2009 Board Member Who Attended: Stacy Alton
- Application Coversheet
- Table of Contents
- Applicant Checklist (*this document*)

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

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

## Attachments A - Q

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

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

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

Stacy Alton

Stacy Alton

**Name of Application Preparer (Typed)**

**Name of CEO of Sponsoring Entity (Typed)**

Stacy Alton 2/24/10  
Signature of Application Preparer Date

Stacy Alton 2/24/10  
Signature of CEO of Sponsoring Entity Date

## 1. Statement of Need

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

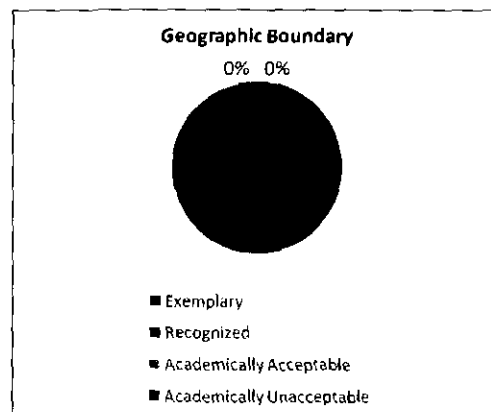
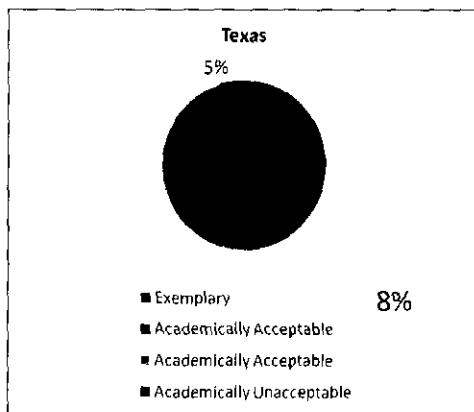
Throughout the nation, educators agree that our educational system is in a state of disarray from the early years through the 12<sup>th</sup> grade. Most schools battle resource constraints while facing ongoing pressures of improving test scores, raising graduation rates, reducing discipline issues, lowering truancy rates, and involving parents and the community. These are some of the concerns, but the biggest challenge we perceive schools face today is trying to keep pace with the constantly evolving demands of how to prepare students to succeed in the 21<sup>st</sup> century.

Public schools are being held accountable but often do not hold themselves responsible. We believe when responsibility is generated from within, from the students and community (including parents), there is a greater probability of being successful.

The sponsoring entity of LPS, the proposed charter school, believes school success isn't just about curriculum nor is it just about increasing technology budgets and grants. It's about rethinking the long-held paradigm about which basic skills and knowledge are essential. Key skills that businesses and educators have identified as vital to the 21<sup>st</sup> century and beyond are: leadership, accountability, adaptability, initiative, cross-cultural skills, responsibility, problem solving, communication, creativity and teamwork. Bill Hammond, CEO of the Texas Association of Business, said in the Texas Tribune on 01/13/2010, "*The current education system will not allow Texas to remain globally competitive. If Texans were unflinchingly honest about how our students are truly performing, we would be able to fully address the scope of the issue.*" LPS believes we will have a positive impact on our students that will create a lasting global impact as they graduate and eventually enter the market place.

### State/Geo-Boundary Comparison

A review of the 2009 state scores report shows that 8% of Texas public school districts are rated as exemplary; our geographic boundary has 0%. Texas has 6% of charter districts rated as academically unacceptable; our geographic boundary has 15%. Within our geographic boundary, there are three or fewer districts achieving 8 of the 13 Gold Performance categories.



Clearly there is a need academically within our geographic boundary that we believe our proposed charter school will meet.

There are 40 high schools, 53 middle schools, and 180 elementary schools in our geographic boundary. Of the 172 elementary schools that received ratings, 123 were rated as exemplary (71%). Of the middle schools, 12 of the 52 were rated as exemplary (24%), and 7 of the 28 high schools rated were exemplary (21%). A pattern emerges when the data is reviewed: the number of exemplary schools decreases with the campus level. With these types of results, our children will not be prepared to compete on a global platform.

<b>HS</b>	<b>40</b>	<b>7</b>	<b>17</b>	<b>9</b>	<b>1</b>	<b>6</b>
<b>MS</b>	<b>53</b>	<b>12</b>	<b>23</b>	<b>15</b>	<b>1</b>	<b>1</b>
<b>ES</b>	<b>180</b>	<b>123</b>	<b>36</b>	<b>13</b>	<b>0</b>	<b>8</b>

There are 13 charter school districts currently serving students within our defined geographic boundary, serving various combinations of K-12 depending upon the campus. 15% of these charter school districts are academically unacceptable, 9% higher than the state average. This indicates a definite need for quality education and the need for more choices for the community and parents of the Frisco area.

According to the National Center for Policy Analysis (NCPA), in the Jan 25, 2010 issue, *“Parents are demanding more public charter schools according to an annual survey conducted by the Center for Education Reform. While the demand grew by 21 percent over the last year, there aren’t enough charters to meet the demand...”*

The members of the sponsoring entity feel with the above evidence in place, the proposed charter school is needed to support 21<sup>st</sup> century educational goals, and to prepare our students for the global marketplace. An emphasis on leadership excellence in every area of our educational experience will foster exemplary academics and students ready and prepared to take on the global market. This will provide a choice for families that cannot afford expensive private schools, but desire a greater input into their children’s education. The members of LPS believe Frisco is the best choice for a new charter school. With a rapidly growing population and a reputation for quality, Frisco will enable the school to thrive and bring in creative and innovative ideas to enhance the quality of Texas education.

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

According to the legislature passed in 1995 for creating charter schools (Education code Sec.12.001 PURPOSES OF CHARTER), the purposes of a charter are to:

1. Improve student learning
2. Increase the choice of learning opportunities within the public school system
3. Create professional opportunities that will attract new teachers to the public school system
4. Establish a new form of accountability for public schools
5. Encourage different and innovative learning methods

The sponsoring entity of LPS believes that these goals align with our desire to improve the quality of education in Frisco, Texas. By creating a unique niche and offering a new choice to the parents, we can impact teachers and students for the better. Together we can prepare students to be successful in school, in the marketplace, in the community and in every facet of their lives.

To enable the students, parents and staff to fully benefit from the charter school model, we will incorporate the PLACE philosophy. This acronym stands for Parent Partnership, Leadership Development, Academics, Creativity, and Excellence. Below, we will show how this philosophy supports the five purposes of a charter school.

## **Parent Partnership**

Parents are the primary educators of their children, and LPS will utilize a program to increase parental engagement. This partnership is designed to provide parents with the skills to be model leaders in the home and the community, serving as encouragers and leadership role models for their children. Providing parents with the choice between a geographically assigned public school and a public charter school can improve the quality of Texas education. Traditionally, school districts have not been held accountable for their failures and shortcomings. These failures have led to undesirable test scores, distrust from parents toward public education, diminished student attitudes toward learning, and lower graduation rates for post secondary degrees. Due to the fact that parents will choose to enroll their children in our charter school, they will have a sense of ownership that will increase their accountability and involvement. This will lead to greater engagement and success for their children. LPS will also foster partnerships with businesses, industries, institutions of higher learning, and civic and government leaders to design and implement programs which link schooling with the demands of the global market to prepare our students for 21<sup>st</sup> century demands. This fulfills several of the purposes of a charter school.

## **Leadership Development**

One of our primary learning innovations will focus on leadership development. LPS will develop leaders who think through every decision they act on so they can execute to the best of their

ability in a very competitive 21<sup>st</sup> century environment. We will establish leadership training and character building through the Leadership Studies Curriculum. Students who attend Leadership Prep School will develop an awareness of their own leadership potential; develop essential leadership skills that enable them to act responsibly in all aspects of their lives; become citizens who possess the leadership abilities to meet present and future challenges in a global society; and learn and practice essential leadership skills within a learning community.

In recognition of the important role that effective leadership skills play in providing today's students an advantage in tomorrow's competitive world, the Leadership Studies Curriculum will prepare students for their individual and group leadership responsibilities. The Leadership Studies Curriculum identifies important processes, skills, and opportunities that promote leadership in all students at all grade levels. The program is unique in that it was not written as an add-on curriculum. The Leadership Studies Curriculum is designed to develop leadership skills while teaching core curricular areas in alignment with the TEKS. Students will understand and model traits such as responsibility, courage, reliability, self-reliance, vision, tolerance, and initiative. We believe that as students learn and acquire these skills, they will become self-actualized and independent learners, accepting responsibility for setting and attaining goals. This curriculum is designed to promote awareness in all students of their potential for leadership at many levels – at home, at school, in the workplace, and in local, state, and national communities. The curriculum is sub-divided into grade clusters for the purpose of developing student leadership expectations: K-2, 3-5, and grades 6-8. The standards were actually developed in a horizontal format, with a clear progression of continuity and increasing complexity through the elementary grades.

The Leadership Studies Curriculum does not prescribe any particular method for developing the student leadership expectations identified in this document. A great deal of flexibility has been provided for individual teachers who implement this curriculum, which is the reason why LPS will focus on hiring and attracting high quality teachers who will be held to high expectations of excellence. We will partner with institutions of higher learning to locate highly qualified teachers as well as to continue their professional development. We believe that our unique approach and atmosphere will attract great teachers to the public school system that might otherwise have entered the private school arena.

LPS will also include a strong character component, and effective peer leadership and decision-making are imperatives for students and staff. This goes beyond the monthly focus of a character trait identified by character education. Students will have to demonstrate the traits of good citizens, as well as the skills that help exert leadership in the classroom, the school, and the community. This we believe is a key component that is missing in our traditional public education system.

## **Academics**

A strong academic program is the cornerstone of the school—to equip our students for high performance in reading, writing, computing, higher order thinking, creating—as interrelated to leading. It is our intent to raise student achievement by implementing an innovative curriculum

## Leadership Prep School Contingencies

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### Vision of the School –

The information in the charter application for Leadership Prep School concerning the vision of the school regarding the traits of good citizens and leadership skills on page 8 should be supplemented by adding: “Examples of these traits and skills would include punctuality, self-control, responsibility, dependability and initiative. Students can demonstrate these traits and skills by attending school regularly, being timely in their assignments, being kind to others, being a good teammate in group situations, and in many other ways. Overall, how they conduct themselves should show respect for themselves and the school.”



that encourages students, staff, and parents to acquire and implement ways of learning and demonstrating proficiency through traditional assessment means and through community-based, real-life, experiential activities. Charter schools must live up to a higher standard than traditional public schools by setting specific academic goals for their students. We will hold our children to a higher or more individualized standard of performance. LPS will be a gold performance school with higher than 30% of our students attaining commended performance on the state performance exam. Those students who fail science or math on the TAKS will have mandatory tutoring. To facilitate high student achievement, teachers will work together to ensure vertical and horizontal alignment of the curriculum. Teachers will have time to plan together, to share knowledge and best practices, as well as to develop relationships that will foster a positive working environment.

## **Creativity**

Since we have greater flexibility compared to the traditional public school, we will attract pioneering educators who are willing to try new educational approaches. Where proven effective, new teaching methods can then be implemented, tested and modified to meet the needs of our students. Our students will be encouraged to create solutions, to think for themselves and to generate new ideas. Progress and invention can only be made by those who go beyond what is known or expected. If we want our country to be globally competitive, then we must allow our students to supersede us and our knowledge. LPS will not just be a place to memorize the answers and repeat them for the test; students will learn non-linear thinking (in addition to linear reasoning) in order to prepare them for the rapidly changing circumstances of an increasingly complex world. We will encourage the dreams and innovations of our students.

## **Excellence (The Standard)**

The expertise of the faculty and staff are typically underutilized in the traditional public school districts. Too often, educators feel their voices are drowned out by the constant political battles raging in administrative offices. Charter schools, and hence LPS, can provide a great avenue where teachers can buy into the system and build the system as they see fit based off the standard of excellence in all areas of education. This flexibility to be creative and innovative is exactly what is needed to reform our public education system in Texas. In addition to staff excellence, our parents and students will be expected to embrace this standard. Excellence is not perfection. It is giving one's best at all times for a greater good and purpose; it is going beyond previous limits. Together, the family of LPS will do just that.

## **2. Vision of the School**

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

In establishing Leadership Prep School (LPS), five cornerstones were developed to summarize our vision. The acronym PLACE will be used to communicate that vision:

Parent Partnership

*REVISED DURING CONTINGENCY PROCESS.*

Leadership Development

*SEE INSERT.*

Academics

Creativity

Excellence

We believe that parents are the chief educators of their children. As such, they need to be actively involved in their child's school experience. Strong partnerships between the parents and the school would foster clear and consistent communication, which will create a united approach to each child's success. Parents would be expected to attend training seminars, observe their child in the classroom and serve the school in some capacity. By creating these bonds, parents will be empowered, the school will be strengthened and the students will be successful.

The culture of LPS will circle around leadership. By incorporating an adaptation of the Leadership Studies curriculum of Leadership Preparatory Academy of Atlanta, Georgia [approved, starts Fall 2010], students will be taught to make choices that are intentional and thoughtful. They will be taught that every decision they make has consequences for themselves and others. As they learn to lead themselves, they will embrace the idea that they can leave a lasting impression on the world around them by accepting leadership opportunities in their professions, their organizations, their communities and their world.

LPS will be a school where learning is transformational. Teachers will be empowered to utilize best teaching practices and to embrace creativity in their rooms. Therefore, students will be exposed to a variety of learning experiences using diverse teaching methods. Small groups, field trips, hands-on activities, guest speakers, and one-on-one instruction are just some of the possibilities for how instruction might be delivered. Regardless, students will be engaged not only by the material but also by the methods in which it is presented. Individual student needs will be taken into account so that each child's success can be maximized. For those students with special needs (ELL/ESL, learning disabilities, etc.), we will have an Individualized Education Plan (IEP). The goal is to equip each child for the future so every child, regardless of ability, will be valued and given maximal opportunities to learn.

Our curriculum will be set to the Texas Essential Knowledge and Skills (TEKS), and all resources will support these standards. Various types of assessments will be utilized to evaluate student learning including, but not limited to, informal questioning, written tests, projects, and standardized tests. Writing will be an essential component of our instructional model as we believe that it is a needed skill and beneficial leadership tool.

Teachers will be encouraged to bring their unique experience and ideas to the classrooms. Because their rooms will be filled with diverse learners, they will be empowered to utilize different teaching modalities and methods. However, creativity will not be utilized simply for

## Leadership Prep School Contingencies

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### Vision of the School –

The information in the charter application for Leadership Prep School concerning the vision of the school regarding parent partnership on page 10 should be revised to read: “Parents will be offered training seminars and opportunities to observe their child in the classroom and to serve the school in some capacity.”

## Leadership Prep School Contingencies

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### Vision of the School –

The information in the charter application for Leadership Prep School concerning the vision of the school regarding Leadership Preparatory Academy on page 10 should be supplemented by adding: “LPS became aware of this Georgia charter school and its leadership curriculum through one of our consultants who adapted the curriculum to the TAKS and STAAR. An introductory phone call has been made to LPA but no real relationship has been formed at this point. LPS would value the opportunity to form a connection so that we can learn from each other.”

creativity's sake, but in order to increase student engagement and learning. Therefore, we will operate under a databased decision making model.

LPS will be a school of excellence. Everyone involved should be changed for the better because of his or her association with the school. Faculty and staff will be held to a high standard of excellence and will adopt the vision of the school into everything they do. Students will be held to a high level academically, and will also be expected to demonstrate appropriate, positive behavior. These expectations will be clearly communicated to the students, parents, and staff. LPS will not tolerate disruptive or chaotic behavior that detracts from the learning experience. As our students learn to lead themselves, we believe that they will become the standard rather than simply conforming to one.

The mission of LPS is to inspire all students to embrace a lifelong love of learning which will enable them to become leaders in the global market through challenging, engaging and diverse learning experiences in partnership with our parents and community.

The vision of LPS is to partner with parents while offering rigorous academics and leadership development with creativity and excellence.

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

The motivation for founding LPS is the belief that there is no greater calling or societal need than quality education for today's youth. The charter school movement is all about offering opportunities for choice in education. Those in education understand that each student learns in different ways and at different rates; that is why diverse methods and strategies are used. The same is true regarding atmosphere. Certain environments can offer greater probabilities for success for certain students. LPS will offer a creative atmosphere that encourages leadership development, personal responsibility and accountability that should increase the lifelong success of our students.

LPS would be founded on the principle that understanding leadership is the keystone to success. Through curriculum and example, students in every grade would be taught how to exercise self-leadership. Instead of accepting or offering excuses for mediocrity, they would learn to accept responsibility, and become disciplined and intentional in their actions. LPS believes that until a person can lead himself, he cannot lead others. As the students learn to lead themselves, they would also be given occasions to lead others, and encouraged to initiate solutions rather than waiting for one. Understanding how to work as a team and direct a team is a vital skill for lifelong success.

Not only will the students benefit from this leadership culture, but also the parents and staff. Parents are the primary educators of their children, but many are ill equipped for the job because of personal life history and experiences or because they are simply uninformed. Children do not come with a manual, and many parents can become overwhelmed. Therefore,

our school will offer training on issues faced by our parents. Seminars might include child rearing, Internet safety, personal finances, discipline, study strategies, etc. We will focus on these parent partnerships to enhance the future success of the entire family as well as the child's educational success. LPS will partner with the parents of the students through a volunteer organization called Parents As Partners (PAP). PAP is an arm of the school to partner with the parents in special initiatives that benefit the students. *PAP exists to serve the children of the school.* The school calls on PAPs when the school needs some extra help to benefit the students of the school. PAPs participate in volunteer initiatives by the school like Book Fair, Field Day, Teacher Appreciation Week, Fundraisers, etc. This school/parent organization is an additional partnership to help shape students for the 21<sup>st</sup> Century.

Furthermore, the staff will receive professional development that will enable them to exercise greater leadership in their classrooms and the school as a whole. The old adage that two heads are better than one can easily be applied in this instance. Distributed leadership can make the entire school more efficient, more responsive and therefore more successful.

LPS will establish this leadership culture while incorporating strong academics in a college preparatory format. Our students will be expected to achieve at the highest levels, think outside the box, and demonstrate sound character. We believe that this is what will set us apart.

### 3. Community Support

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

Leadership Prep School is excited about partnering with the city of Frisco to help enhance our community. Frisco, Texas has had explosive growth in the last ten years. Not only has our population increased, but our role as a leader in our country has grown. Frisco has excellent schools from kindergarten to the college level. Leadership Prep School is thrilled to join the educators of Frisco where we will add to the leadership of our community by graduating people of strong character, who know how to lead themselves and in turn will become future leaders of our community and our country.

Frisco is the perfect place for Leadership Prep School to flourish because we share the common goal of excellence. Just as Frisco ISD and Collin County Community College work toward educating the minds of our children and young people, Leadership Prep School can be woven into this atmosphere as an extension of its greatness. We welcome the opportunity to join with FISD and the surrounding communities in reaching our children.

Leadership Prep School has partnered with a local church, Celebration Covenant Church, as the proposed location. Celebration Covenant Church can provide excellent classroom space and opportunities to learn. CCC will have a newly constructed building presently under construction to open in the summer of 2011, in addition to its current facilities. This

# Leadership Prep School Contingencies

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## Community Support

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The information in the charter application for Leadership Prep School concerning community support to provide details of the partnership with the city of Frisco on page 12 should state: “LPS had made initial contact with various organizations and associations within the city of Frisco. These include, but are not limited to:

City of Frisco Parks and Recreation department – potentially provide opportunities for extracurricular activities, field trips, and enrichment opportunities.

Public Art Board - potentially provide opportunities for extracurricular activities, field trips, and enrichment opportunities.

City of Frisco sports associations including Frisco Baseball & Softball Assoc., Frisco Football League, Frisco Soccer Assoc., Miracle League of Frisco, and Frisco Aquatics – potentially provide athletic opportunities for students grades K-6.

Frisco YMCA – potentially provide opportunities for sports programs offered to grades K-6 and for LPS to possibly be a location for a YMCA after-school care program.

Frisco Family Services – potentially provide services to LPS families in need. This organization provides food assistance from their food pantry; emergency services including rent assistance, utilities, etc.; special programs such as back to school services, summer programs, etc.; and adult education.

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# Leadership Prep School Contingencies

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## Community Support

The information in the charter application for Leadership Prep School concerning community support to describe the partnership with Celebration Covenant Church (DBA as Elevate Life Church) on page 12 should state: "LPS is entering into a lease arrangement with Celebration Covenant Church and has received a letter of intent from CCC (see attachment R) to offer the facilities to house the school."

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# Leadership Prep School Contingencies

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## Community Support

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The information in the charter application for Leadership Prep School concerning community support to provide details on the community groups established for the purpose of completing the application on page 13 should read: "The taskforce was made up of three teams. Each of those three teams had designated responsibilities including Design and Writing, Community Support and Public Relations, and Business and Building."

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# Leadership Prep School Contingencies

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## Community Support

APPROVED DURING CONTINGENCY PROCESS

The information in the charter application for Leadership Prep School concerning community support to list the “various fields of expertise” on page 13 should read: “The Design and Writing team consisted of: two elementary educators, two special education teachers/administrators, and two secondary educators, along with two task force directors. The Community Support team consisted of individuals within the insurance industry, advertising, and computer consulting. The Business and Building team consisted of: charter school consultants, an attorney, and an individual with corporate business experience.”

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# Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

## Community Support

The information in the charter application for Leadership Prep School concerning community support to list the professionals and businesses that were recruited to assist with budgeting and financial planning on page 13 should read: "The business professionals recruited included charter school consultants Bracy Wilson and Dr. Tom Wilson, attorney Robert Schulman, attorney Joe Hoffer and task force director David Stroud."

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organization's vision runs concurrently with LPS. CCC is serving and giving back to the community.

Mayor Maso, State Representative Ken Paxton, and Senator Florence Shapiro already see the potential behind Leadership Prep School and stand willing to support us as a charter school. Over 100 businesses have already pledged their support for Leadership Prep School as well as over 1,000 people from our community.

We have the support of our community and our community leaders. We have partnered with an organization that has committed to the lease of their building to house the school when awarded the charter. We have a curriculum, a plan, and a vision already set in motion. We are ready to serve the community of Frisco and the surrounding areas by offering an excellent educational choice for public schooling.

***b) Provide information on the manner in which community groups have been involved and will continue to be involved in the charter school planning process. Include the type of community groups and the type of services they will provide.***

The sponsoring entity established at taskforce in order to complete the charter school application. Various teams were established using individuals from various fields of expertise in order to help in the process. Business professionals were recruited to help with the budgeting and financial planning. We recruited educators with experience in public schools and charter schools to help us establish a comprehensive educational plan. These educators had expertise across many grade levels, and in special education and administration. Parents were also included in order to provide their perspective on the need for and the desires from a charter school. In the future, we will continue to seek the expertise of these various types of individuals to obtain diverse viewpoints, opinions and backgrounds.

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

See Attachment A

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

There were 24 community members present at the public hearing.

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

See Attachment B

#### 4. Student Goals

- a) Other than the indicators of the state accountability rating and accreditation systems, outline and discuss specific measurable student goals in each of the following areas:*
- Student progress over time;*
  - Student engagement (i.e., attendance, continuous enrollment in school); and*
  - Readiness for postsecondary success.*
- b) Describe methods used to measure success toward each goal.*
- c) Describe the ways in which the school and community members will work together to ensure continuous academic growth for all students.*

- a) **Academic Goal #1:** To create a school environment that promotes exemplary academic performance.
- b) **Methods to measure success toward each goal:** Progress will be charted annually using classroom grades to measure TEKS mastery. Formative measures will include benchmarks and unit tests that will inform instruction regarding individual student mastery of the TEKS. Summative measures will include TAKS/STAAR for grade appropriate students, and TPRI, DRA, and criterion-based writing and math assessments for non-TAKS/STAAR grades.
- c) **How the Goal Supports Student Learning:** A quality school environment is heavily dependent on the following variables: qualified administrative, instructional, and support staff; appropriate and diverse learning resources; data from student assessments; quality curriculum; and parent and community support. Student performance objectives convey how well these variables are performing in concert.

1.1 To equal or surpass state standards in all core curriculum areas as described on the AEIS report	TEA School Report Card
1.2 To improve % subgroups at commended levels	TAKS/STAAR

1.3 To compare TAKS/STAAR mastery at required grade level core subjects (e.g. 3rd grade Reading and Math, etc.) with teacher and/or software documentation of TEKS mastery	TAKS/STAAR, Unit Tests, Teacher Grades
1.4 To increase the charter school's TAKS/STAAR passing rate to 96% in all tested areas by the end of year 3	TAKS/STAAR
1.5 To increase the charter school's subgroup TAKS/STAAR passing rate to 92% in all tested areas by year 3	TAKS, TAKS-Acc., TAKS-M, TAKS-Alt, LAT, TELPAS (or comparable tests)

- a) **Academic Goal #2:** To ensure that all Leadership Prep School students leave high school prepared for college and career success in the 21st century economy.
- b) **Methods to measure success toward each goal:** Formative measures include monitoring lesson plans and student work to ensure the objective is addressed by the instructional staff. Summative measures include the number of students participating in the ACT/SAT tests and by tracking students who enter institutions of higher learning.
- c) **How the Goal Supports Student Learning:** Creating a community of learners that supports multidisciplinary learning and the use of technology and media is essential for the 21st century economy. Learning through experience is the most powerful teaching method. Students must be able to manipulate data, conduct research, and apply learning across disciplines to flourish as adults.

2.1 To create learning communities based on collaborative instruction, active pedagogies, or group projects and assignments	Lesson Plans Student Work SAT/ACT Scores
2.2 To promote greater instructor-student and student-student interaction, both in the classroom and through the use of multimedia enhancements to the learning environment	Lesson Plans Student Work SAT/ACT Scores

## Leadership Prep School Contingencies

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### Student Goals –

The information in the charter application for Leadership Prep School concerning tracking students who enter institutions of higher learning as a measure of student preparation for college success on page 15 should be revised to read: “Summative measures include the number of students participating in the ACT/SAT tests and the number of students being accepted to institutions of higher learning (this will be ascertained by student notification and will not violate FERPA).”

2.3 To introduce leadership concepts and methods in age appropriate ways at all grade levels	Lesson Plans Student Work Leadership Teams
2.4 To encourage multidisciplinary learning that engages students in complex problems drawing on multiple fields	Lesson Plans Student work SAT/ACT Scores
2.5 To develop research competencies utilizing the transferable inquiry and critical thinking skills necessary for their future	Lesson Plans Student Work SAT/ACT Scores

- a) **Attendance: Goal #3:** To ensure that all Leadership Prep School students meet Texas Education Code Compulsory School Attendance requirements and have an attendance average above 95%, with a less than 1% drop-out rate.
- b) **Methods to measure success towards each goal:** Leadership Prep School PEIMS clerk will use the system to track student attendance, generating the required reports delineating attendance averages. PEIMS records will also track student enrollment and graduation rates. Administrators will follow up the reports with actions fulfilling Texas state requirements and encouraging attendance.
- c) **How the goals support student learning:** Best practices link student achievement to time spent in quality instructional settings. Consistent attendance is critical to student learning. Graduation is also essential to student success. Keeping students in school through graduation is a prerequisite to either college admissions or the workforce.

3.1 Less than 1% of students suspended or expelled from school	School reports
3.2 Less than 5% of students receiving referrals to administrator	School reports
3.3 Parents attending Back to School Night at 95%	Sign-in sheets
<del>3.4 Parents completing partnership requirements at 95%</del>	<del>Parent partnership forms</del>
3.5 Correspondence requiring parent signature returned within 2 school days at 90%	Letters and correspondence



## Leadership Prep School Contingencies

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### Student Goals –

The information in the charter application for Leadership Prep School concerning the Attendance Goal on page 16 should have specific actions to encourage attendance as follows: “LPS will encourage attendance by using a variety of methods. Students will be taught about the intrinsic rewards of being consistent, but extrinsic rewards will also be used. For instance, certificates will be awarded to students with outstanding attendance records. Other reward programs could be instituted including a homework pass for those with perfect attendance during a grading period, a class party for those classes with perfect attendance during a grading period, or perhaps jean day on Friday for those with perfect attendance that week. By varying the reward if it is small or offering a highly valued reward, students should stay motivated to attend school.”

## Leadership Prep School Contingencies

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### Student Goals –

The information in the charter application for Leadership Prep School concerning Performance Objective 3.4 on page 16 reading, “Parents completing partnership requirements at 95%” should be deleted along with its measurement method.

## 5. Educational Plan

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

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

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

Leadership Prep School will be based on the philosophy that students must be engaged in their own learning. In the younger grades (K-2), LPS will focus on establishing a love of learning and a foundation for academic and social growth. In grades 3-6, students will be exposed to real-world needs and applications to enrich their educational experiences. In grades 7-8, we will begin the transition of control to the students so they can begin to set goals, hold themselves accountable and taste success from self-motivation. Adolescents and young adults require monitoring and accountability in learning to become responsible adults, so we will carefully monitor this transition. During high school, students will be empowered to expand their personal capacities and build community networks that will take them through graduation and into their next steps.

Throughout this process, LPS will offer rigorous academics with the expectation that all students will go on to college. The educational program will follow the appropriate state and national standards, incorporating the TEKS at each grade level.

Grades K-5: The early grades of school are critical. This is the time when children learn to read - or don't learn to read. If they don't master reading and basic arithmetic, success in the grades above is vastly harder for them and their schools.

To encourage a child's natural development, the kindergarten program is a "readiness curriculum". Through extensive use of learning centers and multi-sensory instruction, the curriculum emphasizes listening skills and social skills.

Grades one through three will use a wide range of curriculum, including an integrated language arts program with a strong emphasis on phonics, literature and language skills.

Students in the elementary school are taught in self-contained classrooms in grades K through

# Leadership Prep School Contingencies

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*APPROVED DURING CONTINGENCY PROCESS*

## Other

The information in the charter application for Leadership Prep School in regards to confirming the understanding of any shift in focus from traditional instructional methods: “LPS understands that any course offered through distance learning technologies, such as, but not limited to, satellite, internet, two-way video conferencing, and instructional television, will comply with 19 Texas Administrative Code (TAC)§74.23 and that any shift in focus from traditional instructional methods to use of technology to deliver instruction will require approval of a Substantive Charter Amendment request by the Commissioner of Education.

four with some skill groupings in grades five.

All groups of students in the earliest grades will progress on the TEKS standards in the core curriculum areas of language arts, math, science, social studies, fine arts, physical education/health, and technology.

What is taught, what is expected and what is tested will be studied, debated, implemented, and periodically reviewed. Problems will be found and addressed early. This includes the physical and social problems that can prevent children from being ready to learn in school. Our school will measure the chronic absenteeism that can interfere with learning, and move quickly to use strategies that have been shown to work. All efforts will be made to reduce the retention rates and guard against social promotion.

Different children learn in different ways and at different rates. Some need more time; some need extra help; some need different approaches. These early grades are the best time to provide quality extra help and time. Helping a second-grader in reading is much easier than working with a 10th-grader who is behind.

An example of how the TEKS will be incorporated into a first grade classroom: the teacher will assess the students' understanding of geometric figures based on the TEKS expectation that students can describe and identify three-dimensional figures; based on the findings, the teacher will provide any needed instruction and then reassess the goal.

Grades 6-8: All middle school students will progress on the TEKS standards in the core curriculum areas of language arts, math, science, social studies, fine arts, physical education/health, and technology.

As one of the primary goals for the middle grades is to prepare students for high school, the TAKS/STAAR results for our middle school students will measure if our students are ready. The percentage of students meeting state standards should increase in every core academic area. There will not be gaps among groups of students in meeting state standards. Scores will be reported in ways that allow every group and every performance level to be spotlighted.

An example of how the TEKS will be incorporated into a sixth grade English class: the teacher will assess the students' ability to summarize the elements of plot development in keeping with the TEKS standard; based on the finding, the teacher will provide any needed instruction and then reassess the goal.

Grades 9-12: High school is a journey with a destination - graduation with a solid education that prepares students for the next phases of their lives. Without a diploma, there is now little prospect of having the life that most people want. It is sometimes said among marketplace leaders that an associate's degree is the new high school diploma. LPS will specifically work to counter that trend by offering rigorous and relevant academics. We will motivate graduates to matriculate in institutions of higher education by effectively preparing them in advance.

For those students in high school who need the kinds of diagnoses and intervention used now in earlier grades, helping them may take expertise, more time, flexible schedules, different methods, alternative settings, creative use of technology, and high expectations. LPS is committed to each student's success and will partner with the parents to ensure that every student progresses as they are able.

All required courses will be either taught at the school, accessed through telecommunications,

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning strategies that reduce absenteeism on page 18 should be supplemented by adding: “Reasons for missing school vary widely so diverse strategies will need to be implemented in order to reduce absenteeism. Most students miss school for sickness at some point. Ways to counter this as much as possible are to teach proper health and hygiene at school as well as keeping the parents informed about the latest health precautions. LPS can also ensure that the school is a clean, healthy environment for the students. In addition, the effective recording and reporting of school attendance is imperative so it can be communicated to the parents and trends can be identified. Parents and students should be reminded of the importance of regular school attendance and the impact missing school can have on a student’s success. Lastly, students need to feel safe and secure at school so LPS will foster a caring and nurturing environment where parents and the school collaborate to reduce bullying and to create an atmosphere where everyone is valued.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning the statement “There will not be gaps among groups of students in meeting state standards.” on page 18 should be supplemented by: “LPS will strive to ensure that all students are meeting the appropriate state standards regardless of gender, ethnicity, socio-economic background, etc. LPS will not accept lower expectations for certain groups. Students in special education should show improvement from year to year according to their IEPs.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning 19 Texas Administrative Code Chapter 74 on page 18 should be added to read: “LPS will offer and teach all courses required in 19 Texas Administrative Code Chapter 74. This includes English language arts, mathematics, science, various social studies and other enrichment subjects like physical education, fine arts and technology. A complete listing can be found at <http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html>.”





taken by correspondence, provided through concurrent credit by a community college or university when appropriate, or available for course credit through a board approved test.

An example of how the TEKS will be incorporated into a high school biology class: the teacher will assess the students' ability to distinguish between scientific hypotheses and scientific theories in accordance with the TEKS standard; based on the finding, the teacher will provide any needed instruction and then reassess the goal.

Benchmark tests in the required TAKS testing subjects at each grade level will be administered twice yearly: (1) at the end of the first six weeks, and (2) at the beginning of the second semester. Classroom instruction, with academic rigor, will focus on the areas revealed as weak by the benchmarks. For students failing the benchmark tests, tutoring before or after the regular school day will be required.

## Special Populations

 Special Education: Modification Plans as described in the student's IEP (ARD document) will be provided to each basic education teacher. These modifications may include such strategies as oral tests, use of a calculator, highlighted texts, instruction at a different grade level, etc. Student progress will be monitored by a certified special education teacher and reported to parents at each reporting period. It will be the primary responsibility of the school to provide appropriate services as determined by the ARD in the initial and/or annual review that will be documented in the student's Eligibility Folder.

 Bilingual/ESL: Modification Plans will also be developed for Limited English Proficiency speakers. The LPAC committee will recommend modifications based upon proficiency levels indicated through testing and progress. Since the primary objective of any LEP program is to assist students in acquisition of English, it will be the primary responsibility of the school to provide appropriate services as determined by the LPAC in the annual review and documented in the student's permanent record folder. Appropriate services may include content provided through sheltered instructional approaches by trained teachers, after-school enrichment services, participation in ESL programs, peer tutoring, and special assistance provided through locally determined programs. Student progress will be monitored by a certified BIESL teacher and reported to parents at each reporting period.

The following elements will be included in our instructional program:

Continuous planning with teacher involvement. LPS will use a study team of teachers and school leaders to focus on using data to understand students' deficiencies and on employing proven practices to close achievement gaps. They will study what other schools have done to develop effective programs. Student achievement data will provide the measures in order to make needed changes.

Working together to bridge communication gaps. Teachers across grade levels will work together to ease transitions, to establish consistent goals and standards, and to ensure academic continuity.

High expectations for students who are performing below grade level. Successful schools set high standards, upgrade the curriculum and expect all students to perform at least at grade-level. These schools have found that struggling students will never meet grade-level standards unless they are taught to those standards, given challenging assignments and

## Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

### Educational Plan --

The information in the charter application for Leadership Prep School concerning the placements of special education students on page 19 should be supplemented by adding: “The placements of special education students will not be predetermined, but rather LPS will offer a full continuum of special education services based on the needs of the students enrolled (referred to on page 30 also). When the NCLB “Child-Find” process identifies a student who may require Special Education, an ARD meeting will be conducted. The determinations from the ARD meeting will guide the decisions to accommodate services provided to all students.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning special education teachers on page 19 should be supplemented by adding: “All special education teachers will be certified (as seen on page 30 also).”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning bilingual/ESL education on page 19 should be supplemented by adding: “LPS will abide by all state laws regarding bilingual/ESL students and will offer bilingual classes in accordance with Texas Education Code, Chapter 29 as required (referred to on page 32 also).”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning bilingual/ESL teachers on page 19 should be supplemented by adding: “All bilingual/ESL teachers will be certified (as seen on page 32 also).”

expected to perform at that level. Our charter school will help students do higher-level work and offer extra help if they are not meeting grade-level standards.

Beyond drill sheets - engaging students in challenging and meaningful assignments. Successful schools have learned that students' assignments must be challenging, meaningful and engaging. Such assignments require more teacher planning and greater use of real world problems and lessons that teach academic knowledge and skills. Our charter school will provide project-based activities that depict real world activities that extend beyond conceptual learning and provide concept application and real learning.

Extra help and extra time to meet high standards. Teachers at effective schools make it known that they believe students can do high-level work; students at these schools believe their teachers will be available to help them meet high standards. LPS will use dedicated teachers who will provide extra-time and extra-help programs that will assist students in mastering the content and standards formerly reserved for the "best" students. This help will most often occur in out-of-school time.

Telling students and the community the truth. We must tell parents the truth about the level of effort the school and the students will have to make to get students to meet at least grade-level standards. It is important to emphasize with parents the necessity for students to be better prepared to meet higher standards in high school. LPS will help parents understand their role in getting students to meet higher standards. Our parents will be willing for their children to spend additional time at school as needed to catch up.

## Laboratory and Field Investigations

LPS students in middle and high school science classes will engage in meaningful and relevant laboratory/field experiences that will compose 40% of the class. Teachers will be required to offer at least one lab or field-based encounter for every unit of study. Laboratory facilities will offer opportunities to utilize current tools and procedures so our students will be prepared for the transition to college. LPS will also partner with colleges or businesses that could offer opportunities that we might not have available.

## Physical Education

It is important for students to learn to appreciate, to care for and to value their bodies. In a nation whose health is deteriorating yearly, we must teach students to be proactive about their own health. Therefore, LPS will comply with all state or national standards for physical education.

Students in K-5 will have 30 minutes of physical activity per day through recess or a physical education class. LPS has a playground facility for recess, and an indoor 'gym' in case of inclement weather or for PE class. Students in grades 6-12 will be offered physical education classes, as well as athletic pursuits that may fulfill the requirement as governed by law. PE classes will occur in the 'gym' facility, while the setting for athletics may vary.

In addition to physical activity, LPS will actively teach students proper hygiene and other health safeguards in addition to curricular requirements for health class.

## Fine Arts and Technology

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning the location of the science laboratory facility on page 20 should be supplemented by adding: “Students in elementary school will conduct lab activities in their own classrooms. By the time LPS opens to middle school students, an actual science lab will be dedicated to the purposes of laboratory investigations.”

LPS believes in the meaningful and relevant integration of technology. Students must be prepared for the workplace of tomorrow.

Elementary classrooms will have computer stations where students can learn things such as basic computer skills, typing and how to conduct electronic research.

Secondary students will be offered classes in computer skills and programming. They will be encouraged to utilize technology in completing alternative assessments, conducting research and finding alternative instructional tutorials.

LPS will also offer classes or experiences in music and the arts to our elementary students. Whatever we cannot provide as part of the curriculum, we will search for alternative sources for that instruction. For example, if a parent desires for their child to take piano classes, we will work with them to facilitate that need. In the secondary grades, LPS will offer various classes in choir, drama, speech and band.

***b) Describe how the teaching methods to be used will provide a rigorous and relevant academic program and state the reasons for choosing them, explaining how the methods enhance student learning and promote high expectations for all students. Include information about materials, strategies, techniques, and procedures to be used to meet the needs of the student population, including students with disabilities and those requiring BE/ESL services, and clearly state the number of instructional hours per day that will be afforded to students.***

LPS will utilize a variety of teaching methods that will be based on peer-reviewed research to the maximum extent appropriate. Because students will come with different levels of ability and experience, teachers will be empowered to select methods that are appropriate for the students' needs and the material being taught. There are many methods that will be considered including but not limited to: direct instruction, Marzano's six-step vocabulary process, project-based learning, inquiry-based learning, manipulative or hands-on learning, balanced literacy, whole language, interactive technological experiences, cooperative learning, information processing strategies, and SIOP for English language learners. The primary criteria for selecting a method will center on the needs of the students, and the effectiveness of the chosen method will be carefully assessed for any necessary re-teaching or elaboration. For students with special needs, assistive technology and appropriate modifications/accommodations will be utilized as found in their IEPs.

The school will use state-approved curricular materials. In addition, LPS will adapt the Leadership Studies Curriculum from Leadership Preparatory Academy of Atlanta, Georgia to align with the TEKS. This leadership curriculum will be integrated across grade levels and subjects.

The school day will incorporate six hours of instruction per day.



# Leadership Prep School Contingencies

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## Educational Plan

APPROVED DURING CONTINGENCY PROCESS

The information in the charter application of Leadership Prep School concerning the reasons for choosing teaching methods on page 21 should be supplemented by adding: "Teachers will choose teaching methods based on the needs of their current students and will strive to incorporate all of the learning modalities (auditory, visual and kinesthetic) to maximize opportunities for learning because all students are different. Teachers will also consider any special needs that students may have whether they are information reception issues, information processing issues or information output issues when preparing for lessons. Therefore, students with disabilities or language barriers will still receive a rigorous and relevant academic education in a format suited to them. For example, an elementary teacher beginning an English lesson should clearly communicate the objectives to the students. At the end of the lesson, the teacher should return to these objectives so the students can verify that they have been met. (This correlates to the Sheltered Instruction Observation Protocol [SIOP] that has been shown to be effective with ELL students.) During the lesson, the teacher could utilize Marzano's six-step vocabulary instruction. In this approach, the teacher begins by explaining the new words, not simply giving the definitions. Students will then explain the new words in their own words and create a visual representation of the words. Students would participate in activities to deepen their knowledge of the new words (maybe charades). This then takes the auditory process to the visual and perhaps kinesthetic arenas. Students would discuss the new words and then play games to review the new vocabulary. This type of multi-faceted approach will benefit all students including those with disabilities and language barriers. By empowering the classroom teacher to select the teaching methods best suited to their student population, every student will receive a rigorous and relevant academic program."

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning the statement “For students with special needs, assistive technology and appropriate modifications/accommodations will be utilized as found in their IEPs.” on page 21 should be revised to read: “A full continuum of special education services will be offered as well.”

## Leadership Prep School Contingencies

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### Instructional Hours –

The information in the charter application for Leadership Prep School concerning instructional hours per day on page 21 is correct. “The school day will incorporate six hours of instruction per day.”

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

LPS's strategic planning team, consisting of school leadership and selected teachers, parents, and community members, will evaluate assessment methods and programs to ensure that selected assessments are being used effectively and are the best and most current available. Our initial plan is to develop IEP's for every incoming Kindergartner to allow teachers to develop differentiated curriculum based on students' needs. K, 1, and 2 teachers will administer TPRI and DRA screeners a minimum of 2 times each year. LPS will develop baseline standards according to TEKS and current state expectations. Second grade and above will take either district assessments or MAP tests to measure achievement based on state and national norms. Third grade students and above will take all state mandated assessments, currently TAKS. Secondary students will take EXIT exams, PSAT, SAT, and ACT assessments as well as final exams. These results along with teacher created assessments will drive instruction and help raise our students' levels of achievement.

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

Research on child development and learning clearly shows that children's experiences in the first years of life profoundly affect their ability to succeed in school. Although Leadership Prep School will not initially have a Pre-K program, we understand that a smooth transition into grade school is a vital part of early childhood education. This transition requires coordination between school and home. LPS will have an orientation meeting for Kindergarten students and their guardians the week before school is scheduled to open. The Kindergarten students and guardians will tour the facilities. The student will also have the opportunity to explore the classroom and meet his/her teacher. The evening will be relaxed, and the student and guardian(s) may ask the teacher questions. A simple handout of the first day protocol and schedule will be provided.

The first phase to a successful transition is at school. Leadership Prep School will provide a nurturing and loving environment, while providing excellence in academics, leadership, social growth and development. Students who are admitted and enrolled into the charter school will undergo an assessment of academic and social abilities. Results of these assessments will enable classroom teachers to individualize developmentally appropriate instruction in all curricular and social areas to foster a positive and effective learning environment, as well as a smooth transition into the grade school setting.

The second phase of transition, the school/home partnership, will be an integral part of Leadership Prep School. Families of students entering into Kindergarten will have the perfect opportunity to strengthen this partnership by working together with administration, teachers and staff to ensure their child's transition into Kindergarten is a smooth one. Parents will be expected to attend school orientation meetings, where student and parent expectations will be

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning the opening of a pre-K program on page 22 should be supplemented by adding: “Although LPS does not intend to offer a pre-K program, we understand that such a program could be offered in the future. In that instance, LPS would have to submit an expansion amendment request and receive the approval of the commissioner of education before the charter could expand in this way.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning communication with parents who miss meetings on page 22 should be supplemented by adding: “Parents who are unable to attend meetings where important information is communicated (like school orientation, parent-teacher conferences, etc.) will still be able to receive the information and materials presented. Various strategies will be used depending on the sensitivity of the timing and information. Some information could be sent home with the students, posted on the website, or available in the office. Other information could be mailed directly to the home.”

explained. Learning ideas to prepare students with alphabetic principals, phonemic awareness, and pre-reading strategies for a smooth academic transition will also be offered.

LPS will provide parents with suggestions to best prepare their child at home before they enter into Kindergarten. Suggestions include:

- Talk to your child about the new routine ***well before*** school starts. The idea is to prepare him/her for the change.
- Begin setting school time bedtimes a week ahead of school, so the child is used to the new schedule of waking up early.
- Talk with your child enthusiastically about school without overdoing or forcing it.
- Acknowledge his/her worries and tell him/her that the teacher is there to help if he/she does not understand or is scared.
- Tour the school before the school year starts to orient him/her.
- On the first day of school, show him/her where things are in the classroom (seat, cubby, etc.).
- If he/she has been in preschool, let him/her know how Kindergarten will be the same or different.
- If he/she has not had school experience, let him/her practice being away from you an hour at a time at a play date or with another adult. Work up to a full school day away. Have him/her try classes that involve participation to help learn rules.
- Reading books about the first day of school can help ease any fears he/she has.
- Buy school supplies together.
- Be happy for your child, and let him/her enjoy experiencing the world of education on his/her own for the first time.

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

LPS will follow all guidelines set up by the Texas Education Agency and the curriculum requirements set forth by §74.63 and §74.64 of the Texas Administrative Code beginning for the 2009-2010 school year and any subsequent requirements added to this section in addition to any other requirements set forth by the Texas Education Agency. LPS will utilize the *Personal Graduation Plan: Detailed Planning Form and Credit Acquisition Plan* as mandated by Senate Bill 1108, passed during the 78th Texas Legislature, Regular Session, (TAC Chapter 74 Subchapter F) in order to develop a plan to prepare each student to meet state graduation requirements by successfully completing four courses in each foundational subject. LPS will take steps to ensure that students with disabilities and those requiring BE/ESL services will be accommodated. The charter school will ensure that all discipline areas are available to students in grades 9-12 to achieve the credits and programs needed to obtain the diplomas for the Minimum Graduation Plan (22 Credits), Recommended High School Program (26 credits), and the Distinguished Achievement Program (26 credits plus advanced measures). The detailed curriculum requirements are available online at: [http://ritter.tea.state.tx.us/curriculum/SBSGradReqs2010\\_2011.pdf](http://ritter.tea.state.tx.us/curriculum/SBSGradReqs2010_2011.pdf).

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application for Leadership Prep School concerning the placements of special education students on page 23 should be supplemented by adding: “The placements of special education students will not be predetermined, but rather LPS will offer a full continuum of special education services based on the needs of the students enrolled (referred to on page 30 also).”



## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning bilingual/ESL education on page 23 should be supplemented by adding: “LPS will abide by all state laws regarding bilingual/ESL students and will offer bilingual classes in accordance with Texas Education Code, Chapter 29 as required (referred to on page 32 also).”

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

LPS believes that each person has a distinct imprint created by the 1% of their DNA that is unique. LPS will strive to help students discover their passions by offering a wide variety of academic and enrichment activities in which to engage students. These activities will offer students a chance to be successful in an area of interest and help them remain motivated about learning. These activities will also help prepare our students for leadership in jobs and areas that are to come in the future. Students' interests and needs will determine each year's activities. Programs such as Future Problem Solving, Future Farmers of America, Future Businessmen of America, Toastmasters, Math Olympiad, UIL competitions, mock elections, and mock trials will be utilized.

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

LPS will promote higher education throughout the students' K-12 experience. Various instructional strategies will be employed to prepare students for college and career. Some of the strategies will apply to specific events/skills, while others will be more general in nature.

Throughout the grade levels, students will engage in cooperative learning so they can master working as part of a team that is essential for career success. They will have multiple opportunities to hone their skills in research, oral and multimedia presentations. Students will also learn to manage their time by chunking assignments and setting smaller goals within the whole.

Once students enter high school, more specific instruction will be provided. Students will write using different essay formats, and practice timed writings to prepare them for the SAT/ACT and other standardized tests. They will practice interview skills, engage in debates and polish their verbal presentations. They will be given opportunities for test prep classes and resume' preparation as well.

These are just a few of the instructional strategies that will be employed to ensure that our students will have a successful transition to college and/or career.

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

Leadership Prep School will maintain a 1:20 overall teacher-to-student ratio in kindergarten and first grade, a 1:25 overall teacher-to-student ratio in grades 2-6, and a 1:30 overall teacher-to-student ratio in grades 7-12. This will enable teachers to provide more personalized attention to individual students, know their strengths and weaknesses, as well as their interests in order to draw them into the challenging content of core classes. This ratio also supports teachers and students building stronger relationships. The sense of trust and connection that comes from those relationships encourages students to feel more comfortable taking risks, to request help, share ideas in development, and explore new topics in collaboration with their peers. These all contribute to students' improved academic performance and personal development.

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning academic and enrichment activities on page 24 should be supplemented by adding: “For instance, UIL academic and fine arts competitions will allow students to display expertise in various areas which can bolster their confidence in themselves. Also, some of these competitions require teamwork which will help students learn to distribute tasks, work with other types of people and problem-solve. Another example could be the use of a Living Museum. In this activity, students research a person of history, write a paper on his/her life, memorize the paper as a speech, prepare a display board, and then present the information in a museum-like format. This kind of activity covers a wide range of skills while helping the students to enjoy the learning process. Other activities that could be offered like Toastmasters and Math Olympiad will hone specific skills like public speaking and math facts.”

## Leadership Prep School Contingencies

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Teacher to Student Ratio

***APPROVED DURING CONTINGENCY PROCESS***

The information in the charter application for Leadership Prep School concerning maximum teacher to student ratios on page 24 should be changed from a 1:20 overall ratio in kindergarten and first grade, a 1:25 overall ratio in grades 2-6, and a 1:30 overall ratio in grades 7-12 to: “a 1:25 ratio in grades K-6, and a 1:30 ratio in grades 7-12.”

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

In addition to the rigorous and rich academic curriculum students will receive and the diverse, research-based instructional methods teachers will employ, Leadership Prep School (LPS) proposes other strategies and techniques to ensure that all students are academically prepared, well-rounded individuals.

## **Student Field Studies**

Students will participate in frequent field studies that expose them to places of cultural and historical significance in the community, colleges and universities, and career/work-related experiences. Examples of field studies could include trips to the Kimble Art Museum, Dallas Museum of Art, Dallas Arboretum, Southern Methodist University, the University of Texas at Dallas, the University of Texas at Arlington; businesses such as Pepsi Co, Hewlett Packard, and JC Penney; the ATT Performing Arts Center, the State Capitol, local, state and federal courts, as well as history and science museums and United States landmarks. All field studies will be incorporated into the curriculum across subjects. The field studies will not only play an important role in the curriculum but also allow students to gain experiences outside the LPS community.

## **Extracurricular Clubs and Athletics**

All LPS students will have the opportunity to be involved in extracurricular clubs and athletics of their choosing. Options for clubs/athletics may include soccer, baseball/softball, volleyball, running and fitness, dance, chess, guitar, student council, martial arts, and computer. The club and athletic activities contribute to the culture of community at the school and enhance learning opportunities for the students.

## **Servant Leader Learning Projects**

Servant Leader Learning Projects, which will be integrated into the curriculum, will give students an opportunity to begin developing a life-long commitment to his or her community. A national study of Learn and Serve America programs suggests that effective service learning programs improve grades, increase attendance in school, and develop students' personal and social responsibility.<sup>6</sup> A growing body of research recognizes service learning as an effective strategy to help students by:

- Promoting learning through active participation in service experiences
- Providing structured time for students to reflect by thinking, discussing and writing about their service experience
- Providing an opportunity for students to use skills and knowledge in real-life situations
- Extending learning beyond the classroom and into the community
- Fostering a sense of caring for others

LPS students will be required to complete service hours each semester; elementary students will complete 4 hours each semester, while secondary students will complete 6. They can fulfill this requirement through a variety of projects.

Examples could include:

- Serving meals to those less fortunate
- Volunteering with any organizations with which they or their families are affiliated (e.g. philanthropic organizations, churches, hospitals, etc.)
- Writing, designing, and distributing an immunization pamphlet prepared with nursing students from the Baylor School of Nursing to distribute to parents of infants, toddlers, and elementary students in the neighborhood
- Organizing and publicizing a neighborhood clean-up day and identifying opportunities to recycle refuse
- Developing a web site for teaching others in the community about food, good nutrition, and the environment

<sup>6</sup>Center for Human Resources, Brandeis University, "National Evaluation of Learn and Serve America," July 1999  
<[http://www.learnandserve.gov/pdf/lisa\\_evaluation.pdf](http://www.learnandserve.gov/pdf/lisa_evaluation.pdf)>.

## **Study and Organizational Skills**

Most schools fall short in the important area of providing instruction in developing study and organizational skills. This includes time management, organizational skills, memory work, note taking, and listening skills—skills that are essential for a student's academic development. These skills help a student understand and retain information, improve research skills, and prepare for tests and exams. The school will employ a curriculum across core academic areas and grade levels to ensure that LPS students are equipped with these skills by the time they graduate.

## **Teacher Commitment to Excellence**

All teachers employed by LPS will be committed to serving with excellence to ensure that all students at the school succeed. This means being available to students and providing tutoring before or after school. It also means being accessible to parents and understanding that parents are an integral part of the education process. This level of commitment is not for every teacher. Therefore, when we recruit teachers, we will look for teachers who not only have content area expertise, but a passion for teaching and making a difference in the lives of all students. They must be willing to serve our students and parents with excellence.

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning service learning requirements on page 26 should be supplemented with the statement: “Students should be creative when thinking about service learning opportunities, and anything that does not result in a benefit to the student (like being paid) can be considered for the service learning requirements. As the students mature, it would be hoped that their service would extend further into the community and become more involved. However, we understand today’s demands and limitations; therefore, to facilitate students who may have issues completing the required hours, LPS will offer opportunities on campus (such as tutoring).”

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

Leadership Prep School will pride itself on its ability to create a positive and effective learning environment where kids will excel. Personal attention and guidance to students can be the key to student success. Here are several elements we will have in place to ensure each and every student's individual needs are met:

- Building relationships with students and families: Parent participation and open communication are an integral part of LPS. Teachers will prepare meaningful and relevant instruction and activities as an avenue for getting to know each of the students. LPS will provide an environment that will empower parents to be a viable part of their child's education through school and community involvement.
- Individualized instruction and differentiated lessons: Diversified instructional strategies, formal and informal assessments, focusing on students' strengths and nurturing weaknesses, as well as one-on-one time to meet students' goals and needs will be used.
- Leadership Curriculum: LPS will incorporate a curriculum that teaches the students how to lead themselves. This leadership curriculum builds problem-solving skills, fosters self-esteem, and encourages the ability to make good choices, all enabling the students to become positive contributors in school, at home and in the community.
- Mentoring program: As LPS grows, we hope to integrate a mentoring/buddy program that will include students in all grade levels.
- Enrichment Programs: As the student population grows, LPS will seek programs meaningful to the students. Possible enrichment programs to interest and intrigue our students may include Problem Solving, Science, Math, Creative Writing, Athletics, Student Council, Project Based Groups, Mock Trials etc.
- Caring and nurturing staff: LPS students and staff will be a family. We will support and encourage one another. Excellence is expected, while a positive environment will be provided and open communication promoted.

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

Leadership Prep School will not offer a separate gifted and talented program. All students are required to participate and succeed in a challenging leadership and college preparatory curriculum that includes numerous enriching activities, as well as opportunities for differentiation within all courses. Individualized instruction will be provided to all students at Leadership Prep School, not just a select few. Information provided by individual students' results on teacher and state assessments will enable instructional staff to pinpoint students' areas of strength and weakness in academic preparation and development. Thus, they will be able to adapt materials and instructional strategies to meet their individual needs. Should a student who is particularly gifted need accelerated work, the school will accommodate the gifted student's need.

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

Students will have the option of participating in extracurricular clubs and athletics. Depending on



# Leadership Prep School Contingencies

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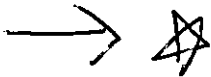
APPROVED DURING CONTINGENCY PROCESS

## Educational Plan –

The information in the charter application of Leadership Prep School concerning all students taking a college preparatory curriculum on page 27 should be revised to read: “Students will be offered a challenging leadership and college preparatory curriculum that includes numerous enriching activities, as well as opportunities for differentiation within all courses. Of course, students with special education needs will have access to a full array of services.”

the interests of parents and students, many possibilities can be explored. Until such time as LPS has the facilities to offer some of these possibilities personally, we will partner with community resources to provide them. Students and parents will be surveyed to identify the specific clubs/athletics of interest. If LPS can provide the option, then faculty and/or parent leaders will be utilized to oversee the activity.

In addition, students will be offered the opportunity to participate in academic competitions and enrichment opportunities, such as Destination Imagination and MATHCOUNTS. Students and parents will also have the opportunity to suggest activities in other areas that might be of interest.



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

LPS believes that strategic alignments with community leaders and business owners will benefit its students and foster leadership development. LPS will invite community leaders and business owners to impart into the students during leadership training. We will also partner with a local college or university for dual credit courses for secondary students. Local instructors for music, art, foreign languages, dance, Tae Kwon Do, etc. will be invited to teach classes both during the school day and/or during our after school extracurricular clubs and athletics programs.

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

LPS will partner with community organizations and businesses to offer activities/opportunities that the school cannot. That may involve athletic pursuits, internships, dual-credit courses, or any number of possibilities that the school will explore in order to offer our students the best total curriculum possible.

Parental partnership with the school is a foundational tenet of our vision. We believe that parents must be involved in their child's education and not just informed. Because of that belief, each parent will be encouraged to:

- Observe their child one hour each semester (parents with multiple children will be able to divide the time between children; i.e. 2 children = 30 minutes per child, 3 children = 20 minutes per child, etc.)
- Attend one of the parent meetings offered each semester
- Earn a total of five points each semester by participating in various opportunities, including but not limited to:
  - Leading a parent meeting, being a lead room parent, completing an additional one hour of classroom observation (worth 4 points each)

## Leadership Prep School Contingencies

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### Educational Plan --

The information in the charter application of Leadership Prep School concerning commencement of enrichment activities discussed on page 28 should be supplemented by adding: “Some enrichment activities will be offered when LPS begins operation, while others will be added over time. Which academic enrichment activities will be offered as LPS opens will be somewhat subject to the abilities and experience of the teachers hired (for instance, MATHCOUNTS and Destination Imagination). However, a variety of opportunities can be expected. LPS will partner with the city of Frisco to offer athletic pursuits when the school opens until such time as the school can support these endeavors on our own (with facilities and staff). Club activities such as science club, chess club, etc. can be offered when LPS opens.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning possible extracurricular activities on page 28 should be supplemented by adding: “Some possible extracurricular activities would be athletics such as football, baseball, basketball, tennis, etc. These athletic activities would be coordinated through the city of Frisco’s existing programs. Other extracurricular activities could be coordinated with other city businesses based on the interests of students and parents. For instance, LPS could partner with music teachers for specialized lessons, dance teachers, martial arts instructors, etc. There are multiple opportunities in the Frisco area for these kinds of partnerships.”

## Leadership Prep School Contingencies

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### Educational Plan –

The information in the charter application of Leadership Prep School concerning the parent partnership point system on page 28 should be supplemented by adding: “Although LPS understands that parents cannot be required to participate in the parent partnership program as a requirement for admission or enrollment, we intend to create such a welcoming atmosphere that parents will feel empowered to play a vital role in their children’s education. Children do not come with an operation manual, and many parents don’t know how to help their child be successful. The purpose of this point system is to provide a guideline to help parents understand activities that can impact their child for the better. Most parents have probably never thought to come observe their child unless there has been a major issue. The point system shows them how important this can be. Those activities that can have a greater impact on the child or require a greater commitment from the parent are worth more points. So the points simply give the parent tangible guidelines on how to participate; they offer a self-check for the parent with no penalty. Parents complete the point system form to be returned at the end of each semester strictly on an honor system; the school will not track the points for the parents. Once LPS receives the point forms from the parents at the end of each semester, they will enable us to evaluate how effectively we have generated the atmosphere of parent partnership which is one of our primary goals.”

# Leadership Prep School Legal Review Corrections

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## *APPROVED DURING CONTINGENCY PROCESS*

### Admissions Policy

The information in the application for Leadership Prep school in regards to requirement of parents to come to meeting, attend school for student observations, attend parent/teacher nights, to volunteer as room mothers, or to chaperone field trips, etc. on pages 22 and 28 should be changed as follows:

P. 22 – “Parents will be expected to attend school orientation meetings...” should be changed to read “Parents will be encouraged to attend school orientation meetings...”

P.28 – “We believe that parents must be involved in their child’s education and not just informed.” Should be changed to read “We believe that parents should be involved in their child’s education and not just informed.”

- Attending one additional parenting class, acting as chairperson for a special event, serving 1½ hours of cafeteria duty (worth 3 points each)
- Chaperoning a field trip, volunteering at school events, helping in the school office (worth 2 points each)
- Attending Fine Arts performances or athletic competitions, returning the Parent Survey/Evaluation form at the end of the school year (worth 1 point each)

Through these commitments, parents will gain insight into how their child learns, build rapport with the faculty/staff, and obtain knowledge/resources that should enable them to be a more effective parent. We believe that as parents take ownership of their child's education and actively participate in that education and the school, the child will become more engaged and successful.

Parents will complete a form recording their involvement and return it to the school office at the end of each semester. Details outlining the commitment will be explicitly explained to the parents and printed in the handbook. The administration will facilitate any questions or challenges.

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

Benchmark tests in the required TAKS testing subjects at each grade level will be administered twice yearly: (1) at the end of the first six weeks, and (2) at the beginning of the second semester. Classroom instruction, with academic rigor, will focus on the areas revealed as weak by the benchmarks. For students failing the benchmark tests, tutoring before or after the regular school day will be required.

At the completion of the school year, LPS's strategic planning team, consisting of school leadership and selected teachers, parents, and community members, will review the past year's performance to assess the effectiveness of the instructional programs and the degree to which the school staff has implemented the planned programs. Deviations from the planned program will be evaluated and addressed to progress the school's effectiveness year after year. Primary consideration will be placed on the student body's progress and on the cost effectiveness of the programs implemented the previous year. The results of this process will determine the agenda for the two-week staff professional development prior to the commencement of the next school year. In this manner, Leadership Prep School will follow one of our guiding and foundational keys of continual improvement, "Assess, Address, Progress."

***p) Discuss whether or not the charter holder will seek annual state accountability ratings through traditional procedures or alternative education accountability (AEA) procedures for the proposed school. If the evaluation plans include using AEA procedures, explain specifically how this school will qualify for at-risk designation and what makes this***

*proposed school a distinct alternative from the traditional school in the independent school districts in the area.*

LPS will seek annual state accountability ratings through traditional procedures by meeting the stated standards for any and all indicators that apply to the school at the time.

## 6. Special Needs Students and Programs

The CEO will sign the required special education assurance statement and will have special education policies and procedures that comply with all federal and state requirements in place upon opening. Upon request, the charter school will electronically submit the board approved policies and procedures through the online Legal Framework website. The special education policy and procedures will be developed using a variety of resources including Region 10 ESC and special education consultants with a documented history of success. The charter school's Board of Directors will ensure that it will comply with all state and federal requirements.

Special Education Certified Instructional Staff (appropriately certified in the State of Texas) will be recruited and employed or contracted to provide services as required by the ARD committee meeting for each special education eligible student. The special education endorsed teacher will be available to develop, participate and implement the IEP. A full array of services with appropriately certified personnel will be available as required by ARD committee decision.

~~Paraprofessionals who have received additional special education training with SBEC certification may be used by the school to carry out responsibilities, supervised by the special education certified teacher. These paraprofessionals may work individually with a student or to provide instruction according to the IEP's of students to work with small groups of students on tasks or in conjunction with lesson plans determined by the special education certified teacher.~~

Related service personnel will be appropriately certified and/or licensed personnel providing related services to special education students such as physical therapy, occupational therapy, speech therapy, music therapy, counseling services or mobility services. They will be recruited and contracted to provide services on an "as-needed" basis as determined by the ARD committee.

Assessment personnel will be appropriately certified and/or licensed to provide assessment and evaluation services to special education students through assessment, scoring, report writing and attendance in ARD meetings. Assessment personnel will be recruited and contracted to provide services on an "as-needed" basis as determined by the ARD committee.

The charter school will provide a full continuum of services for students who are served through special education according to the needs described in the student's ARD document. Services may include the following instructional arrangements:



## Leadership Prep School Contingencies

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### Special Needs Students and Programs –

The information in the charter application for Leadership Prep School concerning paraprofessional SPED training from SBEC on page 30 reading, “Paraprofessionals who have received additional special education training with SBEC certification may be used by the school to carry out responsibilities, supervised by the special education certified teacher” should be deleted.

# Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

## Educational Plan --

The information in the charter application of Leadership Prep School concerning the submission of special education policies and procedures on page 30 should be revised to read: "The charter school will electronically submit the board approved special education policies and procedures through the online Legal Framework website." (deleted 'Upon request')

Mainstream class and/or full inclusion- The general curriculum is addressed for students in this setting with accommodations and/or modifications as determined by the ARD committee. The special education certified teacher monitors student progress and consults with the regular classroom teacher to ensure that academic progress is being made. In the event that progress is deterred, the special education teacher schedules an ARD committee meeting to review the student's program.

Resource class- Students whose educational plan requires modification in the general curriculum are assigned to this class by the ARD committee for specific subject areas requiring specialty services or materials to address the student's handicapping condition. Students receive instruction by the certified special education teacher in this setting for the amount of time established in the ARD meeting.

Content mastery- Students whose handicapping condition indicates a possible need for special assistance in completing assignments from the general education classroom attend the resource class as designated by the ARD committee. This includes administration of an exam orally or with open book, or other modifications that would disturb the learning environment of the regular classroom; it also includes provision of specialty materials or services that allow a special education student to be successful in the general curriculum.

Self-contained classroom- Students whose ARD committee has determined at least 50% of their instructional day be served by special education staff or services receive instruction in the resource classroom for the appointed time of the school day. Additionally, several students may require more structured or one to one management, which is provided in the resource classroom throughout the school day, in all instances, and is considered their least restrictive environment as described by the ARD committee.

An incoming student's IEP will be reviewed within 30 school days. The special education coordinator at the school will contact the previous school and records will be requested. Until records are received a temporary ARD is scheduled and the previous school services are replicated as deemed appropriate by the temporary ARD Committee.

Temporary goals and objectives are determined based on all available data pending receipt of records from the previous school. A review ARD is held within 30 school days, where the most recent FIE is reviewed by the committee and a determination of instructional setting, goals, objectives, and accommodation/modifications is made. If the coordinator receives a FIE that is out of date, or if it is impossible to obtain a copy of the FIE from the previous school within a 30 school day time period, the parent will be notified, consent will be obtained, notice will be provided and the student will be re-evaluated by the school evaluation staff.

## Dyslexia and Other Related Disorders

The charter school's Board of Directors will ensure that procedures for identifying a student with dyslexia or a related disorder and for providing appropriate instructional services to the student are implemented at the charter school.

## Bilingual English as a Second Language

The charter school's Board of Directors will ensure that procedures for identifying a student with limited English Proficiency (LEP) and for providing appropriate instructional services to the student by a state certified ESL teacher are implemented at the charter school.

## 7. Geographic Boundary

### a) Designated geographic boundary

Leadership Prep School (proposed charter school) will accept students from the following list of independent school districts. (Note: Open-enrollment charters are not listed, per instructions).

- Allen ISD
- Denton ISD
- Frisco ISD
- Lewisville ISD
- Little Elm ISD
- McKinney ISD
- Plano ISD
- Prosper ISD

### b) Transfer Policy

Leadership Prep School (proposed charter school) will not admit transfer students at this time.

### c) Statement of Impact Form, Application Coversheet, Cover Letter, and Certified Mail Receipt Cards

The Statement of Impact form, Application Coversheet, and Cover Letter were sent to each school district and open-enrollment charter school serving students from within Leadership Prep School's (proposed charter school) designated geographic boundary.

The certified mail receipts showing each addressee, fees paid, and the date mailed are submitted as **Attachment C**.

## Leadership Prep School Contingencies

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### Geographic Boundaries –

The information in the charter application for Leadership Prep School concerning geographic boundaries on page 32 is correct. LPS will accept students from Allen ISD, Denton ISD, Frisco ISD, Lewisville ISD, Little Elm ISD, McKinney ISD, Plano ISD, and Prosper ISD.

## Leadership Prep School Contingencies

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### Geographic Boundaries –

The information in the charter application for Leadership Prep School concerning geographic boundary transfer policy on page 32 should be supplemented to say “we understand that if LPS wants to include a transfer boundary in the future we will have to submit an expansion amendment request and receive the approval of the commissioner of education before the charter could expand in this way.”

## 8. Admissions and Enrollment Policies

**a) Specify the period (both the beginning and ending dates) during which applications for admission will be accepted TEC, §12.117. requires that a charter school establish a reasonable application deadline for the submission of applications for admission. The application period should not be "year-round" or extend for most of the year.**

Applications for admissions will be accepted beginning March 1 with an end date of May 1.

**b) Describe the procedures to be followed in conducting a lottery when a grade or class is oversubscribed. Under federal law, a charter school must admit students through a random selection process if the number of applications for a grade or class exceeds the number of available spaces. If the number of applications does not exceed the number of available spaces, a lottery is not required.**

If there are more eligible applicants than available spaces in a grade level, then a lottery will be conducted. All applications in the grade level(s) will go into a lottery system. Students whose names are drawn, up to ceiling limits, will be accepted. Those not drawn may be placed on a waiting list to be admitted in the event of a vacancy.

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

The charter school will exempt from the lottery returning students, the siblings of returning students, and/or the children of the school's founders and staff as long as they only comprise a small percentage of the enrollment.

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

If a lottery is required, it will be held between June 1<sup>st</sup> and 15<sup>th</sup>.

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

The waiting list for the charter school will be developed through the lottery process.

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

Applications that are submitted outside of the designated application period will be subject to the lottery process unless there are no other applicants for the available openings. When only one applicant applies for the available opening, then the student may be admitted.

**g) Provide the non-discrimination statement that will be included in the proposed school's admissions policy. TEC, §12.111 (a)(6) requires that a charter school's**

# Leadership Prep School Legal Review Corrections

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*APPROVED DURING CONTINGENCY PROCESS*

## Admissions Policy

The information in the application for Leadership Prep school in regards to page 33 when answering 8.c the statement “and/or the children of the school’s founders and staff” should be changed to “and/or the children of the school’s founders and teachers”.



# Leadership Prep School Legal Review Corrections

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*APPROVED DURING CONTINGENCY PROCESS*

## Admissions Policy

The information in the application for Leadership Prep school in regards to 8.d on page 33 should be replaced with “If a lottery is required, it will be held the first Tuesday in June.”

# Leadership Prep School Legal Review Corrections

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## *APPROVED DURING CONTINGENCY PROCESS*

### Admissions Policy

The information in the application for Leadership Prep school in regards to answering 8.f on page 33 should be replaced with the following:

LPS will accept applications that are submitted outside of the designated application period. If there is a waiting list, applicant's whom apply outside of the designated enrollment period will be placed on the waiting list in order of when the application is received or by lottery process if more than one application is received on any given day. If there is no waiting list and a space is available with only one applicant, the applicant will be admitted. If there is no waiting list and a space is available with multiple applicants, the space will be filled through a lottery process with remaining applicants being placed on a waiting list.

**admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted.**

Leadership Prep School will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend.

**h) If the proposed school will specialize in performing arts, discuss whether applicants will be required to demonstrate artistic ability for admission to the school TEC, §12.111 (a) (6) permits a charter school specializing in performing arts to have an admissions policy that requires a student to demonstrate artistic ability. In addition, TEC, §12.1171 permits a charter school specializing in one or more performing arts to require an applicant to audition for admission to the school.**

**TAC 100.1207 has the administrative rules clarifying the statutory changes that allow a school specializing in performing arts to hold auditions.**

Leadership Prep School will not have a performing arts specialization.

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

Leadership Prep School may exclude students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC Chapter 37, Subchapter A and TEC 12.11 1 (a)(6).

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

A completed application for admission will be legible and have the following information:

Name

Address

•• Telephone number

DOB

Grade level

Current School Name

School Address

Parent/Guardian Name

Parent/Guardian Signature

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

***k) Describe the manner in which the proposed school will enroll students under TEC, §25.002 and 19 TAC § 129.1. What information must an enrolling student provide beyond what is required by TEC, §25. 002? Note that a student may not be precluded from enrolling due to the charter school's failure to receive information required by TEC §25.002.***

Identification will be required within 30 days of a child's enrollment in the charter school, in accordance with the Texas Education Code, §25.002. The charter school will request the following documents:

(1) Documents that are suitable for identification - Shall be defined by the commissioner of education.

(2) The child's records - Include a minimum set of data and documentation established by the commissioner of education. The minimum set of data will include the child's social security number or a state-approved alternative identification number as assigned by the Public Education Information Management System (PEIMS).

However, children shall not be denied enrollment or be removed solely because they fail to meet the record requirements that are described above. Furthermore, students in this country under a bona fide exchange program are eligible to attend the charter school.

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

LPS will not accept transfer students. If however that changes in the future, the school would comply with any and all applicable regulations.

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

## 9. Governance

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

There are currently four members of the Board of Directors of Operation Celebration dba Leadership Prep School (sponsoring entity).

- Stacy Alton, President
- Keith Craft, Vice President

## Leadership Prep School Contingencies

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### Other –

The information in the charter application for Leadership Prep School concerning reporting of transfer students on page 35 should be supplemented to say “we understand that if LPS wants to take transfer students in the future we will have to submit an expansion amendment request and receive the approval of the commissioner of education before the charter could expand in this way.”

- Sheila Craft, Treasurer
- C. David Stroud, Secretary

Notarized biographical affidavits are included as part of **Attachment D**.

Operation Celebration dba Leadership Prep School (sponsoring entity) is in the process of identifying additional leaders in education and the community to serve on the board and anticipates electing additional board members, up to the five allowed in the bylaws, in the near future.

**b) Location of Sponsoring Entity and Board Members**

Operation Celebration dba Leadership Prep School (sponsoring entity) is a Texas non-profit corporation headquartered in Frisco, Texas. All board members reside within 50 miles within the proposed school's designated geographic boundary.

**c) IRS Determination Letter**

The 501(c)(3) determination letter from the IRS is found as **Attachment E**.

**d) Articles of Incorporation**

The articles of incorporation filed with the Texas Secretary of State are submitted as **Attachment F**.

**e) Bylaws of the Sponsoring Entity**

The bylaws for the Board of Directors of Operation Celebration dba Leadership Prep School are included as **Attachment G**.

**f) Date Sponsoring Entity Established**

Operation Celebration dba Leadership Prep School was incorporated on April 10, 2003.

**g) Purpose of Sponsoring Entity**

Operation Celebration dba Leadership Prep School (sponsoring entity) was organized to serve the needs of the community. As part of this vision, we are applying for a charter to establish, operate, and manage the Leadership Prep School, an open enrollment public school in Frisco, Texas under a charter approved by the Texas State Board of Education. As such, Leadership Prep School will:

- Provide education for students in grades kindergarten to twelve;
- Meet the requirements and accountability standards established by the Texas State Board of Education;
- Maintain a regularly enrolled student body, an established curriculum, and a full-time faculty;
- Review, expand, and re-define the educational program, as necessary, to meet the needs of a changing student population; and
- Have the normal functions, operations, programs, and pursuits incidental to a fully recognized and operational non-profit center of learning and education.

**h) Past Activities of the Sponsoring Entity**

Operation Celebration dba Leadership Prep School (sponsoring entity) has raised and distributed funds to individuals suffering financial hardships or other organizations that also meet community needs including but not limited to Frisco Family Services, Hand of Hope, and Hurricane Katrina relief.

**i) Disclosure of Daycare and School Operations**

Operation Celebration dba Leadership Prep School (sponsoring entity) has not operated a private or public daycare or private or public school.

**j) Disclosure of Religious or Faith-based Affiliation**

Operation Celebration dba Leadership Prep School (sponsoring entity) is a religious or faith-based organization. We engage in activities with a religious purpose focusing on benevolence.

**k) Involvement in Any Litigation**

Operation Celebration dba Leadership Prep School (sponsoring entity) is not, and has not been, involved in any litigation.

**l) Disclosure of Sanctions by a State Regulatory Agency**

Operation Celebration dba Leadership Prep School (sponsoring entity) has not been sanctioned by any state regulatory agency.

**m) Initial Incorporators of Sponsoring Entity**

As listed in its certificate of formation, four individuals are the incorporators of the Operation Celebration dba Leadership Prep School (sponsoring entity). They are:

- Keith Craft
- Sheila Craft
- Kim Vilhauer
- Gina Tomaseski

**n) Plans for Recruiting Additional Organizers of the School**

Operation Celebration dba Leadership Prep School (sponsoring entity) is in the process of identifying additional leaders in education and the community to serve on the board and anticipates electing additional board members, up to the five allowed in the bylaws, in the near future.

**o) Methods to Inform Parents, Students, & Employees about Complaint Procedures**

The Board of Directors will adopt policies to notify parents regarding their rights as well as the rights of the students. The notice procedure will inform parents or eligible students that they have the right to:

- inspect and review the student's education records;
- seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

- consent to disclosures of personally identifiable information contained in the student's education records (except to the extent that the Act provides for exceptions); and
- file a complaint concerning alleged failures by the school to comply with state or federal legal requirements.

In addition to notices to parents about their rights through the *Student Handbook*, the school will provide information regarding all procedures for exercising such rights, including:

- the procedure for exercising the right to inspect and review education records;
- the procedure for requesting amendment of records;
- the procedure to file a complaint against the charter school or a staff member employed by the school; and
- the procedure for student complaints regarding the charter school.

Student complaints are to be presented to the child's teacher unless the teacher is identified as the reason for the complaint, at which time the principal would be the initial contact. If the complaint cannot be resolved through an intervention by the staff member addressed, a meeting will be held with the child's parent(s) or guardian to ensure that parents are informed of the complaint. At this time, the parent(s) may submit complaints in writing within ten working days following the appropriate chain of command. The charter school staff must render a decision in writing to the parent(s) within ten working days providing the next contact level available to the parent should s/he disagree with the decision. All complaints may be appealed to the Board of Directors for a hearing. If the Board cannot resolve a complaint, the complainant is referred to the TEA Complaints Division.

The Charter School will develop an employee handbook detailing the rights and responsibilities of all employees including but not limited to grievance procedures, sick leave, health benefits, contracts, seniority, and tenure. Leadership Prep School will establish a hearing committee for the purposes of receiving employee complaints. Additionally, the following grievance procedures will be clearly established and followed:

- all employees will be trained on the grievance process and encouraged to follow it;
- all employees involved in disputes will be subject to due process;
- the board is final step in the grievance process. All decisions of the Board are final;
- if the attempt to resolve the grievance through the hearing process is not successful, professional mediation or legal intervention will then occur;
- if the grievance is in response to a negative performance evaluation, a timely written objection may be attached to the evaluation and kept in the employee's personnel file; and
- if the grievance is a complaint of discrimination and/or sexual harassment, the Charter School within 24 hours will begin to carefully investigate the



# Leadership Prep School Contingencies

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**APPROVED DURING CONTINGENCY PROCESS**

Other

The information in the charter application for Leadership Prep School regarding the statement “If the Board cannot resolve the complaint, the complainant is referred to the TEA Complainants Division” on page 38: This statement should be deleted.

complaint to determine as many facts about the issue as possible; understanding that discretion and objectivity are paramount.

Due process will be afforded to all stakeholders through the following rights:

- right to a full and fair hearing before the Board or its designee after the chain of command has been followed;
- right to an adult representative or legal counsel;
- opportunity to testify and to present evidence and witnesses in his or her complaint; and
- opportunity to examine the information prepared by the school administration and to question the administration's witnesses.

Persons employed by the Charter School are considered employees of the Charter School for all purposes. The Charter School shall be deemed the exclusive public school employer for the purposes of the Educational Employment Relations Act (Gov. Code §§ 3540, et seq.).

**p) Description of Elements of Governance Structure of Board of Sponsoring Entity**

1. Officer positions designated  
President – Stacy Alton; Vice President – Keith Craft; Treasurer – Sheila Craft; and Secretary – C. David Stroud.
2. Manner in which officers are selected and removed from office  
Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.  
A director may be removed from office with just cause by unanimous vote of the remaining Board of Directors. Any officer may resign at anytime by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
3. Manner in which members of the Board of Directors are selected and removed from office  
A director may be removed from office with just cause by unanimous vote of the remaining Board of Directors. Any officer may resign at anytime by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any

conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

4. Manner in which vacancies on the Board of Directors are filled  
The board will fill the unexpired portion of a director's term by the affirmative vote of the majority of the remaining directors or sole remaining director. The director elected to fill a vacancy is elected for the unexpired term of his or her predecessor.
5. Term for which members of the Board of Directors serve  
A member of the board is elected for a term of three years. A director may be elected to succeed himself or herself.
6. Whether the terms are to be staggered  
The board members' terms are not staggered.

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

The charter school will be governed by a single Board, that of the Operation Celebration dba Leadership Prep School (sponsoring entity).

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

The charter school will be governed by a single Board, that of the sponsoring entity. No management company or other groups will be involved in the operation of the charter school.

## 10. Human Resources Information

**a) Sponsoring Entity Organizational Chart**

Operation Celebration dba Leadership Prep School (Sponsoring Entity) Organization Chart is found in **Attachment H**.

**b) Charter Holder Board – Responsibilities and Oversight**

Successful schools typically have no greater amounts of time or resources than those rated low performing, but the difference is how time, focus, and structure are used. The administrators of the Leadership Prep School will be held accountable to the Board, and the Board to the Texas Education Agency, for the indicators listed below:

Indicator	Responsibilities	Evaluation Domain
1) Student and school performance	<p><u>Superintendent:</u> Will provide charter school reports to the Board of Directors for review. Sufficient progress must be noted each year for the Board of Directors to find a favorable review.</p> <p><u>Principal:</u> The Board of Directors will review charter school and campus reports to determine the effectiveness of instructional practices. These indicators shall include TAKS results, TPRI improvement, and pre and post testing on the SAT-10.</p> <p><u>Business Manager/Financial Officer:</u> N/A</p>	Instructional management; school or organization improvement; AEIS and campus performance objectives; student performance
2) Management and administrative practices	<p><u>Superintendent:</u> Parental and Teacher satisfaction surveys will be conducted annually for the first three years. Survey results will be reported to the Board of Directors. Elements to be included in surveys are facility management, instructional practices, reporting progress, discipline, communication, and safety. Responses will be considered during annual review.</p> <p><u>Principal:</u> Parental and Teacher satisfaction surveys will be conducted annually for the first three years. Survey results will be reported to the Board of Directors. Elements to be included in surveys are facility management, instructional practices, reporting progress, discipline, communication, and safety. Responses will be considered during annual review.</p> <p><u>Business Manager/Financial Officer:</u> Teacher surveys will be conducted and reviewed by the Superintendent for the first three years. Results will be reported to the Board of Directors. Elements of the survey will include timely processing of purchase orders, accurate and on-time payroll, and instructional materials available, as</p>	Management of administrative, fiscal and facilities; personnel management; school or organization morale

Indicator	Responsibilities	Evaluation Domain
3) Compliance with GAAP and generally accepted standards of fiscal management	<p>requested. Responses will be considered during the annual review.</p> <p><u>Superintendent:</u> Will review and certify attendance data each six weeks and report results bi-annually to the Board of Directors regarding accuracy. Inaccurate reports submitted to TEA each six weeks will be considered during the annual evaluation.</p> <p><u>Principal:</u> Will review attendance submitted by the attendance staff each six weeks. After review, his signature will certify the accuracy of the data to be submitted to the Superintendent.</p> <p><u>Business Manager/Financial Officer:</u> Will prepare and submit attendance data each six weeks and report results to the Superintendent. Inaccurate reports submitted to TEA each six weeks will be considered during the annual evaluation.</p>	Management of administrative, fiscal and facilities
4) Compliance with GAAP and generally accepted standards of fiscal management	<p><u>Superintendent:</u> Will be responsible to hire or contract with an experienced school accountant who has knowledge of the Financial Account Resource Handbook, Charter School Chart of Accounts, budgeting, and financial reporting to be submitted to the Board of Directors, Accountability will be evidenced by the financial reports provided to the Board of Directors and reflected in the Superintendent's annual review.</p> <p><u>Principal:</u> Will provide the campus staff a structure for purchasing supplies and materials through purchase order requests. His/Her signature will be required on all PO's to ensure adequate tracking of fund requests. Submission of weekly time sheets for campus staff will be required for continued employment. The principal will present all POs to the superintendent for approval.</p>	Management of administrative, fiscal facilities

# Leadership Prep School Contingencies

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## Human Resources Information

The information in the charter school application for Leadership Prep School concerning Human Resources Information in regards to how the charter board will demonstrate responsibility and oversight for student attendance accounting and reporting requirements on page 42, section 10.b.3, should be deleted and replaced with:

### Board:

The results of the student attendance accounting reporting will be provided to the Board bi-annually by the Superintendent. The Board will assess the results and require process modifications as needed to remain consistent with TEA guidelines. Further, the board will consider the results in Superintendent's annual review.

### Superintendent:

The Superintendent will review and certify student attendance accounting reporting each six weeks. Results will be reported to the Board bi-annually.

### Principal:

The principal will review the attendance submitted by the attendance staff each six weeks. After review, his/her signature will certify the accuracy of the data to be submitted to the Superintendent.

### Business Manager/Financial Officer:

The Business Manager/Financial Officer will prepare and submit attendance data each six weeks and report results to the Superintendent. Inaccurate reports submitted to TEA will be considered during the evaluation process.

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Indicator	Responsibilities	Evaluation Domain
	<p>Should the principal maintain appropriate logs and balance, receipts with cash available each month to the financial manager.</p> <p><u>Business Manager/Financial Officer:</u>            Will utilize, maintain, and prepare financial documents that are in accordance with GASB 34 and the defined state accountability system for charter schools. His/her signature on documents submitted to the board and to the state will signify accuracy and ethical reporting of information. Accountability will be evidenced by the financial reports provided to the Board of Directors and reflected in the Business Manager/Financial Officer's annual review. The AEIS rating regarding financial reporting will also be considered each year as a dependent factor on continued employment.</p>	
5) Compliance with special education and bilingual/English as a second language (BE/ESL) program requirements	<p><u>Superintendent:</u></p> <ul style="list-style-type: none"> <li>a) Provide policies and procedures to the Board of Directors for approval.</li> <li>b) Budget for and hire certified staff to provide services.</li> <li>c) Budget for professional development for all teachers.</li> </ul> <p><u>Principal:</u></p> <ul style="list-style-type: none"> <li>a) Establish the participants of the ARD committee.</li> <li>b) Provide for professional development activities for all teachers.</li> <li>c) Implement service for identified special education students.</li> <li>d) Participate in program evaluations.</li> <li>e) Evaluate special education instructional staff.</li> <li>f) Review TAKS, SDAA, and LDAA to determine efficiency and effectiveness of program implementation.</li> </ul> <p><u>Business Manager/Financial Officer:</u></p> <ul style="list-style-type: none"> <li>a) Expend 85% of designated funds for direct services for students.</li> <li>b) Code revenues and expenditures with</li> </ul>	Instructional management of school

Indicator	Responsibilities	Evaluation Domain
	<p>appropriate program intent codes.</p> <p>c) Report revenues and expenditures accurately to PEIMS.</p> <p>d) Retain documentation for external auditor.</p>	
6) Financial accounting reporting requirements, including grant reporting requirements	<p><u>Superintendent:</u> Will ensure that Business Manager's report(s) include all necessary information and are submitted within acceptable timelines.</p> <p><u>Principal:</u> Code purchase orders requesting funds to appropriate funding codes.</p> <p><u>Business Manager/Financial Officer:</u> Will provide a calendar to the Superintendent that includes all grant expenditures requirements to be reported to the Board of Directors. The Business Manager/Financial Officer will also be held accountable for the results of the external audit. Exceptions noted by external auditor will be reported to the Board of Directors and the Superintendent and will be considered during the annual review.</p>	Management of administrative, fiscal, and facilities
7) Reporting requirements, including those through PEIMS	<p><u>Superintendent:</u> Will be held accountable for certifying the PEIMS data for the charter school after each submission and submitting Edit+ reports to the Board of Directors.</p> <p><u>Principal:</u> Will be held accountable for certifying the PEIMS data for the charter school after each submission and submitting Edit+ reports to the Superintendent for review.</p> <p><u>Business Manager/Financial Officer:</u> Will submit board-approved budgets to the PEIMS coordinator for the Fall submission and actuals for the Spring submission. Fatals and warnings will be corrected to ensure accuracy in reporting. The Superintendent will review the reports</p>	Management of administrative, fiscal, and facilities



Indicator	Responsibilities	Evaluation Domain
	<p>generated by Edit+ after each submission for timeliness and accuracy. The information will be considered during the annual review. Data for the charter school after each submission and submitting Edit+ reports to the Superintendent.</p>	
(7. cont'd) Other TEA reporting requirements	<p><u>Superintendent:</u> All charter school reports will be the responsibility of the Superintendent. Failure to respond in a timely fashion will be addressed during the evaluation process conducted annually by the Board of Directors.</p> <p><u>Principal:</u> All campus reports will be the responsibility of the principal. Failure to respond in a timely fashion will be addressed during the evaluation process conducted by the Superintendent. Personnel reviews and notices of need for improvement will be considered during this process.</p> <p><u>Business Manager/Financial Officer:</u> All charter school reports will be the responsibility of the Business Manager. Failure to respond in a timely fashion will be addressed during the evaluation process conducted annually by the Superintendent.</p>	Management of administrative, fiscal, and facilities
8) Reporting annual school and student performance to students, parents and the public	<p><u>Superintendent:</u> Will be responsible for providing AEIS information to the Board of Directors to disseminate information.</p> <p><u>Principal:</u> After the AEIS is approved for dissemination by the Board of Directors, the school will provide a copy of the school's report card to every parent with 30-days of board approval.</p> <p><u>Business Manager/Financial Officer:</u> N/A</p>	AEIS and campus performance objectives; school or community relations

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Indicator	Responsibilities	Evaluation Domain
9) Distributing to parents information related to the qualifications of each professional employee	<p><u>Superintendent:</u> Will ensure accurate annual reports regarding professional staff qualifications and notifications according to TEC12.130 are distributed in a timely manner.</p> <p><u>Principal:</u> Will be responsible for disseminating accurate information regarding qualifications of each professional employee to parents annually within the first six weeks of school. The report to the parents will include the name of the professional and a list of educational degrees, certification, and qualifications. If an employee is found to be inappropriately certified or uncertified as defined by Chapter 21, Subchapter B, Section 057 and is assigned to a classroom for more than 30 consecutive days, written notification will be delivered to each parent or guardian of each student enrolled in that classroom.</p> <p><u>Business Manager/Financial Officer:</u> N/A</p>	Personnel management

REVISED DURING CONTINGENCY PROCESS. SEE INSERT.

**c) Biographical Affidavit for each School Officer**

A notarized biographical affidavit has been prepared for each school officer and is included as **Attachment D**.

**d) Supplemental Human Resources Information Form**

The form has been prepared for each officer position and is included as **Attachment I**.

**e) Professional Development Opportunities for School Officers**

Professional development opportunities will be offered to all school officers according to state statute and identified local needs. At a minimum, all school officers will comply with the training required in 19 TAC §§100.1103-100.1105 for their respective positions. Professional development curriculum will be provided by a TEA Certified Trainer.

Additionally, the charter school will take advantage of all training that is offered by the Charter School Resource Center, the Education Service Center, and other opportunities that will advance knowledge and skills in the identified areas.

# Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to reference of the Charter School Resource Center on page 46 should be deleted and replaced with Texas Charter School Association.

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The Principal and/or other designated school officers will obtain American Red Cross training and certification for first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillation (AED).

**f) Methods to Evaluate School Officers**

All administrative personnel will be evaluated in accordance with provisions of Chapter 150, Subchapter BB, Texas Education Code, §21.354 and §39.054. The domains and descriptors used to evaluate each administrator in a school district will include the following.

- **Instructional management.** The administrator promotes improvement of instruction through activities such as the following: monitoring student achievement and attendance; diagnosing student needs; helping teachers design learning experiences for students; encouraging the development and piloting of innovative instructional programs; and facilitating the planning and application of emerging technologies in the classroom.
- **School or organization morale.** The administrator fosters a positive school or organization morale through activities such as the following: assessing and planning improvement of the school, school district, or community environment; reinforcing excellence; promoting a positive, caring climate of learning; and using effective communication skills.
- **School or organization improvement.** The administrator promotes leadership in efforts to improve the school or organization through activities such as the following: collaborating in the development and articulation of a common vision of improvement; encouraging appropriate risk-taking; and ensuring continuous renewal of curriculum, policies, and methods.
- **Personnel management.** The administrator manages personnel effectively through activities such as the following: delegating appropriately; recognizing exemplary performance of teachers and staff; encouraging personal and professional growth and leadership among the staff; complying with applicable personnel policies and rules; securing the necessary personnel resources to meet objectives; and evaluating the job performance of assigned personnel.
- **Management of administrative, fiscal, and facilities functions.** The administrator manages administrative, fiscal, and facilities functions responsibly through activities such as the following: obtaining broad-based input for fiscal or financial analysis; compiling reasonable budgets and cost estimates; ensuring that facilities are maintained and upgraded as necessary; and managing a broad range of school operations (for example, attendance, accounting, payroll, transportation).
- **Student management.** The administrator promotes positive student conduct through activities such as the following: helping students develop a sense of self-worth; developing and communicating guidelines for student conduct; ensuring rules are observed uniformly; disciplining students for misconduct in an effective and fair manner; supporting collaboration by working with faculty; and encouraging the participation of students and parents.

- **School or community relations.** The administrator promotes a positive tone for school or community relations through activities such as the following: fostering collaborative educational efforts among members of the total school community; articulating the school mission and needs to the community; seeking support for school programs; and involving himself or herself in community activities that foster rapport between the school district and the larger community.
- **Professional growth and development.** The administrator provides leadership in professional growth and development through activities such as the following: participating actively in professional associations; conducting himself or herself in an ethical and professional manner; disseminating ideas and information to other professionals; and seeking and using evaluative information for improvement of performance.
- **Academic excellence indicators and campus performance objectives.**
- **School board relations.** The superintendent promotes and supports a positive relationship with the school district board of trustees through activities such as the following: meeting the board's needs for information; interacting with board members in an ethical, sensitive, and professional manner; demonstrating competence in written and verbal communications to the board; and recommending policies to the board to enhance teaching and learning.

These domains will be organized into an evaluation system that draws on practices in business, such as the balanced scorecard approach and those outlined in the Malcolm Baldrige Criteria for Performance Excellence. All administrative staff will meet with their supervisors at the beginning of the year to set performance objectives for each established domain, and will meet twice during the year to assess progress in meeting those objectives.

**g) Supplemental Human Resources Information Form - Teacher and Other Instructional Staff Positions**

The form has been prepared for each officer position and is included as **Attachment I**.

**h) Distribution of Employee Qualification Information**

As required in Texas Education Code §12.130, the school will notify each parent or guardian about the qualifications of each teacher employed by the school, including degrees, certifications held, and other relevant experience. Written biographical sketches of all teachers will be sent home to all parents and guardians at the beginning of school and when there is a staff change. Parents and guardians will be required to return a signed form acknowledging receipt of the information. These biographical sketches will also be posted on the school's web site and available by request to anyone in the community. Personnel records will be maintained in the Superintendent's office so that requests for teacher qualifications can be published annually.

**i) Professional Development Opportunities – Teachers and Other Instructional Staff**

Education staff members will be required to attend professional development activities designed to meet the needs of the staff as curriculum is developed and as additional

skills are needed to serve the student body. Staff will evaluate these sessions for effectiveness, and the results of these evaluations will provide the basis for designing professional development activities. The budget provides for contractual resources and supplies for staff development. The school will encourage staff members to make recommendations for future development areas: developmentally appropriate practices. 5E Model of Instruction, integration of technology into curriculum and instruction, conflict resolution and parent conferences, violence prevention, and curriculum development.

Region X Education Service Center (ESC) and other experts will provide professional development on TEKS-based foundation and enrichment curriculum. The ESC will provide workshops, consultation, materials, and expertise in a variety of areas. Every teacher will be given the opportunity to attend at least one workshop or conference off-campus, with selected staff members attending the annual charter school conference. Administrative staff will be given the opportunity to participate in leadership and supervision workshops and/or conferences. Staff members at all levels will be expected to share their new knowledge with each other at subsequent staff meetings.

The following chart will guide the professional development topics of the charter school. However, staff must have input into the types of training that are conducted. Therefore, the school will provide mandatory training as defined by statute, but will accommodate its instructional staff's needs, as well. Please note that the total duration of each topic may not be in a setting that is in a large group format, but may include individual study groups or small group settings. Staff development may be determined by investments of the individual in college education courses that will be included in the final evaluation of the professional development.

Topic	Duration	Years
The Charter	4 hours	1,2,3,4,5
5E Model of Instruction	4 hours	1,2,3,4,5
Shared Decision Making	8 hours	1,2,3,4,5
Special Populations	10 hours	1,2,3,4,5
Student Assessment (Data Driven Instruction, Benchmarking)	8 hours	1,2,3,4,5
Emergency and Disaster Plans	1 hour	1,3,5

# Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to explaining how 147 hours of annual training will be conducted and when the instructional staff is expected to schedule and complete over 18 days of professional development on pages 49 – 50 section 10.i should be deleted and replaced with:

The school will provide mandatory training as defined by statute and will accommodate its instructional staff's needs, as well. Toward that goal, education staff members will be required to attend professional development activities designed to meet the needs of the staff as curriculum is developed and as additional skills are needed to serve the student body. The budget provides for contractual resources and supplies for staff development. The school will encourage staff members to make recommendations for future development areas: developmentally appropriate practices, 5E Model of Instruction, integration of technology into curriculum and instruction, conflict resolution and parent conferences, violence prevention, and curriculum development. Region 10 Education Service Center and other experts will provide professional development on TEKS-based foundation and enrichment curriculum. Every teacher will be given the opportunity to attend at least one workshop or conference off-campus, with selected staff members attending the annual charter school conference. Administrative staff will be given the opportunity to participate in leadership and supervision workshops and/or conferences.

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Topic	Duration	Years
Campus Improvement Plans	40 hours	1,3,5
Technology and Its Use	8 hours	1,2,3,4,5
Classroom Management	8 hours	1,2,3,4,5
Successful Strategies and Methods (Learning Styles, Multiple Intelligences, etc.)	8 hours	1,2,3,4,5
Continuing-education (Seeking certification or additional skills)	Ongoing	1,2,3,4,5
Safe and Drug Free Schools	Ongoing	1,2,3,4,5
Evaluating Program Success	8 hours	1,2,3,4,5
Curriculum Alignment and Delivery (TEKS)	40 Hours	1,2,3,4,5

**j) Methods to Evaluate Teachers and Other Instructional Staff**

A modified Professional Development and Appraisal System (PDAS) recommended by the Texas Education Commissioner will be used to evaluate teachers. The PDAS appraisal framework is considered especially appropriate for teachers because the PDAS criteria acknowledge broad-based tasks that teachers routinely perform that go beyond classroom teaching. The PDAS is not, however, intended to evaluate staff other than teachers. Professional staff such as speech pathologists, librarians, and counselors will not be evaluated under the PDAS (unless these positions also involve instruction). Non-teaching, administrative staff members will be evaluated in accordance with provisions of Subchapter BB issued under the Texas Education Code, §21.354 and §39.054, and the commissioner's recommended or established standards under the Code.

Each teacher will be appraised each school year. Whenever possible, an appraisal will be based on the teacher's performance in fields and teaching assignments for which he or she is certified.

Domains of the PDAS instrument for teacher evaluation include:

- Domain I: Active, Successful Student Participation in the Learning Process
- Domain II: Learner-Centered Instruction
- Domain III: Evaluation and Feedback on Student Progress



- Domain IV: Management of Student Discipline, Instructional Strategies, Time, and Materials lit Domain V: Professional Communication
- Domain VI: Professional Development
- Domain VII: Compliance With Policies, Operating Procedures and Requirements
- Domain VIII: Improvement of Academic Performance of All Students On The Campus (Based on Indicators included in the AEIS)

**k) Supplemental Human Resources Information Form – PEIMS Coordinator, Student Attendance Staff, and Other Staff**

The forms have been prepared and are included as **Attachment I**.

**l) Professional Development Opportunities – PEIMS Coordinator, Student Attendance Staff, and Other Staff**

In the section, Professional Development Opportunities for School Officers, it is noted that the business manager will receive training from the Region 10 Education Service Center for PEIMS coordinators and on the Student Attendance Accounting Handbook. When the school grows to include the high school grade levels and a full-time PEIMS and student attendance coordinator is hired, that individual will receive the same training from Region 10.

Designated administrative personnel will obtain American Red Cross training and certification for first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillation (AED).

Administrative personnel will also be given opportunities to pursue continuing education to enhance their professional knowledge. Examples of potential classes are: Visual Communication and Desktop Publishing; and Computer Applications. The school will reimburse administrative staff for continuing education expenses if the classes are part of the personal growth plan agreed to by the principal/school director and employee during the employee's annual evaluation.

**m) Methods to Evaluate the PEIMS Coordinator, Student Attendance Staff, and Other Staff**

The business manager, who will handle all PEIMS and student attendance duties, will be evaluated in the same manner as other school officers.

The evaluation process for administrative personnel will be based on the responsibilities of their job and the professionalism and timeliness shown in performing the duties. The principal/school director will meet with administrative staff at the beginning of each year to establish performance objectives for the year and collaborate on a personal growth plan. They will meet again at the end of the year to determine if the performance objectives have been met. However, administrative personnel are evaluated every day by the principal/school director and can be terminated at any time for non-performance.

## 11. Business Plan

### *Financial History of Sponsoring Entity*

#### **a) Sources of Funding for Start-up of Sponsoring Entity**

As reported in the Startup Budget, a line of credit with Celebration Covenant Church has been secured and will be used for the following purposes:

- providing staff for planning and implementation of the new school
- purchasing instructional supplies and materials
- purchase curriculum software that is aligned with the TEKS
- securing PEIMS and financial software and equipment
- contracting with individuals that will set up special education programs, finance, and administration services
- contracting with Regional ESC and individuals who will provide professional development services

The charter school, upon notification of a contractual agreement with TEA, will initiate activities to raise funds, seek grant opportunities, and solicit gifts and bequeaths for the school.

#### **b) Current Assets of Sponsoring Entity**

Operation Celebration dba Leadership Prep School (sponsoring entity) has current assets of \$136,685.

#### **c) Current liabilities of Sponsoring Entity**

Operation Celebration dba Leadership Prep School (sponsoring entity) has no current liabilities.

#### **d) Disclosure of Liens, Litigation History and Sanctions**

Leadership Prep School (sponsoring entity) does not have any liens, has not been involved in any litigation, and has not been sanctioned by any state regulatory agency.

#### **e) Charters Held by Sponsoring Entity**

Operation Celebration dba Leadership Prep School (sponsoring entity) does not hold any open-enrollment charters at the present time.

#### **f) Most Recent Audit Report**

The most recent audit report for Operation Celebration dba Leadership Prep School can be found in **Attachment J**.

#### **g) Credit Report**

A copy of the credit report for Operation Celebration dba Leadership Prep School can be found in **Attachment K**.

#### **h) IRS Form 990**

A copy of the IRS Form 990 for Operation Celebration dba Leadership Prep School can be found in **Attachment L**.

## ***Current Operations of Sponsoring Entity***

### **i) Existing Non-charter Programs and Relationship to Proposed School**

Operation Celebration dba Leadership Prep School (sponsoring entity) operates in a philanthropic capacity supporting non-profit community outreach organizations around our nation – these activities will remain separate from the school.

### **j) New Non-charter Programs and Relationship to Proposed School**

Operation Celebration dba Leadership Prep School (sponsoring entity) does not have any plans to begin operating any new non-charter programs at this time.

### **k) Physical Location of Non-charter Programs and Maintaining Separate Administrative Structures**

In accordance with the charter application guidelines, upon being granted the charter, the organization will establish a separate non-sectarian 501(c)(3). Operations will remain separate – physically and in terms of bookkeeping – up to the formation of the 501(c)(3).

## ***Financial History of Sponsoring Entity***

### **l) Projected Amounts of Start-up Funding**

As reported in the Startup Budget, a line of credit with Celebration Covenant Church has been secured and will be used for the following purposes:

- providing staff for planning and implementation of the new school
- purchasing instructional supplies and materials
- purchase curriculum software that is aligned with the TEKS
- securing PEIMS and financial software and equipment
- contracting with individuals that will set up special education programs, finance, and administration services
- contracting with Regional ESC and individuals who will provide professional development services

The charter school, upon notification of a contractual agreement with TEA, will initiate activities to raise funds, seek grant opportunities, and solicit gifts and bequeaths for the school.

### **m) Verification of All Sources of Funding**

Operation Celebration dba Leadership Prep School (sponsoring entity) has submitted a statement regarding sources of funding as **Attachment M**.

### **n) Process of Adapting an Annual Budget**

On or before August 31 of each school year, the Superintendent/ CEO/ CFO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the Charter School for the following fiscal year. The board may establish a committee to work with the superintendent to prepare the budget. The

budget must be prepared according to generally accepted accounting principles; rules adopted by the State Board of Education, and adopted policies of the board of directors.

- Records and Reports.
- The Superintendent/CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the Charter School at the proper times and in the proper offices.
- Budget Meeting; Budget Adoption.
  - When the budget has been prepared under Section 44.002, the president shall call a meeting of the board of directors, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.
  - The president shall provide for the public notice to be given.
  - The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the Charter School for the next succeeding fiscal year. Any constituent of the Charter School may be present and participate in the hearing.
- Filing of Adopted Budget.

The budget will be filed with TEA within 90 days of adoption.

- Effect of Adopted Budget; Amendments.

**o) Start-up Budget**

The start-up budget is submitted as **Attachment N**. It has been prepared using the template required for the application.

**p) Budgets for First, Second and Third Year of Operations**

A budget for first year operations is included as **Attachment O**.

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

**q) Annual Audit of Financial Operations**

A search will be conducted by the superintendent regarding qualified firms that have experience with charter and public schools as well as the appropriate qualifications and recommendations. The superintendent will present at least three proposals to the Board of Directors for approval and make recommendations based upon review. This process will begin in January and will conclude in March. A contract will be issued to the board approved firm in June to conduct the financial and programmatic operations audit for the fiscal year ending on August 31.

Upon the acceptance or continuation of an audit engagement by an independent auditor, the terms of the engagement must be established. These terms may be expressed by the independent auditor in an *engagement letter* addressed to the board of trustees. The engagement letter outlines the scope of the audit engagement and should include the following components:

- A description of *financial statements* to be audited (e.g., general purpose financial statements, separate statements of component units, individual funds, or combining statements)
- A description of the *audit services* to be provided (e.g., financial and/or *single audits*)
- A description of the reports to be issued (e.g., auditors' opinion on general purpose financial statements, reports on internal controls and compliance with laws and regulations as required for a Single audit)
- A statement that the audit will be conducted according to GAAS
- A statement that the audit will be conducted according to GAAS, if the auditor is expected to meet this requirement
- If a single audit is required, a statement should also be included that the audit will be conducted in accordance with GAAS, the Single Audit Act Amendments of 1996, and the provisions of OMB Circular A-133, Audits of States, Local Governments: and Non-Profit Organizations
- A brief general description of the *audit procedures*
- A statement regarding the concept of *reasonable assurance* (that the auditor will not perform a detailed examination of all transactions, financial or *single audit*, therefore there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by the auditor)
- *Management's responsibility* for the financial statements
- Extent of *client assistance* for the audit
- *Other communications* arising from the audit (e.g., reportable conditions, irregularities and illegal acts, other internal control or efficiency comments and recommendations)
- Audit *timing* and deadlines
- Audit fees
- A client-signed acknowledgment of engagement letter.

Once the terms of the engagement have been established and an engagement letter has been acknowledged and signed by the charter school, the independent auditor may begin the audit process.

The audit is a methodical examination of financial records which concludes with a public report of the findings. The purpose of a financial audit is to determine whether the *financial statements* are free of material misstatements. The audit generally includes an examination of *evidence* supporting the amounts and disclosures in the financial statements prepared by the charter school. The audit also includes assessing the *accounting principles* used and *significant estimates* made by management.

As part of the audit, the auditor considers *internal control*. The auditor is required to obtain an understanding of internal control by performing procedures to understand the design controls relevant to an audit of financial statements and to federal financial assistance, and to assess whether the controls are operational.

To be able to conduct a successful audit, the auditor must have access to various financial and in some instances non-financial records and documents maintained by the charter school.

Preparation for the annual audit by a charter school should begin with the preparation and adoption of the budget and continue throughout the year. A listing of suggested

schedules and documents that should be prepared, collected and provided to auditors that may enhance the performance of the annual audit includes:

- Copies of the budget and amendments as adopted
- Copies of the minutes of each board meeting and monthly financial statements
- Copies of an organizational chart showing lines of responsibility
- Copies of the charter school's flow chart documents
- Copies of bank reconciliations for each bank account
- List of all depositories and their addresses, including bank account numbers and account names
- List of all investment transactions by fund for the year
- List of outstanding encumbrances which were closed out and included in the succeeding budget
- Schedule of insurance in effect which should include names of companies, type of coverage, inclusive dates of the policies, and total cost per policy
- Reconciliation of payrolls and related accounts such as payroll taxes and retirement deductions
- Copies of new bond issues and details of bond sales consummated
- Copies of teacher agreements and leave schedules if appropriate
- Copies of lease agreements
- Copies of trial balances and, if possible, the financial statements, footnote disclosures and combining schedules
- Copies of the prior year audit report and other audit reports prepared by the internal auditors or other government auditors/agencies

In addition to the listed items, the charter school should make available to the auditor schedules prepared to support the financial statements or notes to the financial statement amounts. Charter schools should supply other information that may be requested by the auditor.

**r) Organizations or Individuals Providing Financial, Tax, or Payroll Services**

During the first year, the organization will contract with a CPA Firm or Region 10 ESC to provide accounting services including:

- Preparing monthly compilation reports, including statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows;
- Recording all cash and cash related transactions in the general ledger of the board-adopted software and will train the school staff to use the proper coding process to ensure proper accounting codes required by the TEA are used;
- Preparing and recording adjusted journal entries as needed
- Preparing fixed asset reports and calculate depreciation
- Preparing monthly bank reconciliations
- Processing payroll transactions, preparing monthly payroll accounting entries, and related compliance reports (i.e. Teacher Retirement System (TRS), Internal Revenue Service (IRS), and Texas Workforce Commission (TWC) reports.

By outsourcing the financial needs for the first year, the school has the ability to retain a CPA to assist in setting up the financial records correctly and will benefit from instruction at the same time, creating a strong foundation for the charter school.

**s) Qualifications of Organizations or Individuals Providing Financial, Tax, or Payroll Services**

The charter school will explore using services provided by Region 10 ESC and additional options such as CPA firms who have benefitted charter schools by setting up their chart of accounts and establishing financial policies and procedures as well as appropriate internal controls.

**t) Copy of Negotiated Service Agreements for Financial, Tax, or Payroll Services**

The charter school has not chosen an organization and/or individual that will provide financial accounting, payroll, and/or tax accounting services at this time. However, the charter school will continue to research and will locate this service before the school is open. The selection will be reported to TEA upon board approval. This statement is included in **Attachment P**.

**u) Process for Awarding Contracts**

The charter holder will adopt the provisions of Texas Education Code, Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property.

**v) Financial Accounting Software**

The Board of the sponsoring entity is evaluating software packages that will enable the charter to keep financial records in good order, in accordance with GAAP, and in compliance with PEIMS reporting requirements. Further, the software must be fully capable of meeting the requirements outlined in the TEA prepared documents: "Financial Accounting Systems Resource Guide" and the "Special Supplement to Financial Accounting and Reporting."

The Board's preference is to identify an interoperable software system that handles both (a) financial data collection, management, and reporting and (b) student data collection, management, and reporting. However, the board will consider systems offering only financial management software or offering only student data management software, but these products are not preferred. For those offering only financial management software, the extent to which the software interfaces or integrates with other student management software for the purposes of efficient school operations and for accurate reporting through PEIMS. For those offering student management only software, the Board will explore and consider the extent to which the software interfaces or integrates with other financial management software for the purposes of efficient school operations and for accurate reporting through PEIMS.

Elements of the evaluation criteria include:

- Web-Based Program (i.e., the program is accessed through an internet browser, which allows users to access the program from any computer in the world that is connected to the world wide web.)

- Charter School Specific – All available functions, the chart of account codes, features, and menu options are applicable directly to and only for Texas open enrollment charter schools. Further, the vendor must be willing to continually update the software in response to changing compliance requirements and in response to the needs and demands of open enrollment charter schools.
- Scalable – The system should be capable of supporting the full range of charter types, from small charter systems with one campus to very large charter systems that manage multiple charters, multiple TEA district identification numbers, and multiple campuses within each charter system.
- Secured System – The system proposed must secure the stored data:
  - Stored Data must be backed up daily and secured from corruption, failure or loss
  - Sensitive data must be encrypted during transmission
  - System will allow for backup of information without interruption/downtime
  - System must be capable of auditing user access
  - User authentication process to ensure appropriate data privacy
  - User access permissions and role based access control
  - Disaster recovery plan
- Data Standards Compliant for Mandatory Reporting Through PEIMS
- Interface Capabilities – The software should be SIF certified, able to interface with other software products commonly used in the school environment including, for instance, the Microsoft suite including Excel, Access, Time Clock Plus (or other software for tracking work hours), Nutri-Kids (or other software for tracking student eligibility and participation in the national free and reduced meals program), various student performance management software, various organizational performance management software, and others.
- Multi-User Capabilities
- Sufficient Support
  - Software Support - (support for understanding and using the software for the desired ends of the user)
  - Compliance Support (support for understanding and implementing the proper data inputs and reports to ensure compliance with charter school rules and regulations)
- Ease of Conversion
  - Training Opportunities and Ongoing Support
  - Limited Role of School Staff in Importing Data from Former Software (possible future application)
- Sturdy and Robust Architecture of Software System Design
  - ODBC Compliant
  - VMCF Compliant



- Minimal Local Hardware Requirements

The following includes the desired elements specific to the functionality of the financial management side of the software. Consideration will be given to the extent to which each software product performs these functions and includes additional functionality or features that help school efficiencies and improve data quality for school management and reporting compliance.

- Payroll
  - Current Tax Tables (Federal and State)
  - Current TRS Formulas
  - TRAQs Upload Complaint
  - Employee View Access
  - Direct Deposit with automated employee e-mail delivery
  - Flexible Pay Schedules
  - Linked to HR module for staff attendance
  - TWC Upload Compliant
- Accounts Payable
  - Vendor Management, including 1099s
  - Partial Payment Capabilities
- Accounts Receivable (i.e. billing for library fines, after school programs, fees for extracurricular Activities, fundraisers, services to other charter schools, etc.)
- Budget Management
  - Budget Development
  - Budget-to-Actual Reporting
  - Budget Amendment/Revision Management
- Purchasing Function
  - Requisitions and Purchase Orders
  - Electronic Approval Process
  - Budget Checking Features (i.e., purchasing transactions are blocked when a proposed purchase threatens to overspend the budget in a certain code)
  - Scan and Attach Paper Invoices to Store Electronically
- Human Resources
  - Employee Leaves and Absences Tracking
  - Employee Directory Information, including Emergency Contacts and PIA preferences
  - State of Texas Service Record
  - State Required new Hire Tracking

- Benefits Management
- Employee Access
  
- General Ledger
  - Charter School Chart of Accounts
  - Bank Reconciliations
  - Journal Entries that tie to the bank reconciliation
  - Three-part check printing (i.e., one check with two stubs)
  - Flexible check formatting option (i.e., school may use current supply of checks)
  
- Capital Assets
  - Automatic Depreciation
  - Inventory Management
  
- Compliant with Applicable Accounting Standards
- Robust Reporting Functions
  - Exhaustive Queries, Search, Sort, Masking, and Filter Capabilities
  - Drill Down and Navigation Capabilities from Each Transaction
  - TRS Reports
  - IRS Reports (Ws, 1099s, 941s, etc)
  - Financial Statements

Further consideration will be given to the system history and anticipated releases of the software system, including:

- Name of system/product
- Date of initial release
  - Years Product in Service
  - Years Product in Service to Texas Charter Schools
  
- Date of most recent release
- Date of next major or minor release, including a description of the functionality and features expected to be added or revised. Determine the extent to which charter school operators (Leadership Prep School and others) will be consulted about the scope and content of product revisions.
- Average frequency of new releases

### ***Student Attendance Accounting***

#### **w) Student Attendance Accounting Software**

The Board's preference is to identify an interoperable software system that handles both (a) financial data collection, management, and reporting and (b) student data collection,

management, and reporting. However, the board will consider systems offering only financial management software or offering only student data management software, but these products are not preferred. For those offering student management only software, the Board will explore and consider the extent to which the software interfaces or integrates with other financial management software for the purposes of efficient school operations and for accurate reporting through PEIMS.

Elements of the evaluation criteria include:

- Web-Based Program (i.e., the program is accessed through an internet browser, which allows users to access the program from any computer in the world that is connected to the world wide web.)
- Charter School Specific – All available functions, the chart of account codes, features, and menu options are applicable directly to and only for Texas open enrollment charter schools. Further, the vendor must be willing to continually update the software in response to changing compliance requirements and in response to the needs and demands of open enrollment charter schools.
- Scalable – The system should be capable of supporting the full range of charter types, from small charter systems with one campus to very large charter systems that manage multiple charters, multiple TEA district identification numbers, and multiple campuses within each charter system.
- Secured System – The system proposed must secure the stored data:
  - Stored Data must be backed up daily and secured from corruption, failure or loss
  - Sensitive data must be encrypted during transmission
  - System will allow for backup of information without interruption/downtime
  - System must be capable of auditing user access
  - User authentication process to ensure appropriate data privacy
  - User access permissions and role based access control
  - Disaster recovery plan
- Data Standards Compliant for Mandatory Reporting Through PEIMS
- Interface Capabilities – The software should be SIF certified, able to interface with other software products commonly used in the school environment including, for instance, the Microsoft suite including Excel, Access, Time Clock Plus (or other software for tracking work hours), Nutri-Kids (or other software for tracking student eligibility and participation in the national free and reduced meals program), various student performance management software, various organizational performance management software, and others.
- Multi-User Capabilities
- Sufficient Support
  - Software Support - (support for understanding and using the software for the desired ends of the user)
  - Compliance Support (support for understanding and implementing the proper data inputs and reports to ensure compliance with charter school rules and regulations)

- Ease of Conversion
  - Training Opportunities and Ongoing Support
  - Limited Role of School Staff in Importing Data from Former Software (possible future application)
- Sturdy and Robust Architecture of Software System Design
  - ODBC Compliant
  - VMCF Compliant
- Minimal Local Hardware Requirements

The following includes the desired elements specific to the functionality of the student management side of the software. Consideration will be given to the extent to which each software product performs these functions and includes additional functionality or features that help school efficiencies and improve data quality for school management and reporting compliance.

- Student Attendance Accounting
  - Reporting By Classroom Teacher
  - Reporting By Campus
  - Reporting For Multiple Charters
  - Access by Individual Classroom Teachers
- Student Class Scheduling
  - Multiple Calendar Tracks for the School Year
  - Flexible Master Scheduling Capabilities
  - Multiple Campuses
  - Multiple Charters
- Electronic Grade Book
  - Teacher Remote Access
  - Parent Remote Access
  - Properly Secured to Protect the Privacy of Student Records
  - Generate Report Cards
- Student Records Information
  - Education Records
  - Student Discipline Records
  - Immunizations
  - Emergency Contacts
  - Directory Information

- Transcripts
- T-REX
- Manage Enrollment/Student Enrollment Waiting Lists
- Special Education Records and Tracking
- Student Transportation Management
  
- Robust Reporting Functions
  - Exhaustive Query Capabilities
  - Attendance Trends
  - Student Enrollment/Vacancy Trends
  - Other Reports

Further consideration will be given to the system history and anticipated releases of the software system, including:

- Name of system/product
- Date of initial release
  - Years Product in Service
  - Years Product in Service to Texas Charter Schools
  
- Date of most recent release
- Date of next major or minor release, including a description of the functionality and features expected to be added or revised. Determine the extent to which charter school operators (Operation Celebration dba Leadership Prep School and others) will be consulted about the scope and content of product revisions.
- Average frequency of new releases

## ***Facility Management***

### **x) Physical Address and Description**

The physical address of the facility is 8500 Teel Parkway, Frisco, TX. The facility is a church building and is an excellent location for a charter school. It is a clean, safe, and modern facility, built in 2004. Parking is plentiful and is conducive to unloading and loading children before and after school.

### **y) Facility's current use**

The facility is currently used as a church and a private pre-school.

### **z) Site Suitability for the Proposed Charter School**

The facility is a church building and is an excellent location for a charter school. It is a clean, safe, and modern facility, built in 2004. Parking is plentiful and is conducive to unloading and loading children before and after school. The sponsoring entity will lease approximately 402,000 square feet of the building featuring 9 classrooms (to be expanded to accommodate growth yearly), 1 computer lab, gym/cafeteria, commercial kitchen, special education room, auditorium, 4 offices, secretary and receptionist areas,

teacher's lounge, several storage areas, and ADA compliant restrooms. Within the property the proposed charter school includes a playground.

**aa) Plans to Ensure that School Facilities are in ADA Compliance**

Leadership Prep School will ensure that the school facility is in ADA compliance. The elements to be considered include the following:

- Reach Ranges for controls and storage
- Handrails at Ramps and Stairs
- Lavatories and Mirrors
- Water Closets, Toilet Seats, Grab Bars, Toilet Stalls, and Toilet paper Dispensers
- Drinking Fountains and Water Coolers
- Fixed or Built-in Seating and Tables
- Accessible Route: Minimum Width
- Ramps: Slope and Rise
- Elevator which is wheelchair accessible

**bb) Plans to Renovate to Ensure Compliance with Applicable Building and/or Occupancy Codes and to Make Facility Ready for School Operations**

The proposed site has been inspected and is presently in compliance with applicable building and occupancy codes. There will be no need for scheduled renovations or repairs at this time.

**cc) Certificate of Occupancy**

The certificate of occupancy is submitted as **Attachment Q**.

**dd) Progress, Partnership Developments, or Future Steps Toward the Acquisition of a Facility and/or Land**

There are no plans for acquisition of land or facilities at this time.

**ee) Negotiated Lease Agreement**

The letter of agreement between Celebration Covenant Church and Operation Celebration dba Leadership Prep School is included as **Attachment R**.

**ff) Relationships or Business Affiliations between Individuals who Negotiated the Lease**

Lease agreements were negotiated by Stacy Alton, President, Operation Celebration dba Leadership Prep School and Steve Miner, Business Manager, Celebration Covenant Church.

## **gg) Identification of Other Organizations Using the Facility**

There is one other organization using the facility, Celebration Covenant Church.

## ***Transportation and Food Service***

### **hh) Transportation**

Leadership Prep School will not provide transportation for Regular Eligible Students. However, in accordance with federal law, the school will provide transportation to students eligible for special education and related services as and related services as required by their Individualized Education Program (IEP).

An "eligible special needs student" is a special education student:

- who is eligible under the TEC, Section 29.003, and Federal Public Law 101-476 (Part B) and 102-119 (Part H) of the Individuals with Disabilities Education Act of 1990 and subsequent amendments **and**
- who would be unable to attend school and benefit from his or her special education program of instruction (including extended school year programs and community-based transitional life skills training) or developmental, corrective, and other supplementary supportive services without the provision of special transportation as a necessary related service, as determined on an individual (case-by-case) basis **and**
- for whom the requirement for special transportation is properly documented by a duly authorized admission, review, and dismissal (ARD) committee in the student's individualized education program (IEP) as a required related service to be provided by the district.

Upon charter approval, the Board will evaluate specialized transportation services options to provide transportation to eligible special needs students.

### **ii) Food Service**

If at least 10 percent of the students enrolled in charter school are eligible for free or reduced-price breakfasts under the national school breakfast program provided for by the Child Nutrition Act of 1966 (42 U.S.C. Section 1773), the school shall participate in the program and make the benefits of the program available to all eligible students in the schools or school.

## **Attachment A**



REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

- 10-002 - Boiler Repair** - opens: February 4th, 0:30 am  
**10-003 - Door Locks & Related Hardware** - February 4th, 2010 @ 11:00 am  
**10-005 - Chiller Maintenance & Repair** - opens: 4th, 2010 @ 2:00 pm  
**0-008 - Welding Services** - opens: February 4th, 30 pm

to <http://ebid.pisd.edu> and choose "Current Bids" to view the above bids/proposals. It will be for you to register with our ebid system before a bid. To do so, choose "supplier registration" mentioned and proceed accordingly.

It reserves the right to reject any or all bids/proposals to waive any formalities in bidding, except time

**TEXAS TOLLWAY AUTHORITY  
ADVERTISEMENT**

The Texas Tollway Authority (NTTA) will receive bids of qualifications at 5900 West Plano Parkway, Suite 75093; Suite 100 until Thursday, February 4, 2010 at 4:00 PM (CST), for the following project:

Project: 02806-NTT-00-PS-FI Traffic and Revenue Engineer for the NTTA

The T&R Engineer must have experience in transportation and toll applications in advising toll authorities, regarding traffic and revenue projections. Also, support of revenue-bond-financed turnpike projects and to render opinions as requested concerning traffic and revenue projections.

RFQ packets will be available by e-mailing Mr. Manuel Diaz at [bidpurchasing@ntta.org](mailto:bidpurchasing@ntta.org) beginning on Tuesday, January 21, 2010. A mandatory pre-proposal is scheduled for **Thursday, February 4, 2010 at 3:00 PM (CST) at the NTTA Main Office at 5900 West Plano Parkway, Plano, Texas 75093; Suite 100.**

All responses must be submitted in sealed envelope marked clearly with the project number and company name. No oral, telephoned, e-mailed or faxed bids will be considered. Late bids will not be considered and will be returned unopened. All rights reserved.

**1G3AV69Y5E9728546.**

The vehicle will be held for 41 days from the date of this notice, after that date the vehicle will be sold at public auction. The legal owner can reclaim the vehicle from Jordan Towing Inc 601 Digital Dr Plano, Texas 75075 972-380-6300.

**LEGAL NOTICE**

**Notice of Action of City of Plano Building Standards Commission Relative to Substandard Property Located at 1626 Laurel Lane, Collin County, Texas.**

In a regularly scheduled public meeting of the City of Plano Building Standards Commission held on January 20, 2010 the Commission determined the structure located at 1626 Laurel Lane Plano, Collin County, Texas to be a substandard structure in violation of Chapter 6 of City of Plano Code of Ordinances, and the Commission ordered that the owner of this property Ruth Rodger and occupants must vacate the property commencing at 8:00 am on January 25, 2010 and only be allowed access to the property between the hours of 8:00 a.m. to 8:00 p.m. to abate unsanitary conditions of filth/debris and to remove, replace or repair items noted on the deficiency list, and be given no more than thirty (30) days from the date this order is signed to bring all deficiencies into compliance with all applicable city codes and ordinances.

The Commission further determined that in the event the owner fails to comply with the terms of this order the City of Plano is authorized to take necessary steps to abate all interior unsanitary conditions, secure the structure, assess safety, and recover all incurred expenses by filing a lien against the property, and it is further ordered that if the owner does not comply with the terms of this order, other than the unsanitary conditions, in its entirety by February 22, 2010, the City of Plano is authorized to assess a civil penalty against the property owner of \$250.00 per day for each day that the property remains in violation up to one hundred and eighty (180) days

A complete copy of the Order of the City of Plano Building Standards Commission is on file in the office of the City Secretary for the City of Plano, Texas.

**NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL**

The Leadership Prep School is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in Frisco, Texas. Charter schools are public schools established by non profit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved:

**Name of the sponsoring entity proposing the charter school**  
 Leadership Prep School  
**Chief Executive Officer of the proposed school**  
 Shella Craft  
 Michelle Holland  
 Stacy Alton

**Proposed Location of the school**  
 8500 Teel Parkway  
 Frisco, Texas 75034

**Brief Description of the school**  
 Academic Excellence, Building Leaders, Character Development  
**Grade levels to be served**  
 K-12  
**Planned opening date**  
 Fall of 2011

A public forum will be held at Leadership Prep School on January 25, 2010 to receive public comments. Parents and community members are invited to attend. The public forum will begin at 6:30 pm. For additional information, please contact Leadership Prep Academy at 214-387-9833.

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress Austin, Texas 78701

**Star SERVICE  
DIRECTORY**

**972.422.SELL (7355)**

**Professionals**

# Leadership Prep School Contingencies

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## Community Support

APPROVED DURING CONTINGENCY PROCESS

The information in the charter application for Leadership Prep School concerning community support in regards to the published notice of public hearing on page 67: Our current 501(c)(3) for LPS and the current board members match the published public hearing notice. The published notice was advertised with the board members for the Leadership Prep School, Inc. 501(c)(3) that had been submitted to the IRS for approval. LPS did not receive the determination letter prior to the charter application deadline, therefore, LPS submitted the charter application under the existing Operation Celebration DBA Leadership Prep School 501(c)(3).

CHARTER SCHOOL  
RENEWAL  
2010 NOV 12 PM 3:06  
TEXAS EDUCATION AGENCY

**NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL**

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**Planned opening date**  
 Fall of 2011

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www.StarLocalNews.com

All unit prices must be stated in both script and figures. Electronic bids will not be accepted unless accompanied by a hard copy with the appropriate signatures. The Owner reserves the right to reject any or all bids and to waive any irregularities or formalities. In case of ambiguity or lack of clearness in stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause of rejection of any bid or bids.

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. Prevailing wage rate will be as established by the City of Frisco for this project.

There will be a mandatory pre-bid meeting on Tuesday, February 2, 2010 at 1:30 at Frisco Parks and Rec Building (6726 Walnut St. Frisco, Tx). Bid documents may be examined and obtained with a \$100.00 fee, at Studio 13 Design Group, 1740 Midway Rd, Lewisville, TX 75056 (469) 635-1900. Question deadline will be Friday, February 5 at 4:00pm. All questions must be submitted in email form addressed to [WHicks@friscotexas.gov](mailto:WHicks@friscotexas.gov).

**Legal Notice**

Application has been made with the Texas Alcoholic Beverage Commission for a Mix Beverage Permit with FBY Sakana Corporation dba Sakana Japanese Cuisine to be located at 6950 Lebanon Drive Suite #106 Frisco, Collin County, Texas. Officer of said corporation is Taro Ito, Director

State of Texas, to act as Surety.

All unit prices must be stated in both script and figures. The Owner reserves the right to reject any or all bids and to waive any irregularities or formalities. In case of ambiguity or lack of clearness in stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause of rejection of any bid or bids.

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. Prevailing wage rate will be as established by the City of Frisco for this project.

Instructions to Bidders, Bid Forms, Specifications, Plans and Contract Documents, etc., may be examined without charge at the Frisco Parks and Recreation Department Building at 6726 Walnut Street, Frisco, Texas 75034 (972) 292-6500, or obtained at JBI Partners, 16301 Quorum Drive, Suite 200 B, Addison, Texas 75001, (972) 248-7676 for an estimated non-refundable cost of \$100.00 per set.

**REQUEST FOR PROPOSALS**

Request for Proposals will be received for equipment, supplies and services to be purchased throughout the period of the contract in UNKNOWN quantities. Proposals can be obtained on the Frisco ISD website at: <http://www.friscotexas.org/inside/purchasing.htm> (click on bidding system) and will be received until

February 18, 2010 at 12:00 pm CST

RFP 405-0210

General Catalog Bid

Proposals will be opened publicly in the Administrative Annex Building and only the vendor names will be read aloud. Vendors may obtain proposal packets on line at the address above or by calling 469-633-6386. Frisco ISD reserves the right to waive any informality or to reject any or all proposals.

## **Attachment B**

**Public Hearing Synopsis**  
**Monday, January 25, 2010 – 6:30 PM**  
**Leadership Prep School**  
**8500 Teel Parkway, Frisco, Texas 75035**

Notice of the meeting was published in the Plano Star Courier on Thursday, January 21<sup>st</sup>, 2010, and in the Frisco Star Courier on Friday, January 22, 2010.

Sheila Craft opened the meeting and welcomed the public to the Forum. Mark Renfro, Chairman of the Leadership Prep School Taskforce, directed the meeting.

- The attendees were welcomed and introduced to the board.
- The term “charter school” was explained
  - What a charter school is
  - How charter schools are funded
  - How is the curriculum chosen
- Vision for the charter school was explained
  - LPS would be a Leadership School where students would be taught to Lead themselves before they lead others,
  - there would be a positive environment full of love , affirmation, academic excellence and character development.
- Parent Involvement was explained
  - Parents are partners with the school, in the classrooms, observing, helping, sharing
- Support was addressed
  - We have well over 1,000 signatures,
  - Letters of support from local businesses,
  - A letter from Ken Paxton, Texas House of Representatives District 70 expressing his support in our efforts to open LPS in 2011- 2012, along with his wish for our success and offer to assist us in this process.
  - LPS’s website was announced at [www.leadershipprepschool.com](http://www.leadershipprepschool.com)
- Key Dates and Achievements were explained
  - Long term goal is for grades K-12 LPS will start 2011 with K-4, two classes of 25 students and 1 aide per grade level and add a grade each year . The geographic area will include any district that touches Frisco, Texas.

Attending the public meeting: 24 community members and 7 Leadership Prep School board members.

Questions from the attendees:

1. How many classes will each grade level have?  
**A:** 2 classes of up to 25 students plus an aide, and 1 class for 4<sup>th</sup> grade.
2. Will the classes expand as the school grows?  
**A:** It will be demand driven and we will need to work with the space we have.
3. How will the curriculum be chosen?  
**A:** Region 10 outlines will be used. We will have rigorous academics administered by creative teachers who will offer lots of opportunities for enrichment as well as parental involvement.
4. For every charter school that opens 239 kids are denied. What is the enrollment process?

# Leadership Prep School Contingencies

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## Community Support

APPROVED DURING CONTINGENCY PROCESS

The information in the charter application for Leadership Prep School concerning community support in regards to the public hearing synopsis on page 70 was poorly summarized. There were seven Leadership Prep School task force members present, three of which were board members.

CHARTER SCHOOLS  
RECEIVED  
2010 NOV 12 PM 3:06  
TEXAS EDUCATION AGENCY

# Leadership Prep School Contingencies

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CHARTER SCHOOLS  
RECEIVED

2010 NOV 12 PM 3: 07

## Teacher to Student Ratio

LEARNER EDUCATION AGENCY

The information in the charter application for Leadership Prep School concerning the teacher to student ratio at the public hearing on page 70 was badly summarized. It should read: "Long term goal is for grades K-12; LPS will start in 2011 with grades K-4 having two classes for each grade level with 25 students each. We will add a grade each year..."

**APPROVED DURING CONTINGENCY PROCESS**

- A:** You enroll. If only 25 enroll they all get a spot. If 26 + apply all the names go into a lottery. The ones left go on a waiting list. When space opens that child fills that spot.
5. What are the dates for enrollment?  
**A:** Guidelines will be made and announced before enrollment.
6. What about siblings?  
**A:** If a sibling is in the other siblings automatically get in.
7. Do you have to reapply each year?  
**A:** Yes and No. If your child already attends you will have a chance to enroll for the next year before enrollment is opened to the public. If you are on a waiting list just make sure the school knows you want to remain on the list for the next year.
8. What is the selection process for the teachers?  
**A:** The principal is the primary recruiter. The Academic Superintendent and other administrators may be involved in the selection process. These people will distinguish/discern if the candidate is compatible with LPS's vision. The superintendent will make the final call.
9. Has a principal been named?  
**A:** No.
10. Will there be uniforms?  
**A:** Yes.
11. What is your vision for future expansion?  
**A:** Our future vision is to build a building on the property to house the school.
12. Will you have athletics?  
**A:** Yes.
13. Will our taxes in Frisco go up?  
**A:** No, they will just be redistributed.
14. Will you provide transportation/ buses?  
**A:** Not at this time.
15. What are the statistics comparing a charter school versus a public high school?  
**A:** We did not research this.
16. How much emphasis will be put on the ACT/ SAT tests?  
**A:** We want to prepare students for life not just for college. Academics will be strong however we want to graduate ethical people.
17. Will food be provided during the day?  
**A:** The children will bring their lunches.
18. What about children with food allergies?  
**A:** Food allergies will be addresses on an individual basis and the student will be provided with a safe protected environment to eat in.

The meeting ended at 7:07 PM with the board thanking attendees for coming and welcoming them to stay and visit if they had additional or more detailed questions.



## **Attachment C**

**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:

HAMPTON PREPARATORY  
506 E ROYAL LN  
IRVING, TX 75232

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Rachel Nguyen*  Agent  Addressee

B. Received by (Printed Name) *Rachel Nguyen* C. Date of Delivery *2-2*

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)

91 7108 2133 3934 7923 6951

Form 3811, August 2001

Domestic Return Receipt 2ACPRI-03-P-4081

**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:

SUMMIT INTERNATIONAL  
PREPARATORY  
606 E ROYAL LN  
IRVING, TX 76011

2. Article Number  
(Transfer from service label)

91 7108 2133 3934 7923 6845

PS Form 3811, August 2001

Domestic Return Receipt 102595-02-F-2

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Rachel Nguyen*  Agent  Addressee

B. Received by (Printed Name) *Rachel Nguyen* C. Date of Delivery *2-2*

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.

Article Addressed to:

LIFE SCHOOL  
50 S I-35 E  
DUNCAN, TX 75146

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Christine...*  Agent  Addressee

B. Received by (Printed Name) *Christine...* C. Date of Delivery *2-2-01*

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)

91 7108 2133 3934 7923 6913

Form 3811, August 2001

Domestic Return Receipt 2ACPRI-03-P-4081

**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:

RICHLAND COLLEGIATE HS OF  
MATH SCIENCE ENGINEERING  
12800 ABRAMS  
DALLAS, TX 75243

2. Article Number  
(Transfer from service label)

91 7108 2133 3934 7923 6869

PS Form 3811, August 2001

Domestic Return Receipt 102595-02-F-2

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Ranger...*  Agent  Addressee

B. Received by (Printed Name) *Ranger...* C. Date of Delivery *2-2-01*

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.

Article Addressed to:  
  
**RECONCILIATION ACADEMY**  
1411 N PEAK ST  
DALLAS, TX 75204

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Terina Miller*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
  
02/02/10

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:  
  
**ALLEN ISD**  
P O BOX 13  
ALLEN, TX 75002

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Terina Miller*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
  
2-4-10

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) **91 7108 2133 3934 7923 6876**

Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2883

2. Article Number  
(Transfer from service label) **91 7108 2133 3934 7923 6746**

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**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:  
  
**FRISCO ISD**  
5942 MAPLE ST  
FRISCO, TX 75034

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Laura Rountree*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
  
2-3-10

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:  
  
**ST ANTHONY SCHOOL**  
3732 MYRTLE STREET  
DALLAS, TX 75215

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Cariba Webb*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
  
2/3/10

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) **91 7108 2133 3934 7923 6722**

Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2883

2. Article Number  
(Transfer from service label) **91 7108 2133 3934 7923 6852**

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**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:  
  
**THE LEGENDS ACADEMY**  
P O BOX 1097  
DENTON, TX 76201

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Cassandra Berry*  Agent  Addressee  
B. Received by (Printed Name) *Cassandra Berry* C. Date of Delivery *2-2-10*

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) **91 7108 2133 3934 7923 6838**  
Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2883

**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:  
  
**PEAK PREPARATORY SCHOOL**  
606 E ROYAL LN  
IRVING, TX 75204

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Rachel Nguyen*  Agent  Addressee  
B. Received by (Printed Name) *Rachel Nguyen* C. Date of Delivery *2-2*

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  
(Transfer from service label) **91 7108 2133 3934 7923 6883**  
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**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:  
  
**NORTH HILLS PREPARATORY SCHOOL**  
506 E ROYAL LANE  
IRVING, TX 75039

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Rachel Nguyen*  Agent  Addressee  
B. Received by (Printed Name) *Rachel Nguyen* C. Date of Delivery *2-2*

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) **91 7108 2133 3934 7923 6890**  
Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

**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:  
  
**WINFREE ACADEMY CHARTER SCHOOLS**  
6221 RIVERSIDE DR STE 110  
IRVING, TX 75039

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Ray D. Meppin*  Agent  Addressee  
B. Received by (Printed Name) *Ray D. Meppin* C. Date of Delivery *2-2*

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  
(Transfer from service label) **91 7108 2133 3934 7923 6777**  
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**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 BLVD  
IRVING, TX 75062

Article Number

(Transfer from service label)

91 7108 2133 3934 7923 6807

Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-4081

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
*X Hudson*

B. Received by (Printed Name) C. Date of Delivery  
23

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:

EDUCATION CENTER  
INTERNATIONAL ACADEMY  
2422 N JUPITER RD  
GARLAND, TX 75044

2. Article Number

(Transfer from service label)

91 7108 2133 3934 7923 6982

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-40

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Address  
*X W. Davis*

B. Received by (Printed Name) C. Date of Delivery  
W. Davis 2-3-10

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.

Article Addressed to:

LEWISVILLE ISD  
P O BOX 217  
LEWISVILLE, TX 75028

Article Number

(Transfer from service label)

91 7108 2133 3934 7923 6715

Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2883

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
*X Carlos Moreno*

B. Received by (Printed Name) C. Date of Delivery  
Carlos Moreno 2-2-10

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:

TRINITY BASIN PREPARATORY  
P O BOX 5129  
DALLAS, TX 75203

2. Article Number

(Transfer from service label)

91 7108 2133 3934 7923 6814

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Address  
*X [Signature]*

B. Received by (Printed Name) C. Date of Delivery  
2-2-10

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.

Article Addressed to:

MCKINNEY ISD  
#1 DUVALL ST  
MCKINNEY, TX 75069

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Hanna*  Agent  Addressee

B. Received by (Printed Name) *Debbi Hanna* 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)

91 7108 2133 3934 7923 6692

Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2883

**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:

EDUCATION CENTER  
100 E PARK STE A  
LITTLE ELM, TX 75068

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*M Bewley*  Agent  Addressee

B. Received by (Printed Name) *M Bewley* C. Date of Delivery *2/02/10*

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  
(Transfer from service label)

91 7108 2133 3934 7923 6999

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2

**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:

MANARA ACADEMY  
40 S HEARTZ  
COPPELL, TX 75019

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Anni Olysa*  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

Article Number  
(Transfer from service label)

91 7108 2133 3934 7923 6906

Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-4081

**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:

LITTLE ELM ISD  
500 LOBO LN  
LITTLE ELM, TX 75068

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*John Shipley*  Agent  Addressee

B. Received by (Printed Name) *John Shipley* C. Date of Delivery *02/02/10*

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  
(Transfer from service label)

91 7108 2133 3934 7923 6708

PS Form 3811, August 2001

Domestic Return Receipt

07

**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:

EVOLUTION ACADEMY CHARTER SCHOOL  
1101 S SHERMAN ST  
RICHARDSON, TX 75081

Article Number  
(Transfer from service label)

Form 3811, August 2001 Domestic Return Receipt

**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

91 7108 2133 3934 7923 6975

2ACPRI-03-P-4081

**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  
PLANO, TX 75075

2. Article Number  
(Transfer from service label)

PS Form 3811, August 2001 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *[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

91 7108 2133 3934 7923 6685

102595-02-F-2

**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:

RESPONSIVE EDUCATION SOLUTIONS  
P O BOX 292730  
LEWISVILLE, TX 75057

Article Number  
(Transfer from service label)

Form 3811, August 2001 Domestic Return Receipt

**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

91 7108 2133 3934 7923 6760

102595-02-F-2883

**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:

PROSPER ISD  
P O BOX 100  
PROSPER, TX 75078

2. Article Number  
(Transfer from service label)

PS Form 3811, August 2001 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *[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

91 7108 2133 3934 7923 6678

2ACPRI-03-P-404

**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:  
  
HARMONY SCIENCE ACAD (FORT WORTH)  
5651 W CREEK DR  
FORT WORTH, TX 76133

Article Number  
(Transfer from service label) 91 7108 2133 3934 7923 6944

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
x *M Ramirez*  Agent  Addressee  
B. Received by (Printed Name) *M Ramirez* C. Date of Delivery *2/2*

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:  
  
WESTLAKE ACADEMY CHARTER SCHOOL  
2600 OTTINGER RD  
WESTLAKE, TX 76262

2. Article Number  
(Transfer from service label) 91 7108 2133 3934 7923 6791

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Kyler Seder*  Agent  Addressee  
B. Received by (Printed Name) *K Seder* C. Date of Delivery *2/2/10*

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.

Article Addressed to:  
  
JEAN MASSIEU ACADEMY  
323 N CENTER ST  
ARLINGTON, TX 76011

Article Number  
(Transfer from service label) 91 7108 2133 3934 7923 6920

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
x *May Contreras*  Agent  Addressee  
B. Received by (Printed Name) *M. Contreras* C. Date of Delivery *2/2/10*

D. Is delivery address different from item 1?  Yes  No  
if YES, enter delivery address below:  
*323 N. Center  
Arlington, TX 76011*

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:  
  
TREETOPS SCHOOL INTERNATIONAL  
12500 S PIPELINE RD  
EULESS, TX 76040

2. Article Number  
(Transfer from service label) 91 7108 2133 3934 7923 6821

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-286

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
x *J. Brooks*  Agent  Addressee  
B. Received by (Printed Name) *Jesh Brooks* C. Date of Delivery *2/2*

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.

Article Addressed to:  
  
HONORS ACADEMY  
4300 MACARTHUR AVE STE 160  
DALLAS, TX 75209

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Sam Lepriato*  Agent  Addressee

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

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:  
  
DENTON ISD  
1307 N LOCUST ST  
DENTON, TX 76201

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Gloria Glass*  Agent  Addressee

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

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) **91 7108 2133 3934 7923 6937**  
PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

2. Article Number  
(Transfer from service label) **91 7108 2133 3934 7923 6739**  
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2

**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:  
  
WILLIAMS PREPARATORY  
306 E ROYAL LN  
IRVING, TX 75235

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Rachel Nguyen*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Rachel Nguyen* *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:  
  
FOCUS LEARNING ACADEMY  
2524 W LEDBETTER DR  
DALLAS, TX 75233

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Lanson Aleman*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Lanson Aleman* *2-2-10*

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) **91 7108 2133 3934 7923 6784**  
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-F-2883

2. Article Number  
(Transfer from service label) **91 7108 2133 3934 7923 6968**  
PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-40

**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:

RADIANCE ACADEMY OF  
LEARNING  
9150 FM 78 STE 7  
CONVERSE, TX 78109

Article Number  
(Transfer from service label)

91 7108 2133 3934 7923 6753

Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2883

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Nancy Kotzue*  Agent  
 Addressee

B. Received by (Printed Name) *Nancy Kotzue* C. Date of Delivery *2/3/10*

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.

Article Addressed to:

SOUTHWEST SCHOOL  
333 BERING DR, STE 200  
HOUSTON, TX 77057

Article Number  
(Transfer from service label)

91 7108 2133 3934 7923 6661

Form 3811, August 2001

Domestic Return Receipt

102595-02-F-2883

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Cynthia*  Agent  
 Addressee

B. Received by (Printed Name) *Cynthia* C. Date of Delivery *02/05/10*

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

## **Attachment D**

W

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

Check all that apply:

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

Full Name of Sponsoring Entity Operation Celebration dba Leadership Prep School

Full Name of Proposed Charter School Leadership Prep 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) Stacy Dawn Alton

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): Bottoms

Other names used at any time: N/A

3. Current home address: 8043 Staley Drive, Frisco, TX 75034

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

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

4. Current home telephone number. 214-618-0883

5. Education: Dates, Names, Locations and Degrees

College: 1988 - 1993 East Central University, Ada, OK Bachelor of Science

Graduate Studies: 1996 - 1997 City University, Bellevue, WA Master of Education

Others: N/A

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

Washington Education Association; Washington Association for Career and Technical Education; National Association of Realtors; Collin County, TX Association of Realtors; American Association of Family and Consumer Sciences

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

2007-2009 Keller Williams Realty - Realtor - 4783 Preston Road, Ste. 100, Frisco, TX 75034  
2007-2008 Frisco ISD - Substitute Teacher 6942 Maple Street, Frisco, TX 75034  
1994-2006 Elma High School - Teacher, Health and Fitness 1235 Monte-Elma Rd., Elma WA 98541

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 including dates, charter schools/charter holders, addresses and positions held:

N/A

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

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:

State of Washington Education Certificate: Issued July 2003, Washington Superintendent of Public Instruction: Expired June 2009; Reason for termination - did not reapply due to change in residence.  
State of Washington Career and Technical Education Certificate: Issued July 2003, Washington Superintendent of Public Instruction: Expired June 2009; Reason for termination - did not reapply due to change in residence.  
Real Estate Salesperson License: Issued October 2007, Texas Real Estate Commission: License expires October 2011

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

Yes  No

If yes, give details:

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

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

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

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

Yes  No

If so, give details:

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

Yes  No

If so, give details:

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

Yes  No

If so, give details:

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

Number of times adjudged bankrupt: One (1)

Date of each bankruptcy judgment: August, 2000

Description of the circumstances surrounding each bankruptcy:  
Divorce and separation of households

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 22nd day of February, 2010.  
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.

Stacy Alton  
(Signature of Affiant)

VERIFICATION

State of Texas

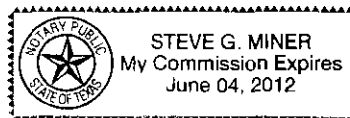
County of Denton

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

Subscribed and sworn to before me this 22nd day of February, 2010

(Notary Public)

(SEAL)



My commission expires 6/4/12

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

**Check all that apply:**

Member of the governing body of the sponsoring entity

Member of the governing body of the charter school

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

Full Name of Sponsoring Entity Operation Celebration dba Leadership Prep School

Full Name of Proposed Charter School Leadership Prep 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) Keith Allen Craft

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: 2 Southern Hills Court, Frisco, TX 75034

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

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

4. Current home telephone number: 972-877-1080

5. Education: Dates, Names, Locations and Degrees

College: 1978 - 1982 Evangel University, Springfield, MO; B.A. Communication and minor Biblical Studies

Graduate Studies: N/A

Others: N/A

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

N/A
-----



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

2000-present  
Celebration Covenant Church  
8500 Teel Parkway  
Frisco, TX 75034  
Senior Pastor

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

Keith Craft Association, Leadership Shapers Institute

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

N/A

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

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 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

Yes  No

If yes, give details:

N/A

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

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

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

N/A

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

Yes  No

If so, give details:

Sheila Craft, spouse

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

Yes  No

If so, give details:

N/A

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

Yes  No

If so, give details:

N/A

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

Number of times adjudged bankrupt:

N/A

Date of each bankruptcy judgment:

N/A

Description of the circumstances surrounding each bankruptcy:

N/A

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

Yes  No

If so, give details:

N/A

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
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.

*Keith A. Craft*  
(Signature of Affiant)

VERIFICATION

State of Texas

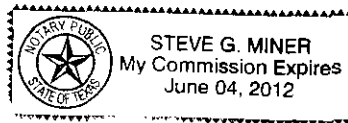
County of Denton

On this day, Keith A. Craft (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 29th day of February, 2010

*Steve G. Miner*  
(Notary Public)

(SEAL)



My commission expires 6/4/12

11

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

Check all that apply:

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

Full Name of Sponsoring Entity Operation Celebration dba Leadership Prep School

Full Name of Proposed Charter School Leadership Prep 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) Sheila Gaye Craft

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): Wood

Other names used at any time: N/A

3. Current home address: 2 Southern Hills Court, Frisco, TX 75034

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

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

4. Current home telephone number: 214-837-8096 (cell)

5. Education: Dates, Names, Locations and Degrees

College: 1978-1982 Evangel University, Springfield, MO B.S. in Elementary Education, minor in Learning Disabilities

Graduate Studies: N/A

Others: N/A

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

N/A
-----

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

2000-2010 Lead Pastor  
2000-2005 Director of Children  
Elevate Life Church, 8500 Teel Parkway, Frisco, TX 75034

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

Leadership Shapers Institute  
Keith Craft Association

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

N/A

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

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:

**Degree: BSE 1982**  
**MO Department of Elementary and Secondary Education:**  
**Learning Disabled - K-12, Lifetime certificate issued 10/1/1984, no expiration date.**  
**Elementary Education - 1-8 grade, Lifetime certificate issued 10/1/1984, no expiration date.**

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

Yes  No

If yes, give details:

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

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

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

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

Yes  No

If so, give details:

Keith Allen Craft

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]

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 bankrupt, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

Yes  No

If so, give details:

[Empty box for details]

Dated and signed this 22nd day of February, 2010  
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.

*Sheila Craft*  
(Signature of Affiant)

VERIFICATION

State of Texas

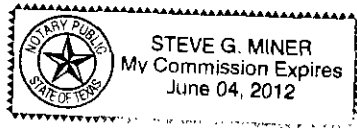
County of Denton

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

Subscribed and sworn to before me this 22nd day of February, 2010

*[Signature]*  
(Notary Public)

(SEAL)



My commission expires 6/4/12

J

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

Check all that apply:

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

Full Name of Sponsoring Entity Operation Celebration dba Leadership Prep School

Full Name of Proposed Charter School Leadership Prep 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) Charles David Stroud

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: 2919 Blackstone Drive, Frisco, TX 75034

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

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

4. Current home telephone number: 972-377-9544

5. Education: Dates, Names, Locations and Degrees

College: 1984 - 1989 William Jewell College, Liberty, MO; B.S. Accounting, emphasis in Economics

Graduate Studies: 2003 - 2006 University of Dallas, Irving, TX; Graduate studies - emphasis in Business

Others: 2007, 2008 IMD University, Lausanne, Switzerland; Executive Education - emphasis in Business

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

Society for Human Resources Professionals Dallas Human Resource Management Association Human Resources Planning Society
---



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

2001 to present  
Lee Hecht Harrison, LLC  
15301 Dallas Parkway, Addison, TX 75001  
Senior Vice President, Managing Director

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 including dates, charter schools/charter holders, addresses and positions held:

N/A

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

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 10 years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked?

Yes  No

If yes, give details:

N/A

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school?

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

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

N/A

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

Yes  No

If so, give details:

N/A

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

Yes  No

If so, give details:

N/A

16. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

Yes  No

If so, give details:

N/A

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

Number of times adjudged bankrupt: N/A

Date of each bankruptcy judgment: N/A

Description of the circumstances surrounding each bankruptcy:  
N/A

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

Yes  No

If so, give details:  
N/A

Dated and signed this 24<sup>th</sup> day of February, 2010  
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.

*Charles David Stroud*  
(Signature of Affiant)

VERIFICATION

State of Texas

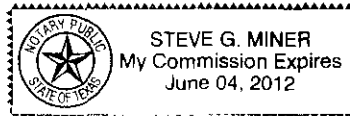
County of Denton

On this day, Charles David Stroud (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 24<sup>th</sup> day of February, 2010

*[Signature]*  
(Notary Public)

(SEAL)



My commission expires 6/4/12

## **Attachment E**

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

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

DEPARTMENT OF THE TREASURY

Date: **AUG 23 2005**

OPERATION CELEBRATION INC  
8500 TEEL PKY  
FRISCO, TX 75034

Employer Identification Number:  
91-2192284  
DLN:  
17053046039035  
Contact Person:  
JOHN J MCGEE ID# 31169  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 10, 2003  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2008

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. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

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

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

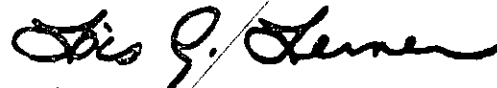
-2-

OPERATION CELEBRATION INC

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

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 1045 (DO/CG)

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

DEPARTMENT OF THE TREASURY

Date:

LEADERSHIP PREP SCHOOL  
C/O JOSEPH E HOFFER  
517 SOLEDAD STREET  
SAN ANTONIO, TX 78205

Employer Identification Number:  
27-1616131

DLN:  
17053021310010

Contact Person:  
TERRY IZUMI

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
October 31

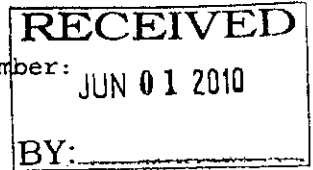
Public Charity Status:  
509(a)(2)

Form 990 Required:  
Yes

Effective Date of Exemption:  
January 5, 2010

Contribution Deductibility:  
Yes

Addendum Applies:  
No



ID# 95048

APPROVED DURING CONTINGENCY PROCESS

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 Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.


Letter 947 (DO/CG)

LEADERSHIP PREP SCHOOL

**APPROVED DURING CONTINGENCY PROCESS**

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

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC



## **Attachment F**

ARTICLES OF INCORPORATION  
OF  
OPERATION CELEBRATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
APR 10 2003  
Corporations Section

The Board of Directors has adopted the following Articles of Incorporation of (referred to as the "Corporation") pursuant to the provisions of the Texas Non-Profit Corporation Act (referred to as the "Act"):

ARTICLE 1

NAME

The name of the Corporation is **OPERATION CELEBRATION, INC.**

ARTICLE 2

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation. Upon dissolution, all Corporation assets shall be distributed to an organization qualified as exempt from taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), that serves similar purposes as the Corporation. Upon dissolution, all Corporation assets shall be distributed to an organization that is exempt from federal income taxes under Section 501(c)(3) of the Code, that serves similar purposes as the Corporation to receive the remaining assets.

ARTICLE 3

DURATION

The Corporation shall continue in perpetuity.

ARTICLE 4

PURPOSES

The purposes for which the Corporation is organized are to perform religious, charitable and educational activities within the meaning of Section 501(c)(3) of the Code. The Corporation pledges that all its assets will be used exclusively for its exempt purposes.

## ARTICLE 5

### POWERS

Except as otherwise provided in these Articles of Incorporation, the Corporation shall have all of the powers provided in the Act. Moreover, the Corporation shall have all implied powers necessary and proper to carry out its express powers. The Corporation may pay reasonable compensation to officers for services rendered to or for the Corporation in furtherance of one or more of its purposes set forth above.

## ARTICLE 6

### RESTRICTIONS AND REQUIREMENTS

The Corporation shall not pay dividends or other corporate income to its officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall have no power to take any action prohibited by the Act. The Corporation shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Section 501(c)(3) of the Code, the Treasury Regulations promulgated thereunder, and/or any related Internal Revenue Service ("IRS") pronouncements. The Corporation shall have no power to take any action that would be inconsistent with the requirements for receiving charitable contributions which are tax deductible under Section 170(c)(2) of the Code, the Treasury Regulations promulgated thereunder, and/or any related IRS pronouncements. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation shall have no power to:

1. 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 Code, the Treasury Regulations promulgated thereunder, and/or any related IRS pronouncements, except to an insubstantial degree.

1. Serve a private interest other than one that is clearly incidental to an overriding public interest.

2. Devote any part of its activities to attempting to influence legislation by propaganda or otherwise.

3. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include the publishing or distributing of statements and any other direct or indirect campaign activities.

4. Have objectives that characterize it as an "action organization" as defined by the Code, the Treasury Regulations promulgated thereunder, and/or any related IRS pronouncements.

5. Distribute its assets on dissolution other than described herein.
6. Permit any part of the net earnings of the Corporation to inure to the benefit of any private individual.
7. Carry on an unrelated trade or business except as a secondary purpose related to the Corporation's primary, exempt, purposes.

## ARTICLE 7

### MEMBERS

The Corporation shall have no members.

## ARTICLE 8

### REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is -15264 Preston Road, Frisco, Texas 75034. The name of the registered agent at this office is Scott Unclebach. The board of directors may change the registered office and registered agent in its discretion.

## ARTICLE 9

### MANAGEMENT VESTED IN BOARD OF DIRECTORS

The management of this corporation is vested in a board of directors. The board of directors may elect officers as allowed in the Bylaws.

## ARTICLE 10

### LIMITATION ON LIABILITY OF DIRECTORS AND OFFICERS

A director or officer is not liable to the Corporation for monetary damages for an act or omission in the director's or officer's capacity except to the extent otherwise provided by a statute of the State of Texas.

## ARTICLE 11

### INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was an officer or other person related to the Corporation as provided by the provisions in the Act

Page 3 of 5

governing indemnification. As provided in the Bylaws, the directors shall have the power to define the requirements and limitations for the Corporation to indemnify officers or others related to the Corporation.

## ARTICLE 12

### CONSTRUCTION

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

## ARTICLE 13

### INCORPORATOR AND INITIAL DIRECTORS

The name and street address of each initial director is:

Keith Craft  
2 Southern Hills Court  
Frisco, TX 75034

Shelia Craft  
2 Southern Hills Court  
Frisco, TX 75034

Kim Vilhauer  
6425 Lone Grove Court  
Frisco, TX 75034

Gina Tomaseski  
104 Oak Glenn Court  
Prosper, TX 75078

All future directors will be elected in the manner described in the Bylaws.

The Incorporator is Keith A. Craft, 2 Southern Hills Court, Frisco, Texas 75034.

## ARTICLE 14

### ACTION BY WRITTEN CONSENT

Action may be taken by use of signed written consents by the number of members, officers, directors, or other such persons entitled to vote whose vote would be necessary to take

Page 4 of 5

action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by less than all of the officers, directors, or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within sixty (60) days after the date of the earliest dated consent delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents but were eligible to vote on that matter. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that the written consent procedures have been properly followed. A telegram, telex, cablegram, electronic mail (e-mail), or similar transmission by a director, officer, or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the director, officer, or committee member.

I execute these Articles of Incorporation on the 7<sup>th</sup> day of ~~February~~ March 2003. IN WITNESS WHEREOF, the undersigned certifies as to the truth of the facts stated therein this 7<sup>th</sup> day of March, 2003.

  
\_\_\_\_\_  
Keith A. Craft, Incorporator

Form 802  
(revised 09/05)

This space reserved for filing office use.



Return in Duplicate to:  
Secretary of State  
P.O. Box 12028  
Austin, TX 78711-2028  
Phone: 512/475-2705  
FAX: 512/463-1423  
Dial: 7-1-1 for Relay Services  
Filing Fee: See Instructions

9.01 Report  
Pursuant to Article 1396-9.01,  
Texas Non-Profit Corporation Act

FILED in the Office of the  
Secretary of State of Texas

FEB 24 2010

Corporations Section

File Number: 800193161

- 1. The corporation name is: Operation Celebration, Inc.
- 2. It is incorporated under the laws of: (set forth state or foreign country) Texas
- 3. The name of the registered agent is:  
 A. The registered agent is a corporation (cannot be corporation named above) by the name of:

OR

- B. The registered agent is an individual resident of the state whose name is:

Scott		Unclebach		
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>State</i>	<i>Suffix</i>

- 4. The registered office address, which is identical to the business office address of the registered agent in Texas, is: (use street or building address; see instructions)

8500 Teel PKWY		Frisco	TX	75034
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

- 5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>
----------------------------------	-------------	--------------	-----------------	----------------

- 6. The names and addresses of all directors of the corporation are: (A Texas corporation must have at least 3 directors.)  
(If additional space is needed, include the information as an attachment to this form for item 6.)

Keith		Craft		
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>State</i>	<i>Suffix</i>
8500 Teel PKWY		Frisco	TX	75034 USA
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

Sheila		Craft		
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>State</i>	<i>Suffix</i>
8500 Teel PKWY		Frisco	TX	75034 USA
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

Stacy		Alton		
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>State</i>	<i>Suffix</i>
8500 Teel PKWY		Frisco	TX	75034 USA
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

7. The names, addresses, and titles of all officers of the corporation are: (A Texas corporation must include a president and a secretary and the same person cannot hold both offices)

(If additional space is needed, include the information as an attachment to this form for item 7.)

Stacy					Alton		Officer Title	
							President	
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>					
8500 Teel PKWY		Frisco		TX	75034	USA		
<i>Street or Mailing Address</i>			<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>		

Keith					Craft		Officer Title	
							Vice-President	
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>					
8500 Teel PKWY		Frisco		TX	75034	USA		
<i>Street or Mailing Address</i>			<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>		

David					Stroud		Officer Title	
							Secretary	
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Suffix</i>					
8500 Teel PKWY		Frisco		TX	75034	USA		
<i>Street or Mailing Address</i>			<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>		

**Execution:**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 2/24/2010

*Stacy Alton*  
Signature of authorized officer

Line 6 Continuation:

David Stroud  
8500 Teel PKWY  
Frisco, TX 75034 USA

Line 7 Continuation:

Sheila Craft - Treasurer  
8500 Teel PKWY  
Frisco, TX 75034 USA



OPERATION CELEBRATION, INC.  
MINUTES OF A SPECIAL MEETING  
OF THE  
BOARD OF DIRECTORS

A special meeting of the Board of Directors of Operation Celebration, Inc., a Texas nonprofit religious corporation, was held on the 24<sup>th</sup> day of February, 2010, at the corporate offices pursuant to the Bylaws of the ministry. Present, either in person, by conference telephone, or by consent to these Minutes, were the following directors:

Keith Craft  
Sheila Craft  
Kim Jones  
Darlene Unclebach

being all of the directors of the corporation and constituting a quorum for the transaction of corporate business. Each of the above directors waived notice of the time, place, and purpose of the meeting.

At 9:00 A.M., the meeting was called to order by Keith Craft, who chaired the meeting.

**NEW BUSINESS**

Keith Craft introduced an item of new business, namely the election of new officers and directors of the corporation. Upon a motion duly made, seconded, and unanimously carried, the directors adopted the following preamble and resolution:

**WHEREAS**, the following are the current directors of the ministry:

Keith Craft  
Sheila Craft  
Kim Jones  
Darlene Unclebach

**WHEREAS**, the following are the current officers of the ministry:

President: Keith Craft  
Vice-President: Sheila Craft  
Secretary: Scott Unclebach  
Treasurer: Scott Unclebach

**RESOLVED**, that the following are the new Board of Directors of Operation Celebration, Inc. until the next annual meeting of the Board of Directors, or until their successors are appointed and qualified:

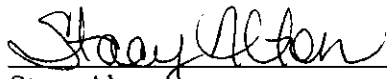
Stacy Alton  
Keith Craft  
Sheila Craft  
David Stroud

**RESOLVED**, that the following are the new officers of Operation Celebration, Inc. until the next annual meeting of the Board of Directors, or until their successors are appointed and qualified:


President:	Stacy Alton
Vice-President:	Keith Craft
Secretary:	David Stroud
Treasurer:	Sheila Craft


**ADJOURNMENT OF MEETING**

There being no further business to come before the meeting, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.

  
\_\_\_\_\_  
Stacy Alton

  
\_\_\_\_\_  
Keith Craft

  
\_\_\_\_\_  
Sheila Craft

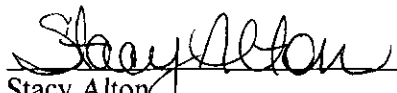
  
\_\_\_\_\_  
David Stroud

OPERATION CELEBRATION, INC.  
CERTIFICATE OF DIRECTORS' CONSENT TO  
AUTHORIZE SIGNATORY ON CORPORATE DOCUMENTS


The Board of Directors of Operation Celebration, Inc., a duly acting and constituted nonprofit corporation organized under the laws of the State of Texas, do hereby certify that the following resolutions of the Board of Directors of the Corporation were adopted on the 24<sup>th</sup> day of February, 2010:

RESOLVED, that any and all corporate agreements and documents may be signed and entered into by the President, Stacy Alton, as a designated officer of the corporation for such purpose;

In witness whereof, we, the undersigned Board of Directors have executed this Certificate of Director's Consent on this 24<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Stacy Alton

  
\_\_\_\_\_  
Keith Craft

  
\_\_\_\_\_  
Sheila Craft

  
\_\_\_\_\_  
David Stroud



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Leadership Prep School  
File Number: 801214090

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/05/2010

APPROVED DURING CONTINGENCY PROCESS

Effective: 01/05/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

APPROVED DURING CONTINGENCY PROCESS

CERTIFICATE OF FORMATION  
OF  
LEADERSHIP PREP SCHOOL

FILED  
In the Office of the  
Secretary of State of Texas

IAN 05 2010

Corporations Section

The undersigned natural person, of the age of eighteen (18) years or more, acting as organizer of a Corporation under the Texas Business Organizations Code, adopts the following Certificate of Formation.

ARTICLE I

The name of the corporation is Leadership Prep School. The filing entity being formed is a non-profit corporation. The period of its duration is perpetual.

ARTICLE II

The business address of the registered office of the corporation is 8500 Teel Parkway, Frisco, Texas, 75034 and the name of its registered agent at such address is Sheila Craft.

ARTICLE III

The number of directors of the corporation, which shall constitute its Board of Directors and the governing body of the corporation, shall be fixed by or as provided in the Bylaws of the corporation. Until changed by or as provided in the Bylaws, the number of directors shall be no fewer than three and no more than five. The current Directors are:

1. Sheila Craft, 8500 Teel Parkway, Frisco, Texas, 75034
2. Michelle Holland, 8500 Teel Parkway, Frisco, Texas 75034
3. Stacy Alton, 8500 Teel Parkway, Frisco, Texas 75034

ARTICLE IV

The corporation shall have no members.

ARTICLE V

The corporation is organized exclusively for charitable and educational purposes, including for such purposes the making of distributions to organizations that qualify as tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code. In particular, the corporation is organized to educate, train and prepare individuals to function well in society and to provide educational opportunities and experiences. The Corporation shall also seek to own and operate an Open-Enrollment Charter School (the "School") as provide under the Texas Education Code for the benefit of students in Texas, providing such students with education opportunity and

## **APPROVED DURING CONTINGENCY PROCESS**

programs as it deems appropriate in furtherance of the purposes set forth in this Certificate of Formation.

The corporation is organized to have and exercise all rights and powers conferred upon non-profit corporations under the laws of the State of Texas, or which may hereafter be so conferred, in order to promote charitable and educational activities.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its officers, directors or other private persons, except that the corporation, in accordance with applicable law, shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation set forth in these Articles herein. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision hereof, 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 of 1986, or the corresponding provision of any future federal tax code, or (b) by any corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code.

### **ARTICLE VI**

All money and other assets owned or controlled by the corporation, wherever derived, shall be devoted for use in performing the charitable and educational functions of the corporation solely through the furthering of the primary purposes of the corporation.

Except as otherwise required by applicable state or federal law, upon dissolution or liquidation of this corporation, and after payment of all debts and satisfaction of all liabilities and obligations of the corporation (or making adequate provision therefore), and after the return, transfer, or conveyance of all assets requiring return, transfer, or conveyance thereof because of the dissolution or liquidation of the corporation, any remaining assets of this corporation shall be distributed to charitable or educational organizations that would then qualify as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, as determined by the Board of Directors of the corporation.

### **ARTICLE VII**

The name and street address of the organizer is **Sheila Craft, 8500 Teel Parkway, Frisco, Texas 75034.**

## APPROVED DURING CONTINGENCY PROCESS

### ARTICLE VIII

This certificate shall be effective on the date filed with the Secretary of State of Texas.

### ARTICLE IX

The initial Bylaws of the corporation shall be adopted by its Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in its Board of Directors.

### ARTICLE X

To the fullest extent permitted by applicable law, a director of this corporation shall not be liable to the corporation or its members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found liable for:

- (a) a breach of a director's duty of loyalty to the corporation;
- (b) 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;
- (c) 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
- (d) an act or omission for which the liability of a director is expressly provided by applicable law.

### ARTICLE XI

The corporation shall indemnify any person who (i) is or was a director, officer, employee, or agent of the corporation, or (ii) while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, trustee, employee, agent, or similar functionary of another foreign or domestic non-profit corporation, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Texas Business Organizations Code as now written, or as hereafter amended, but only to the extent permitted for (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code, and (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provision of any future federal tax code.

APPROVED DURING CONTINGENCY PROCESS

ARTICLE XII

Except as otherwise provided in the Bylaws of the corporation, this Certificate of Formation may be altered, amended, or repealed only as provided in the Texas Business Organizations Code, as presently written or hereafter amended.

Dated Dec 31, 2009.

LEADERSHIP PREP SCHOOL

By: Sheila Craft  
Sheila Craft, Organizer



## **Attachment G**

**COPYRIGHT MATERIAL**

21 pages have been withheld

**PLEASE NOTE:** The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to [accred@tea.state.tx.us](mailto:accred@tea.state.tx.us) to schedule an appointment.

**APPROVED DURING CONTINGENCY PROCESS**

**BY LAWS OF LEADERSHIP PREP SCHOOL**

WHEREAS, the initial Board of Directors of LEADERSHIP PREP SCHOOL (the "Corporation") caused to be filed with the Texas Secretary of State a Certificate of Incorporation for the organization of the Corporation NOW, THEREFORE:

BE IT RESOLVED by the Board of Directors of the Corporation, that these Bylaws will govern its affairs in pursuit of its declared purposes.

**PREAMBLE**

**CORPORATE PURPOSE, OBJECTIVES AND DEDICATION OF ASSETS**

The Corporation shall submit an application with the State of Texas to own and operate an Open-Enrollment Charter School (the "School") as provided under the Texas Education Code for the benefit of students in Texas, providing educational opportunities, programs and such other functions as it deems appropriate in furtherance of the purposes as provided in the Articles of Incorporation. This Corporation is formed for charitable and educational purposes, and it will be nonprofit and nonpartisan. No substantial part of the activities of the Corporation will consist of the publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate of public office. The Corporation will not engage in any activities or exercise any powers that are not in furtherance of the charitable and educational purposes described in the Certificate of Incorporation.

The properties and assets of the Corporation are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise shall inure to the benefit of any private person, or any director or officer of this Corporation. On liquidation or dissolution, all properties, assets and obligations will be distributed or paid over to an organization dedicated to charitable and educational purposes that is tax-exempt pursuant to Internal Revenue Code Section 501(c)(3) as amended or as otherwise required by state and federal law.

The Corporation, in all its activities and programs, shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability or any other prohibited manner.

**ARTICLE ONE**

**NAME, OFFICE AND SEAL**

1.01 NAME: The name of the Corporation is "LEADERSHIP PREP SCHOOL."

1.02 OFFICE: The principal office of the Corporation will be located at 8500 Teel Parkway, Frisco, Texas 75034.

1.03 SEAL: The corporate seal of the Corporation will be inscribed with the Corporation name and year and place of its incorporation.

## ARTICLE TWO MEETINGS

2.01 REGULAR MEETINGS: Regular meetings of the Board of Directors will be held as needed to conduct business and in accordance with Article 2.04 herein. Meetings shall be held at a time and location selected by the Board and in accordance with state law. The primary purpose of the meetings will be to review the performance of the Corporation for the current fiscal year, to plan the program and activities of the Corporation for the next fiscal year, and to transact any other business as may properly come before the Board of Directors.

2.02 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called for any purpose not otherwise prescribed by stature, regulation, grant or loan condition or the Articles of Incorporation, by the Chairman, or by any two Directors, to transact any business described in the call for the special meetings. The notice for a special meeting must be provided in accordance with Article 2.04 herein.

2.03 ANNUAL MEETINGS: Annual meetings of the Board will be held in the month of June or as soon thereafter as practical, at a time and location selected by the Board. The primary purpose of the annual meeting will be to review the performance of the Corporation for the current fiscal year, to plan the operations and activities of the Corporation for the next fiscal year, to elect officers of the Corporation, and to transact any other business as may properly come before the Board of Directors.

2.04 MEETINGS: Upon approval of the Corporation's application for an Open-Enrollment Charter, meetings shall be conducted in accordance with provisions of the Texas Education Code, and the Board of Directors shall be subject to the requirements of the Texas Open Meetings Act, including the following provisions: At no time shall a quorum of the full board meet to deliberate any issue or business of the Corporation without posting notice of a meeting as set forth below. Directors shall normally attend all meetings in person.

(a) Closed Meetings: The Board may meet in a meeting closed to the public to deliberate on those matters specified in the Texas Open Meetings Act as proper for closed meetings, including but not limited to consultation with attorney, real estate, prospective gifts or donations, personnel matters, security personnel or devices, discipline of a student and complaint against an employee unless the student or employee respectively requests an open meeting.

(b) Emergency Meetings: In the event of an emergency as defined in the Texas Open Meetings Act, a meeting may be conducted by telephone conference call. If a meeting involves telephonic participation, the telephonic participation must be

by conference call in which all persons participating can be heard by all other participants and the public.

(c) Video Conferencing: Meetings may also be conducted by videoconference call, provided a quorum of the full board is present at one location, audio and video is simultaneously available to the participants and the public, and other prerequisites and requirements of the Texas Open Meetings Act are met.

2.05 MEETINGS NOTICE: Upon approval of the Corporation's application for an Open-Enrollment Charter, the following shall apply: Notice of all meetings of the Board of Directors, except as otherwise provided by state law, regulation, the Certificate of Incorporation or these Bylaws, will be delivered by mail postmarked, electronic facsimile or e-mail transmission to each Director at least 72 hours before the time of the meeting.

(a) Posting of Notice: In addition, notice to the public of any meeting shall be posted at the administrative offices of the Corporation in a location convenient to the public at least 72 hours before the time of such meeting.

(b) Emergency Notice: Emergency meetings as allowed under the Texas Open Meetings Act may be posted up to two hours before such meeting.

(c) Internet Posting: Notice and the agenda of all meetings of the Board of Directors shall also be posted on the Corporation's internet website, if any, concurrently with the notice posted at the administrative offices, or as otherwise required and authorized by the Texas Open Meetings Act.

(d) Closed Meetings: The agenda shall clearly state whether the Board intends to convene in a closed meeting and shall identify separately each matter to be deliberated by the Board in the closed meeting and whether the Board may take action on any such matter upon returning to the open meeting. The Secretary shall note the times in the open meeting that the Board convenes to and adjourns from the closed meeting.

2.06 AGENDA: Upon approval of the Corporation's application for an Open-Enrollment Charter, the following shall apply: At regular meetings of the Board, the order of business shall be established in an Agenda approved by the Chairman and as presented in the notice of the meetings. However, the Chairman may modify the order of business. The agenda shall identify all matters to be presented to and considered by the Board. Matters not disclosed in the agenda and meeting notice available to the public shall not be deliberated or be considered by the Board, except as permitted by the Texas Open Meetings Act.

2.07 RESOLUTIONS: All motions and resolutions of the Board will be written or recorded in the minutes of the Board and certified copies will be placed in a journal of

proceedings of the Board. Such records shall be maintained in accordance with state law and Article 2.10 herein.

2.08 QUORUM: At any meeting of the Board of Directors or at any designated committee of the Board, the appearance of a majority of the Directors or committee members duly appointed, serving, and qualified to vote, will be necessary to constitute a quorum to transact any business of the respective body.

2.09 VOTING: All matters at any meeting of the Board of Directors or any of its designated committees, except as otherwise provided in these Bylaws, the Certificate of Incorporation, or law, will be decided by a vote of a majority of the Directors or committee members present at the meeting. If a quorum of the Board is present the affirmative vote of a majority of the Board of Directors present at a meeting will be the act of the body of corporate, unless the vote of a greater number is required by statute, regulation, the Certificate of Incorporation, or these Bylaws. Voting on all questions may be by voice vote. A roll call vote on any motion or resolution may be requested by any Director.

2.10 RECORDS: The Corporation will maintain at its principal office all financial books and records of account, all minutes of the Board meetings and committee meetings, the list of Directors, and copies of all other material Corporate records, books, documents and contracts as required by law. All such records will be made available for inspection at any reasonable time during usual business hours for any lawful purpose to any officer, Director, or person authorized by law or the Board to inspect such records, and as required by the Texas Public Information Act. Upon leaving office, each Director, officer or agent of the Corporation will turn over to the Chairman in good order any Corporation monies, books, records, minutes, lists, documents, contracts or other property of the Corporation in his or her custody or control.

2.11 PROCEDURES: For all matters of parliamentary procedures, the School Board shall be guided by *Robert's Rules of Order Newly Revised*, 10th ed. (Cambridge, Mass.: Perseus Publishing, 2000).

### ARTICLE THREE DIRECTORS

3.01 MANAGEMENT: The activities, affairs, property and powers of the Corporation will be managed, directed, controlled or exercised by and vested in the Board of Directors.

3.02 NUMBER AND QUALIFICATIONS: The Board of Directors will consist of no fewer than three (3) persons.

3.03 REMOVAL: Any Director who fails to attend three (3) consecutive meetings may be asked to resign from office by resolution of the Board of Directors. The Secretary will notify Directors when they have missed three (3) regular consecutive

meetings. Absences may be formally excused by vote of the Board. The Secretary will certify a Director's excessive absence to the Chairman. Any Director may also be removed with or without cause upon a two-thirds (2/3) majority vote of all the remaining directors for removal. However, the Chairman of the Board may only be removed upon a two-thirds (2/3) majority vote of all the remaining directors for good cause.

3.04 TERM: The Directors shall serve for three-year terms, which may be renewed indefinitely by each respective Director, subject to Articles 3.03 and 3.06 herein and with state law governing qualifications and restrictions on service as a member of a governing body of a charter holder or charter school.

3.05 VACANCY: The Chairman of the Board will appoint Directors to fill vacancies. Each Director appointed or designated to fill a vacancy on the Board of Directors will hold office for the remainder of the term of the Board of Directors. A vacancy occurring on any committee may be filled by the Board of Directors for the remainder of the term of the position.

3.06 RESIGNATION: Any director or officer may resign from the Corporation by delivering a written letter of resignation to the Chairman of the Board.

3.07 COMPENSATION: Except as provided in this section, no Director will receive directly or indirectly any salary, compensation or gift from the Corporation, except as authorized by state law. The Directors of the Corporation will serve as such without salary. No Director will be entitled to any dividend or any part of the income or principal of the Corporation or to share in the distribution of the assets upon dissolution of the Corporation. The Board of Directors may authorize the payment by the Corporation of the reasonable, documented and allowable expenses incurred by a Director in performance of his or her duties in accordance with state and federal law.

#### ARTICLE FOUR OFFICERS

4.01 OFFICERS: The officers of the Corporation will consist of the Chairman of the Board, a Vice-Chairman of the Board, and a Secretary/Treasurer and any other officers that the Board may establish and designate by resolution adopted by a majority of vote of the whole Board.

4.02 APPOINTMENT: The officers of the Corporation will be appointed each year by the Chairman of the Board at its annual meeting.

4.03 CHAIRMAN: The Chairman of the Board will preside at all meetings of the Board of Directors. The Chairman will have other powers and duties not inconsistent with these Bylaws as may be assigned by the Board. The Vice-Chairman will have the powers and duties of the Chairman in his absence.

4.04 VICE-CHAIRMAN: A Vice-Chairman will act under the direction of the Chairman and in his absence have the duties and powers of the Chairman. A Vice-Chairman will have other duties and powers as the Chairman of the Board of Directors may assign.

4.05 SECRETARY/TREASURER: The Secretary will have the general powers and duties usually vested in such office of a Corporation, including keeping all records, documents and the corporate seal at the principal office of the Corporation; affixing the corporate seal to any instrument requiring it and to attest the same by his or her signature when authorized by the Board of Directors or after the instrument has been signed by the Chairman, Vice-Chairman or other authorized officer or agent; keeping the minutes of the meetings of the Board of Directors, the Executive and other committees of the Board of Directors, the Executive and other committees of the Corporation to be recorded in one or more books provided for that purpose, with the time and place, how they were called or authorized, the notice given, the names of those present, and the proceedings therein; and issuing proper notices in accordance with these Bylaws. The Secretary/Treasurer will have such other powers and duties not inconsistent with these Bylaws as may be assigned by the Board of Directors or the Chairman. The Secretary will be responsible for all funds and securities of the Corporation and will have the general powers and duties usually vested in such office of a Corporation, including receiving and documenting all monies due and payable to the Corporation; depositing all monies received in the name of the Corporation in a depository designed by the Board, disbursing monies of the Corporation under the direction or orders of the Board; entering regularly in the books kept by the Secretary/Treasurer a complete and accurate account of all monies received and disbursed by the Corporation; rendering a statement of the financial accounts of the Corporation to the Board as requested; exhibiting the books of the financial accounts of the Corporation to the Board as requested; exhibiting the books of account in his custody to any Director upon request; and submitting a full financial report to the Board of Directors at the annual meetings. The Secretary/Treasurer will have such other powers and duties not inconsistent with the Bylaws as may be assigned by the Board of Directors or the Chairman.

4.07 CHIEF EXECUTIVE OFFICER/EXECUTIVE DIRECTOR OF THE LEADERSHIP PREP SCHOOL AND SCHOOL OPERATION: The Board of Directors shall hire a Chief Executive Officer for and to be employed by the Charter School. The Chief Executive Officer selected may be a member of the Board of Directors as may be permitted by state law, but if he/she is a member of the Board of Directors, he/she shall resign such position on the Board immediately upon hiring if required by state law. The Chief Executive Officer shall report to the Board of Directors of the Corporation. The Chief Executive Officer shall be deemed to be a Superintendent of the school as provided by the Texas Education Code.

The Chief Executive Officer shall be considered the "Executive Director" of the Corporation and shall serve under such terms and conditions as the Board determines to be in the best interest of the Corporation and the Charter School, including employment



“at will.” The Chief Executive Officer shall perform such duties as delegated and assigned by the Corporation’s Board, or as required by state law.

4.08 OTHER OFFICERS: The Board of Directors may create by resolution other offices as it deems necessary to serve the Corporation and to operate the Charter School and may appoint other individuals, who need not be directors, to serve as officers or agents of the Corporation.

#### ARTICLE FIVE COMMITTEES

5.01 COMMITTEES: Designated committees may be established by the Chairman of the Board or the Board to perform the duties and functions assigned in furtherance of Board objectives. Any committee may include one or more Directors from the Board. The Chairman of the Board or its designee will appoint the members, officers, or others to committee positions. The rules of procedure of any committee may be set by the Board. Any committee may be abolished or any committee member removed for any reason and at any time by the Board of Directors.

5.02 NOTICE: Written notice of the time, place and agenda of all committee meetings will be given by the committee chair in the same manner as notices given for regular Board meetings. Each committee will keep and deliver a copy of minutes of its proceedings to the Secretary of the Board and will report briefly on its activities at each Board meeting.

#### ARTICLE SIX DEPOSITS, CHECKS, LOANS AND CONTRACTS

6.01 DEPOSITORIES: All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with state law.

6.02 TRANSACTIONS: All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board of Directors.

6.03 LOAN OR GRANT AUTHORITY: No loans or advances will be contracted on behalf of the Corporation, and no note or other evidence of indebtedness will be issued in its name, except as authorized by the Board.

6.04 CONTRACT AUTHORITY: The Chief Executive Officer is expressly authorized by the Board of Directors to enter into contracts or execute and deliver instruments on behalf of the Leadership Prep School.

ARTICLE SEVEN  
CONTRACTS WITH DIRECTORS AND OFFICERS

7.01 INSIDER DEALING: Subject to any law, regulation, or contractual agreement of the Business Organizations Code, no Director, officer or committee member will be interested directly or indirectly in any contract or program involving Corporation assets, relating to the operation conducted by it or in any contract for furnishing services or supplies to it, unless (a) the contract is authorized by a majority of Directors present at a meeting in which there is a quorum and vote without the interested Director's presence, (b) the facts and nature of the Director's interest is fully disclosed to the whole Board of Directors before the meeting in which the contract will be considered and (c) the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

7.02 INSIDER LOANS: No loans or grants will be made by the Corporation to its Directors, officers or committee members during their term of office. The Directors who vote for or assent to, and any officer who participates in, the making of a loan to a Director or officer will jointly and severally liable to the Corporation for the amount of the loan until it is repaid.

ARTICLE EIGHT  
INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.01 LIABILITY: A Director or committee member will not be required to furnish any bond or surety for his services as a Director or committee member, and will not be liable for the act or omission of any other Director.

8.02 INDEMNIFICATION: Any person made or threatened to be made a party to any action in court or other proceeding because he is or was a Director or committee member will be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees, incurred in connection with the defense or settlement of the action, except where it is adjudged that the Director or committee member is liable for gross negligence, bad faith or willful misconduct in performing his duties. The right of indemnification will not exclude any other right of the Director or committee member. INDEMNIFICATION UNDER THIS SECTION IS SUBJECT TO ANY AND ALL PROHIBITIONS, RESTRICTIONS AND LIMITATIONS IMPOSED BY LAW.

8.03 INSURANCE: The Board of Directors will have the power to purchase and maintain at the Corporation's expense insurance on behalf of the Corporation, the Board of Directors, and others.

ARTICLE NINE  
AMENDMENT OF BYLAWS

9.01 AMENDMENT: Except as otherwise provided in the Articles of Incorporation, and subject to the power of the Board to amend or repeal these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote, provided that written notice setting forth in detail the proposed Bylaws revisions with explanations for the change is given at least three days previously. In the case of an emergency, which must be explained in the notice, two hours notice of a proposed amendment may be given to all Directors, and the Bylaws may be amended upon the unanimous vote of all Directors.

ARTICLE TEN  
MISCELLANEOUS

10.01 FISCAL YEAR. The fiscal year of the Corporation will begin on November 1<sup>st</sup> of each year and will end on October 31<sup>st</sup> of the next year.

10.02 ANNUAL REPORT: The Chief Executive Officer of the school will provide to the Board no later than 90 days after the close of the fiscal year a report containing the following information in appropriate detail.

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities during the fiscal year;
- (c) The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements, for both general and restricted purposes, during the fiscal year;
- (e) The substantial activities and projects begun, in progress, and completed during the Fiscal year.
- (f) Such other information as may be required by the Texas Education Code and interpretive regulations or as may be requested by the Board.

The report will be accompanied by a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

10.03 CONSTRUCTION: Whenever the context requires, the masculine will include the feminine and neuter, and the singular will include the plural, and vice versa. If any portion of these Bylaws is declared invalid or inoperative, then so far as is

reasonable the remainder of these Bylaws will be considered valid and operative and effect will be given to the intent manifested by the portion held invalid or inoperative.

10.04 STATUTORY AND OTHER AUTHORITY: These Bylaws are subject to and governed by any applicable federal or state laws and regulations, including the Texas Education Code and interpretive regulations, pertinent local ordinances and the Articles of Incorporation.

ADOPTED this 22 day of February

Sheila Craft  
CHAIRMAN OF THE BOARD

## **Attachment H**

# Leadership Prep School Contingencies

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## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to a Supplemental Human Resources Information Form for the Custodian on page 136; Custodial services will be provided by the landlord therefore, a Supplemental Human Resources Information Form is not included for this position.

Replace Attachment H with the following document.

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RECEIVED  
2012 NOV 12 PM 3:07  
1000 1000 1000

# Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

## Human Resources Information

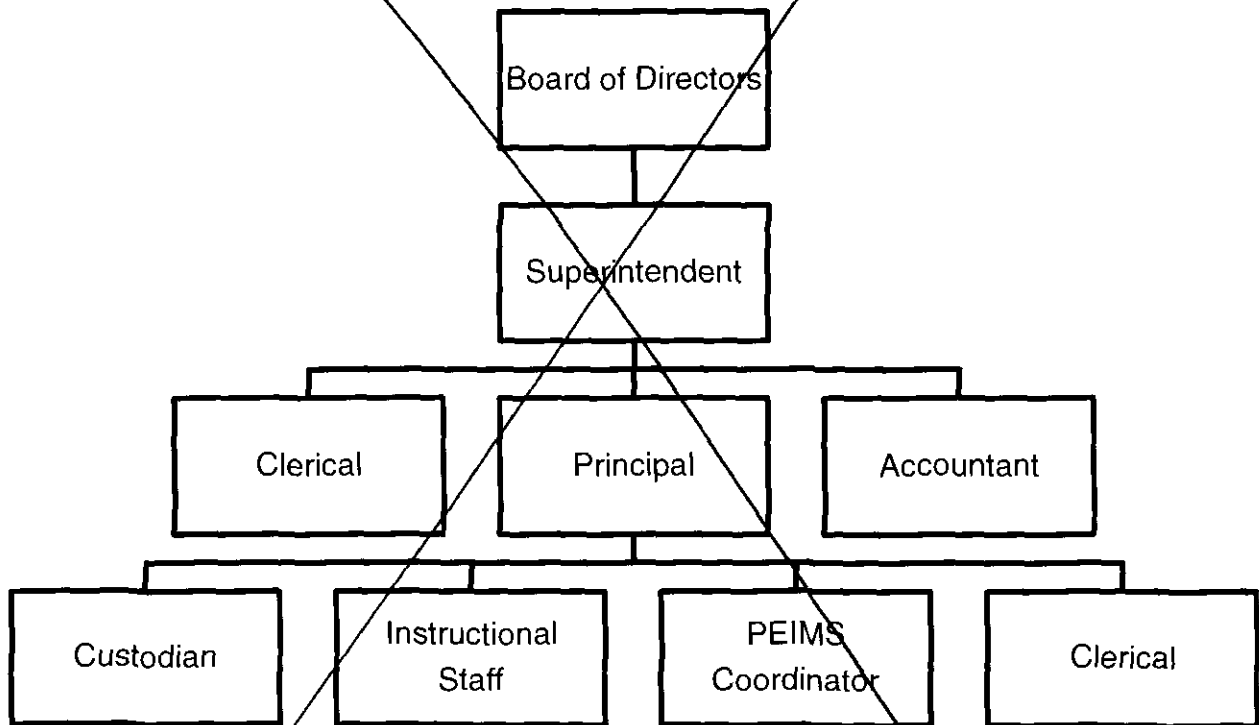
The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to the positions considered to be instructional staff and clerical on page 136: *Instructional Staff* includes Basic Education Teachers and *Clerical Staff* includes Paraprofessionals, PIEMS Coordinator, and Administrative Assistant.

Replace Attachment H with the following document.

NOV 12 PM 2:07  
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REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

## Leadership Prep School Organizational Chart





APPROVED DURING CONTINGENCY PROCESS

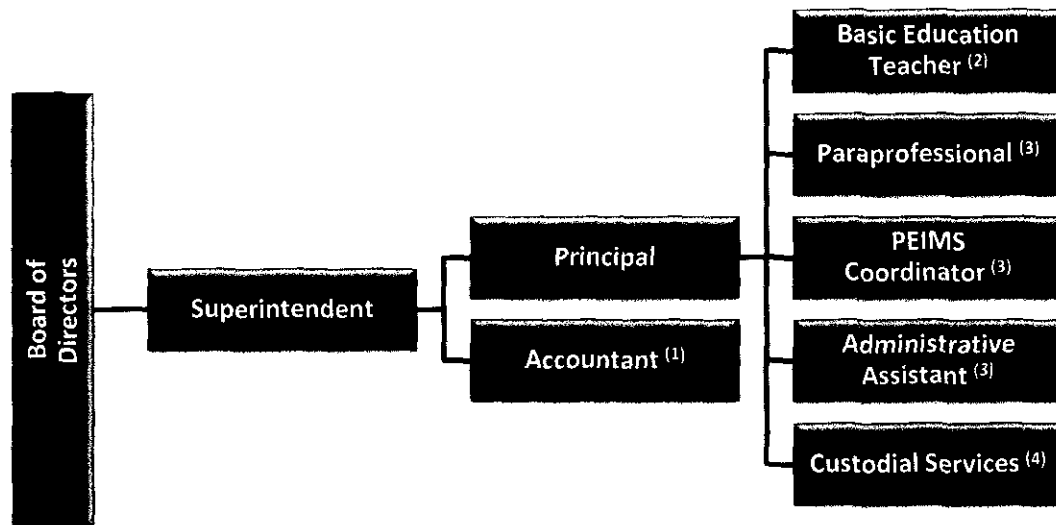
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Leadership Prep School

270 NOV 12 PM 3:07

Organizational Chart

LEADERSHIP PREP SCHOOL



**Organization Chart Notes:**

<sup>(1)</sup> Accountant: One position serving multiple roles (Accountant/Bus Mgr/Financial Officer).

<sup>(2)</sup> Professional Instructional Staff includes: Basic Education Teacher

<sup>(3)</sup> Paraprofessional and Clerical Staff includes: Paraprofessional (Teacher's Aide), PEIMS Coordinator, Administrative Assistant

<sup>(4)</sup> **Custodial services:** Provided by the landlord and are included as part of the lease agreement.

*Therefore, a Supplemental Human Resources Information Form is not included for this position.*

Custodial services include following routine cleaning and maintenance procedures to maintain a high standard of safety, cleanliness, and efficiency of building operations and grounds. Individual(s) in this role will be directed by the principle and must have knowledge of minor repair techniques and building/grounds maintenance. Further, they must have the ability to:

- read and understand instructions for cleaning, maintenance, and safety procedures;
- operate cleaning equipment, lift heavy equipment and properly handle cleaning supplies; and
- move furniture or equipment within building as directed by principal, assist with lunchroom set up (including arranging tables and chairs), and set up for special events.

## **Attachment I**

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity.

Enter the name of the proposed charter school.

Position:  Reports to:

Salary not to exceed.

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$240,000"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$104,800"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="\$105,000"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required.**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$81,471"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$73,290"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="\$61,732"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

# Leadership Prep School Contingencies

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**APPROVED DURING CONTINGENCY PROCESS**

## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to Accountant/Bus Mgr/Financial Officer position on page 142: The Accountant represents one position serving multiple roles (Accountant/Business Manager/Financial Officer).

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CITY OF LOS ANGELES

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$91,269"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="NA; Reg 10 Avg = 68,236"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="NA; Reg 10 Avg = 68,236"/>



**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

# Leadership Prep School Contingencies

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## Human Resources Information

*APPROVED DURING CONTINGENCY PROCESS*

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to basic education teacher on page 144: Replace Attachment H (page 136) with the following document.

APPROVED  
MAY 12 10 29 AM '09  
LEADERSHIP PREP SCHOOL

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$45,250"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$45,250"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="\$39,379"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

# Leadership Prep School Contingencies

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**APPROVED DURING CONTINGENCY PROCESS**

## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to paraprofessional on page 146: Replace Attachment H (page 136) with the following document.

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LEADERSHIP PREP SCHOOL

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$21,558"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$18,448"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="\$14,009"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

## Leadership Prep School Contingencies

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APPROVED DURING CONTINGENCY PROCESS

### Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to PEIMS and Student Attendance Coordinator on page 148: The PEIMS Coordinator and Student Attendance Coordinator is one position serving dual roles.



**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$21,013"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$26,413"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="24,607"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

# Leadership Prep School Contingencies

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*APPROVED DURING CONTINGENCY PROCESS*

## Human Resources Information

The information in the charter application for Leadership Prep School concerning Human Resources Information in regards to Administrative Assistant on page 150: Replace Attachment H (page 136) with the following document.

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Salary not to exceed:

List any other potential form of remuneration (i.e., car allowance, cell phone, memberships, travel or housing allowance, etc...) to be given to the individual in this position. In none, please state N/A.

Proposed Location (City and County):

Number of Students anticipated in year one:  In year five:

**Minimum Qualifications Required:**

Education Required:

Experience Required:

Certification Required:

Complete the following using information gathered from three different traditional districts comparable in size, student make-up, and location.

Name of District	Located in (City)	# of Students Served	Salary Range
<input type="text" value="Frisco ISD"/>	<input type="text" value="Frisco"/>	<input type="text" value="34,101"/>	<input type="text" value="\$21,013"/>
<input type="text" value="Sunnyvale ISD"/>	<input type="text" value="Sunnyvale"/>	<input type="text" value="806"/>	<input type="text" value="\$26,413"/>
<input type="text" value="Blue Ridge ISD"/>	<input type="text" value="Blue Ridge"/>	<input type="text" value="620"/>	<input type="text" value="24,607"/>

**Fifteenth Generation Open-Enrollment Charter Application  
Supplemental Human Resources Information Form  
(MUST be typed)**

**ANY areas left blank will result in the application being deemed "INCOMPLETE" during the review process.**

Enter the name of the sponsoring entity:

Enter the name of the proposed charter school:

Position:  Reports to:

Job Duties: List up to 10 key duties this individual will perform.

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**If a charter is awarded, this document becomes part of the original application. Changes to this information must be documented in the minutes of an open meeting of the charter holder board.**

## **Attachment J**

February 24, 2010

We attest to the accuracy and completeness of the information provided in the financial statements for Operation Celebration.

Stacy Alton  
Stacy Alton  
President, Operation Celebration

Sheila Craft  
Sheila Craft  
Treasurer, Operation Celebration

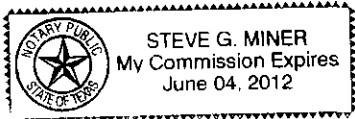
State of Texas

County of Denton

On this day, Stacy Alton and Sheila Craft (name of affiants) appeared before me the undersigned notary public and deposed that he/she/they executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her/their knowledge and belief.

Subscribed and sworn to before me this 24th day of February, 20 10

[Signature]  
(Notary Public)



My commission expires 6/4/12

**Operation Celebration, Inc.**  
**Statement of Financial Position**  
**As of December 31, 2009 and 2008**

<b>Assets</b>	<b>2009</b>	<b>2008</b>
Current Assets		
Cash & cash equivalents	\$ 132,010	\$ 19,058
Due from related party	4,676	74,131
Total Current Assets	<u>136,685</u>	<u>93,189</u>
 <b>Net Assets</b>	 <b><u>\$ 136,685</u></b>	 <b><u>\$ 93,189</u></b>

*\* This statement has not been audited or reviewed and is for internal purposes only.*



**Operation Celebration, Inc.**  
**Statement of Activities**  
**For the Years Ended December 31, 2009 and 2008**

<b>Revenue</b>	<b>2009</b>	<b>2008</b>
Tithes and offerings	\$ 77,234	\$ 126,488
Interest income	1,086	-
<b>Total Revenue</b>	78,320	126,488
<b>Expenses</b>		
Bank charges	240	258
Benevolence	33,491	24,587
Professional fees	878	8,454
Supplies	216	-
<b>Total Expenses</b>	34,824	33,299
<b>Change in Net Assets</b>	\$ 43,496	\$ 93,189

*\*This statement has not been audited or reviewed and is for internal purposes only.*

**Operation Celebration, Inc.**  
**Statement of Cash Flows**  
**For the Years Ended December 31, 2009 and 2008**

	2009	2008
<b>Cash flows from Operating activities</b>		
Net change in net assets	\$ 43,496	\$ 93,189
<b>Change in assets</b>		
Due from related party	69,456	(74,131)
Net cash provided by operating activities	112,952	19,058
<b>Net increase in cash and cash equivalents</b>	112,952	19,058
Cash and cash equivalents, beginning of year	19,058	-
Cash and cash equivalents, end of year	\$ 132,010	\$ 19,058

*\*This statement has not been audited or reviewed and is for internal purposes only.*

## **Attachment K**

PIR #15426 – Michael MacNaughton

**COPYRIGHT MATERIAL**

For viewing only

2 pages have been withheld

## **Attachment L**

**\*990 FORM\***

**PAGES 218-230 = 13 PAGES**

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

**13 PAGES HAVE BEEN WITHHELD**

## **Attachment M**

Celebration Covenant Church  
8500 Teel Parkway  
Frisco, Texas 75034  
tel. 214.387.9833 • fax. 214.387.9568

[www.celebrationcovenant.com](http://www.celebrationcovenant.com)



*A Place for the Whole Family*

February 23, 2010

To Whom It May Concern:

Please allow this letter to serve as written confirmation that Elevate Life Church will provide all necessary startup funds for Operation Celebration dba Leadership Prep School to establish a charter school, which includes but is not limited to the estimated \$150,000.

These funds will be repaid by the school at a future date under mutually agreed upon terms by and between Elevate Life Church and the school.

A handwritten signature in black ink, appearing to read "Keith A. Craft".

Keith A. Craft  
President, Celebration Covenant Church

A handwritten signature in black ink, appearing to read "Stacy Alton".

Stacy Alton  
President, Operation Celebration



## APPROVED DURING CONTINGENCY PROCESS

### REVOLVING LINE OF CREDIT AGREEMENT

This Revolving Line of Credit Agreement (the "AGREEMENT") is made and entered into in this 15th day of November, 2010, by and between Celebration Covenant Church, d.b.a Elevate Life Church ("LENDER"), and Leadership Prep School, a Texas 501(c)(3) corporation ("BORROWER").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINE OF CREDIT. Lender hereby establishes a revolving line of credit (the "CREDIT LINE") for Borrower in the principal amount of Two Hundred Thousand Dollars (\$200,000.00) (the "CREDIT LIMIT"). In connection herewith, Borrower shall execute and deliver to Lender a Promissory Note in the amount of the Credit Limit and in form and content satisfactory to Lender. All sums advanced on the Credit Line or pursuant to the terms of this Agreement (each an "ADVANCE") shall become part of the principal of said Promissory Note.

2. ADVANCES. Any request for an Advance may be made from time to time and in such amounts as Borrower may choose; provided, however, any requested Advance will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Requests for Advances may be made orally or in writing by such officer of Borrower authorized by it to request such Advances. Until such time as Lender may be notified otherwise, Borrower hereby authorizes its president or any vice president to request Advances. Lender may deposit or credit the amount of any requested Advance to Borrower's checking account with Lender. Lender may refuse to make any requested Advance if an event of default has occurred and is continuing hereunder either at the time the request is given or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an event of default hereunder as of such dates.

The funds from the Advances will be used by the Borrower for operating expenses in connection with the operations of the Borrower.

3. INTEREST. All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full at the rate of five percent (5%) per annum, simple interest (the "EFFECTIVE RATE").

4. REPAYMENT. Borrower shall pay accrued interest on the outstanding principal balance on a monthly basis commencing on September 30, 2013, and continuing on the last day of each month thereafter. All payments shall be made to Lender at such place as Lender may, from time to time, designate. All payments received hereunder shall be applied, first, to any costs or expenses incurred by Lender in collecting such payment or to any other unpaid charges or expenses due hereunder; second, to accrued interest; and third, to principal. Borrower may prepay principal at any time without penalty.

5. REPRESENTATIONS AND WARRANTIES. In order to induce Lender to enter into this Agreement and to make the advances provided for herein, Borrower represents and warrants to Lender as follows:

## APPROVED DURING CONTINGENCY PROCESS

a. Borrower is a duly organized, validly existing, and in good standing under the laws of the State of Texas with the power to own its assets and to transact business in Texas.

b. Borrower has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

c. The execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking to which Borrower is a party, or which purports to be binding on Borrower or its assets and will not result in the creation or imposition of a lien on any of its assets.

d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of Borrower, threatened, against or affecting Borrower or any of its assets which, if adversely determined, would have a material adverse effect on the financial condition of Borrower or the operation of its business.

6. EVENTS OF DEFAULT. An event of default will occur if any of the following events occurs:

a. Failure to pay any principal or interest hereunder within ten (10) days after the same becomes due.

b. Any representation or warranty made by Borrower in this Agreement or in connection with any borrowing or request for an Advance hereunder, or in any certificate, financial statement, or other statement furnished by Borrower to Lender is untrue in any material respect at the time when made.

c. Default by Borrower in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct event of default under this Paragraph 6.

d. Filing by Borrower of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.

e. Filing of an involuntary petition against Borrower in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days undismissed, unbonded, or undischarged.

7. REMEDIES. Upon the occurrence of an event of default as defined above, Lender may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. Lender may suspend or terminate any obligation it may have hereunder to make additional Advances. To the extent permitted by law, Borrower waives any rights to

**APPROVED DURING CONTINGENCY PROCESS**

presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of Lender in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. Borrower agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

8. NOTICE. Any written notice will be deemed effective on the date such notice is placed, first class, postage prepaid, in the United States mail, addressed to the party to which notice is being given as follows:

Lender: Celebration Covenant Church d.b.a.  
Elevate Life Church  
Attn: Steve Miner, Director of  
Operations

Borrower: Leadership Prep School  
Attn.: Stacy Alton  
8500 Teel  
Frisco, TX 75034

9. GENERAL PROVISIONS. All representations and warranties made in this Agreement and the Promissory Note and in any certificate delivered pursuant thereto shall survive the execution and delivery of this Agreement and the making of any loans hereunder. This Agreement will be binding upon and inure to the benefit of Borrower and Lender, their respective successors and assigns, except that Borrower may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of Lender. This Agreement, the Promissory Note, and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the laws of the State of California. Time is of the essence hereof. This Agreement will be deemed to express, embody, and supersede any previous understanding, agreements, or commitments, whether written or oral, between the parties with respect to the general subject matter hereof. This Agreement may not be amended or modified except in writing signed by the parties.

EXECUTED on the day and year first written above.

Borrower: Leadership Prep School

By: /s/ Stacy Alton

-----  
Title: President of Board

Lender: Celebration Coventant Church d.b.a  
Elevate Life Church

By: /s/ Steve Miner

-----  
Title: Director of Operations

## **Attachment N**

**Application for an Open-Enrollment Charter School - Fifteenth Generation**

**Start-Up Budget Template Instructions**

**Instructions to complete Start-up budget template.**

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start-up budget:  to
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement to Financial Accounting and Reporting, Nonprofit Charter School Chart of Accounts to ensure that the account codes are used appropriately. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.
10. The start-up budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). These written calculations should be attached following the printout of the completed start-up budget template.
11. Forward a copy of the completed template including the supporting written calculations with the charter application.

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

177

**Application for an Open-Enrollment Charter School - Fifteenth Generation**  
**Summary of Estimated Revenues and Expenses**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the period

	01/01/2011	to	08/31/2011	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$ 140,000	\$	\$ 140,000
Total Estimated Revenues	\$	\$	\$	\$
Estimated Expenses:				
6100 Payroll Costs		93,682		93,682
6200 Professional and Contracted Services		16,500		16,500
6300 Supplies and Materials		15,000		15,000
6400 Other Operating Costs		13,000		13,000
6500 Debt Expenses				
Other Expenses				
Total Estimated Expenses	\$	\$ 138,182	\$	\$ 138,182
Change in Net Assets	\$	\$ -138,182	\$	\$ -138,182
Net Assets at End of Year	\$	\$ 1,818	\$	\$ 1,818

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

178

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
 Schedule of Net Assets at Beginning of Year**

Operation Celebration dba Leadership Prep School

Leadership Prep School

Budget for the period

01/01/2011 to 08/31/2011

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Contribution by Elevate Life Church		140,000		140,000
[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.]				
Net Assets at Beginning of Year	\$	\$ 140,000	\$	\$ 140,000

REVISED DURING CONTINGENCY PROCESS.  
 SEE INSERT.

179

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Revenue**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the period 01/01/2011 to 08/31/2011

Description of Estimated Revenues	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 Estimated Revenues	\$	\$	\$	\$

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

180



**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expense**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2011 to 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 –Teacher and Other Professional Personnel		60,000		60,000
6121 Extra Duty Pay/Overtime - Support Personnel				
6129 Salaries or Wages for Support Personnel		23,333		23,333
6139 Employee Allowances		800		800
6141 Social Security/Medicare		1,208		1,208
6142 Group Health and Life Insurance		4,800		4,800
6143 Workers' Compensation		833		833
6145 Unemployment Compensation		2,250		2,250
6146 Teacher Retirement/TRS Care		458		458
6149 Employee Benefits				
<b>Total Payroll Costs</b>	<b>\$</b>	<b>\$ 93,682</b>	<b>\$</b>	<b>\$ 93,682</b>

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

~~Operation Celebration dba Leadership Prep School  
Leadership Prep School~~

Budget for the period

01/01/2011 to 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		2,000		2,000
6212 Audit Services				
6219 Professional Services		14,500		14,500
6221 Staff Tuition and Related Fees--Higher Education				
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services				
6249 Contracted Maintenance and Repair				
6259 Utilities				
6269 Rentals--Operating Leases				
6299 Miscellaneous Contracted Services				
<b>Total Professional and Contracted Services</b>	<b>\$</b>	<b>\$ 16,500</b>	<b>\$</b>	<b>\$ 16,500</b>

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

182

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2011 to 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				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials				
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies		15,000		15,000
Total Payroll Costs	\$	\$ 15,000	\$	\$ 15,000

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

183

**Application for an Open-Enrollment Charter School - Fifteenth Generation**  
**Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the period

01/01/2011 to 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		3,000		3,000
6412 Travel and Subsistence--Students				
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees				
6429 Insurance and Bonding Costs				
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs		10,000		10,000
<b>Total Other Operating Costs</b>	<b>\$</b>	<b>\$ 13,000</b>	<b>\$</b>	<b>\$ 13,000</b>

REVISED DURING CONTINGENCY PROCESS.  
 SEE INSERT.

184

**Application for an Open-Enrollment Charter School - Fifteenth Generation**  
**Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the period

01/01/2011 to 08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Estimated Expenses	\$	\$	\$	\$

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

185

**Application for an Open-Enrollment Charter School - Fifteenth Generation**  
**Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the period

01/01/2011 to 08/31/2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Other Expenses				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Expenses	\$	\$	\$	\$
Total Estimated Expenses	\$	\$ 138,182	\$	\$ 138,182

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

981

**Leadership Prep School  
Start-up Budget Narrative**

	Object Code	Amount	Description
<i>Revenue</i>	<i>5700 Revenue from Local and Intermediate Sources</i>		
	5744 Gifts and Requests	\$ 140,000	Contribution by Elevate Life Church for planning and start-up purposes - letter provided in Attachment M
<i>Expenditures</i>	<i>6100 Payroll Costs</i>		
	6112 Salaries or Wages for Substitute Teachers	\$ -	n/a
	6119 Salaries or Wages –Teacher and Other Professional Personnel	\$ 60,000	Salary for Superintendent prior to opening the school; prorated for 10 mos. ( $\$90,000 * 8/12 = \$60,000$ )
	6121 Extra Duty Pay/Overtime - Support Personnel	\$ -	n/a
	6129 Salaries or Wages for Support Personnel	\$ 23,333	Salary for Administrative Assistant prior to opening the school; prorated for 10 mos. ( $\$35,000 * 8/12 = \$23,333.33$ )
	6139 Employee Allowances	\$ 800	Cell phone allowance for Superintendent; prorated for 10 mos. ( $\$100 * 8 \text{ mos} = \$800$ )
	6141 Social Security/Medicare	\$ 1,208	Medicare calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. ( $(\$60,000 + \$23,333) * (.014) = \$1,208.33$ )
	6142 Group Health and Life Insurance	\$ 4,800	Group Health/Life Insurance calculation for Superintendent and Administrative Assistant - prorated group rate. ( $(\$3,600 * 2 \text{ employees}) * (8/12) = \$4,800$ )
	6143 Workers' Compensation	\$ 833	Workers Comp calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. ( $(\$60,000 + \$23,333) * (.014) = \$833$ )
	6145 Unemployment Compensation	\$ 2,250	Unemployment calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. ( $(\$60,000 + \$23,333) * (.011) = \$2,249.99$ )
	6146 Teacher Retirement/TRS Care	\$ 458	TRS calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. ( $(\$60,000 + \$23,333) * (.0055) = \$458.33$ )
	6149 Employee Benefits	\$ -	n/a
	<i>6200 Professional and Contracted Services</i>		
	6211 Legal Services	\$ 2,000	Legal services, as needed ( $\$200 \text{ per hour} * 10 \text{ hrs}$ )
	6212 Audit Services	\$ -	n/a
	6219 Professional Services	\$ 14,500	Professional services of Charter experienced CPA - to set up chart of accounts, PEIMS, and other compliance related needs

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Leadership Prep School  
Start-up Budget Narrative**

Object Code	Amount	Description
6221 Staff Tuition and Related Fees--Higher Education	\$ -	n/a
6222 Student Tuition--Public Schools	\$ -	n/a
6223 Student Tuition--Other than Public Schools	\$ -	n/a
6229 Tuition and Transfer Payments	\$ -	n/a
6239 Education Service Center Services	\$ -	n/a
6249 Contracted Maintenance and Repair	\$ -	n/a
6259 Utilities	\$ -	n/a
6269 Rentals--Operating Leases	\$ -	No rent during start-up phase.
6299 Miscellaneous Contracted Services	\$ -	n/a
<i>6300 Supplies and Materials</i>		
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	\$ -	n/a
6319 Supplies for Maintenance and/or Operations	\$ -	n/a
6321 Textbooks	\$ -	n/a
6329 Reading Materials	\$ -	n/a
6339 Testing Materials	\$ -	n/a
6341 Food	\$ -	n/a
6342 Non-Food	\$ -	n/a
6343 Items for Sale	\$ -	n/a
6344 USDA Donated Commodities	\$ -	n/a
6349 Food Services Supplies	\$ -	n/a
6399 General Supplies	\$ 15,000	Consumable teaching and office items such as paper, pencil, forms, and postage (\$1,000); software (site license and similar) (\$4,000); furniture and technology equipment (\$9,000); and miscellaneous supplies (\$1,000).
<i>6400 Other Operating Expenses</i>		
6411 Travel and Subsistence--Employee Only	\$ 3,000	Travel and subsistence for the Superintendent and Board IV needed for travel related to required meetings, recruiting state seminars.
6412 Travel and Subsistence--Students	\$ -	n/a
6413 Stipends--Non-Employees	\$ -	n/a
6419 Travel and Subsistence--Non-Employees	\$ -	n/a
6429 Insurance and Bonding Costs	\$ -	n/a
6449 Depreciation Expense	\$ -	n/a
6494 Reclassified Transportation Expenses	\$ -	n/a
6499 Miscellaneous Operating Costs	\$ 10,000	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
<i>6500 Debt Expense</i>		
6521 Interest on Bonds	\$ -	n/a

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.



**Leadership Prep School  
Start-up Budget Narrative**

Object Code	Amount	Description
6522 Capital Lease Interest	\$ - n/a	
6523 Interest on Debt	\$ - n/a	
6529 Interest Expenses	\$ - n/a	
6599 Other Debt Fees	\$ - n/a	

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

**Application for an Open-Enrollment Charter School  
Start-Up Budget Template Instructions  
Instructions to complete Start-up budget template.**

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start-up budget:  to
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement to Financial Accounting and Reporting, Nonprofit Charter School Chart of Accounts to ensure that the account codes are used appropriately. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year*. Include a description and a dollar amount for each source of funds identified as a net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues*. Include a description and a dollar amount for each source of funds identified as revenues. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses*.
10. The start-up budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. (For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). These written calculations should be attached following the printout of the completed start-up budget template.
11. Forward a copy of the completed template including the supporting written calculations with the charter application.

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Summary of Estimated Revenues and Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the period

	01/01/2010	to	08/31/2010	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$ 150,000	\$	\$ 150,000
Total Estimated Revenues	\$	\$	\$	\$
Estimated Expenses:				
6100 Payroll Costs		67,514		67,514
6200 Professional and Contracted Services		16,500		16,500
6300 Supplies and Materials		15,000		15,000
6400 Other Operating Costs		14,000		14,000
6500 Debt Expenses				
Other Expenses				
Total Estimated Expenses	\$	\$ 113,014	\$	\$ 113,014
Change in Net Assets	\$	\$ -113,014	\$	\$ -113,014
Net Assets at End of Year	\$	\$ 36,986	\$	\$ 36,986

← was \$140K  
← Lower Actual  
1/1/10

← \$93,000  
←

← Lower  
12/31/10

← was \$181K

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Net Assets at Beginning of Year**

Leadership Prep School

Leadership Prep School

Budget for the period

01/01/2010 to 08/31/2010

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Contribution by Elevate Life Church		150,000		150,000
[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.]				
Net Assets at Beginning of Year	\$	\$ 150,000	\$	\$ 150,000

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School -  
Schedule of Estimated Revenue**

Leadership Prep School

Leadership Prep School

Budget for the period

01/01/2010

to

08/31/2010

Description of Estimated Revenues	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.]				
[Enter description here.]				
Total Estimated Revenues	\$	\$	\$	\$

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expense**

Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2010 to 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 --Teacher and Other Professional Personnel		36,000		36,000
6121 Extra Duty Pay/Overtime - Support Personnel				
6129 Salaries or Wages for Support Personnel		23,333		23,333
6139 Employee Allowances				
6141 Social Security/Medicare		860		860
6142 Group Health and Life Insurance		4,800		4,800
6143 Workers' Compensation		593		593
6145 Unemployment Compensation		1,602		1,602
6146 Teacher Retirement/TRS Care		326		326
6149 Employee Benefits				
<b>Total Payroll Costs</b>	<b>\$</b>	<b>\$ 67,514</b>	<b>\$</b>	<b>\$ 67,514</b>

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School

Leadership Prep School

Budget for the period

01/01/2010

to

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		2,000		2,000
6212 Audit Services				
6219 Professional Services		14,500		14,500
6221 Staff Tuition and Related Fees--Higher Education				
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services				
6249 Contracted Maintenance and Repair				
6259 Utilities				
6269 Rentals--Operating Leases				
6299 Miscellaneous Contracted Services				
<b>Total Professional and Contracted Services</b>	<b>\$</b>	<b>\$ 16,500</b>	<b>\$</b>	<b>\$ 16,500</b>

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School

Leadership Prep School

Budget for the period

01/01/2010

to

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				
6321 Textbooks				
6329 Reading Materials				
6339 Testing Materials				
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies		15,000		15,000
Total Payroll Costs	\$	\$ 15,000	\$	\$ 15,000

*APPROVED DURING CONTINGENCY PROCESS*



**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2010 to 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		2,000		2,000
6412 Travel and Subsistence--Students				
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees		2,000		2,000
6429 Insurance and Bonding Costs				
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs		10,000		10,000
Total Other Operating Costs	\$	\$ 14,000	\$	\$ 14,000

2,000  
2,000

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2010 to 08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Estimated Expenses	\$	\$	\$	\$

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the period

01/01/2010 to 08/31/2010

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Other Expenses				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Total Other Expenses	\$	\$	\$	\$
Total Estimated Expenses	\$	\$ 113,014	\$	\$ 113,014

APPROVED DURING CONTINGENCY PROCESS

**Leadership Prep School  
Start-up Budget Narrative**

	Object Code	Amount	Description
Revenue	<i>5700 Revenue from Local and Intermediate Sources</i>		
	5744 Gifts and Bequests	\$ 150,000	Contribution by Elevate Life Church for planning and start-up purposes
Expenditures	<i>6100 Payroll Costs</i>		
	6112 Salaries or Wages for Substitute Teachers	\$ -	n/a
	6119 Salaries or Wages --Teacher and Other Professional Personnel	\$ 36,000	Salary for Superintendent prior to opening the school; prorated for 8 mos at 3 days per week. $(\$90,000 * 8/12) * 3/5 = \$36,000$
	6121 Extra Duty Pay/Overtime - Support Personnel	\$ -	n/a
	6129 Salaries or Wages for Support Personnel	\$ 23,333	Salary for administrative support prior to opening the school; prorated for 8 mos at 5 days per week $(\$35,000 * 8/12) = \$23,333.33$
	6139 Employee Allowances	\$ -	n/a
	6141 Social Security/Medicare	\$ 860	Medicare calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. $((\$36,000 + \$23,333) * .0145) = \$860$
	6142 Group Health and Life Insurance	\$ 4,800	Group Health/Life Insurance calculation for Superintendent and Administrative Assistant - prorated group rate. $((\$3,600 * 2 employees) * 8/12) = \$4,800$
	6143 Workers' Compensation	\$ 593	Workers Comp calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. $((\$36,000 + \$23,333) * .0100) = \$593$
	6145 Unemployment Compensation	\$ 1,602	Unemployment calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. $((\$36,000 + \$23,333) * .0270) = \$1,602$
	6146 Teacher Retirement/TRS Care	\$ 326	TRS calculation for Superintendent (Object Code 6119) and Administrative Assistant (Object Code 6129) prorated salaries; excludes employee contributions. $((\$36,000 + \$23,333) * .0055) = \$326$
	6149 Employee Benefits	\$ -	n/a
	<i>6200 Professional and Contracted Services</i>		
	6211 Legal Services	\$ 2,000	Legal services, as needed (\$200 per hour * 10 hrs)
	6212 Audit Services	\$ -	n/a
	6219 Professional Services	\$ 14,500	Professional services of JR3
	6221 Staff Tuition and Related Fees--Higher Education	\$ -	n/a
	6222 Student Tuition--Public Schools	\$ -	n/a
	6223 Student Tuition--Other than Public Schools	\$ -	n/a
	6229 Tuition and Transfer Payments	\$ -	n/a
	6239 Education Service Center Services	\$ -	Not used in start-up phase
	6249 Contracted Maintenance and Repair	\$ -	n/a
	6259 Utilities	\$ -	n/a
	6269 Rentals--Operating Leases	\$ -	No rent during start-up phase
	6299 Miscellaneous Contracted Services	\$ -	n/a
	<i>6300 Supplies and Materials</i>		
	6311 Gasoline and Other Fuels for Vehicles (Including Buses)	\$ -	n/a
	6319 Supplies for Maintenance and/or Operations	\$ -	n/a
	6321 Textbooks	\$ -	n/a
	6329 Reading Materials	\$ -	n/a

*Loan*

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APPROVED DURING CONTINGENCY PROCESS

**Leadership Prep School  
Start-up Budget Narrative**

Object Code	Amount	Description
6339 Testing Materials	\$ -	n/a
6341 Food	\$ -	n/a
6342 Non-Food	\$ -	n/a
6343 Items for Sale	\$ -	n/a
6344 USDA Donated Commodities	\$ -	n/a
6349 Food Services Supplies	\$ -	n/a
6399 General Supplies	\$ 15,000	Consumable teaching and office items such as paper, pencils, forms, and postage (\$1,000); software (site license and single use) (\$4,000); furniture and technology equipment (\$9,000); and miscellaneous supplies (\$1,000).
<i>6400 Other Operating Expenses</i>		
6411 Travel and Subsistence--Employee Only	\$ 2,000	Travel and subsistence for the Superintendent and Business Manager needed for travel related to required meetings, recruiting staff, and seminars.
6412 Travel and Subsistence--Students	\$ -	n/a
6413 Stipends--Non-Employees	\$ -	n/a
6419 Travel and Subsistence--Non-Employees	\$ 2,000	Board member travel and fees associated with conferences, seminars, in-service training, etc.
6429 Insurance and Bonding Costs	\$ -	n/a
6449 Depreciation Expense	\$ -	n/a
6494 Reclassified Transportation Expenses	\$ -	n/a
6499 Miscellaneous Operating Costs	\$ 10,000	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
<i>6500 Debt Expense</i>		
6521 Interest on Bonds	\$ -	n/a
6522 Capital Lease Interest	\$ -	n/a
6523 Interest on Debt	\$ -	n/a
6529 Interest Expenses	\$ -	n/a
6599 Other Debt Fees	\$ -	n/a

APPROVED DURING CONTINGENCY PROCESS

## **Attachment O**

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Budget Template Instructions**

**Instructions to complete first year (and subsequent years, if required) 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. The special supplement can be found in the School Finance Section of the TEA web site.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Asset ' Beginning of Year.* Include a description and a dollar amount for each net asset. The sources of all nongovernmental grants, funding and gifts must be reported by the documentation included in Attachment M.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (object code 5700). The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (object code 5800)
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (object code 5900)
11. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (object code 6000)
12. The budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). In addition, a reasonable planning estimate for average daily attendance (ADA) is \$5,000 per student. These written calculations should be attached following the printout of the completed budget template.
13. Forward a copy of the completed template including the supporting written calculations with the charter application.

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

191

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Summary of Estimated Revenues and Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$ 1,818	\$	\$ 1,818
Estimated Revenue				
5700 Local Sources				
5800 State Sources		1,250,000		1,250,000
5900 Federal Sources				
Other Sources				
Total Estimated Revenues	\$	\$ 1,250,000	\$	\$ 1,250,000
Estimated Expenses:				
6100 Payroll Costs		823,120		823,120
6200 Professional and Contracted Services		102,571		102,571
6300 Supplies and Materials		164,500		164,500
6400 Other Operating Costs		80,000		80,000
6500 Debt Expenses				
Other Expenses				
Total Estimated Expenses	\$	\$ 1,170,191	\$	\$ 1,170,191
Change in Net Assets	\$	\$ 79,809	\$	\$ 79,809
Net Assets at End of Year	\$	\$ 81,627	\$	\$ 81,627

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

192



**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Net Assets at Beginning of Year**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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		1,818		1,818
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$	\$ 1,818	\$	\$ 1,818

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

193

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Local Revenue**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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 Activites				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	<b>Total Local Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

194

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated State Revenue**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment				
5812	Foundation School Program Act Entitlements		1,250,000		1,250,000
5813	Foundation School Program Act Incentive Aid				
5819	Other Foundation School Program Act Revenues				
5829	State Program Revenues Distributed by Texas Education Agency				
5899	State Revenues from State of Texas Government Agencies				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	<b>Total State Revenues</b>	<b>\$</b>	<b>\$ 1,250,000</b>	<b>\$</b>	<b>\$ 1,250,000</b>

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

195

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Federal Revenue**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agency [Enter description here.] [Enter description here.] [Enter description here.]				
5921	School Breakfast Program				
5922	National School Lunch Program				
5923	United States Department of Agriculture (USDA) Donated Commodities				
5929	Federal Revenues Distributed by Texas Education Agency [Enter description here.] [Enter description here.] [Enter description here.]				
5931	School Health and Related Services				
5932	Medicaid Administrative Claiming Program				
5939	Federal Revenues Distributed by Other State of Texas Government Agencies				
5949	Federal Revenues Distributed Directly from the Federal Government [Enter description here.] [Enter description here.] [Enter description here.]				
	<b>Total Federal Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

196

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
 Schedule of Net Assets at Beginning of Year**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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	\$	\$	\$	\$

REVISED DURING CONTINGENCY PROCESS.  
 SEE INSERT.

197

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	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		10,250		10,250
6119 Salaries or Wages --Teacher and Other Professional Personnel		560,000		560,000
6121 Extra Duty Pay/Overtime - Support Personnel		25,000		25,000
6129 Salaries or Wages for Support Personnel		125,000		125,000
6139 Employee Allowances		1,200		1,200
6141 Social Security/Medicare		10,295		10,295
6142 Group Health and Life Insurance		61,200		61,200
6143 Workers' Compensation		7,100		7,100
6145 Unemployment Compensation		19,170		19,170
6146 Teacher Retirement/TRS Care		3,905		3,905
6149 Employee Benefits				
Total Payroll Costs	\$	\$ 823,120	\$	\$ 823,120

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

198

**Application for an Open-Enrollment Charter School - Fifteenth Generation**  
**Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
 Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services		6,000		6,000
6212 Audit Services		10,000		10,000
6219 Professional Services				
6221 Staff Tuition and Related Fees--Higher Education				
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services				
6249 Contracted Maintenance and Repair		30,000		30,000
6259 Utilities		23,571		23,571
6269 Rentals--Operating Leases		33,000		33,000
6299 Miscellaneous Contracted Services				
Total Professional and Contracted Services	\$	\$ 102,571	\$	\$ 102,571

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

661

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (including Buses)				
6319 Supplies for Maintenance and/or Operations				
6321 Textbooks				
6329 Reading Materials		12,000		12,000
6339 Testing Materials		2,500		2,500
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies		150,000		150,000
<b>Total Supplies and Materials</b>	\$	\$ 164,500	\$	\$ 164,500

200



**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence--Employee Only				
6412 Travel and Subsistence--Students		15,000		15,000
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees				
6429 Insurance and Bonding Costs		15,000		15,000
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses				
6499 Miscellaneous Operating Costs		50,000		50,000
Total Other Operating Costs	\$	\$ 80,000	\$	\$ 80,000
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6523 Interest Expenses				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Other Operating Costs	\$	\$	\$	\$

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

201

20

**Application for an Open-Enrollment Charter School - Fifteenth Generation  
Schedule of Estimated Expenses**

Operation Celebration dba Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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

Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
\$	\$	\$	\$
	1,170,191		1,170,191

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

202

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
<i>Revenue</i>		
Carry forward from Start-up Phase	\$ 1,818	Carry forward from start-up budget
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		
		Description
		Description
		Description
5751 Food Service Activity		
5752 Athletic Activities		
5753 Extracurricular/Cocurricular Activities Other than Athletics		
5759 Cocurricular, Enterprising Services or Activites		
		Description
		Description
		Description
5769 Miscellaneous Revenues from Intermediate Sources		
		Description
		Description
		Description
5811 Per Capita Apportionment	\$ -	
5812 Foundation School Program Act Entitlements	\$ 1,250,000	250 Students * \$5,000 (planning estimate per charter guidelines)
5813 Foundation School Program Act Incentive Aid		
5819 Other Foundation School Program Act Revenues		
5829 State Program Revenues Distributed by Texas Education Agency		
5899 State Revenues from State of Texas Government Agencies		
	\$ -	Description
	\$ -	Description
	\$ -	Description
5919 Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies		

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
	\$ -	Description
	\$ -	Description
	\$ -	Description
5921 School Breakfast Program		
5922 National School Lunch Program		
5923 United States Department of Agriculture (USDA) Donated Commodities		
5929 Federal Revenues Distributed by Texas Education Agency		
	\$ -	Description
	\$ -	Description
	\$ -	Description
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		
	\$ -	Description
	\$ -	Description
	\$ -	Description

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

*Expenditures*

6100 Payroll Costs		
6112 Salaries or Wages for Substitute Teachers	\$ 10,250	Substitute pay (\$70 * 15 teachers * 5 days = \$5,250)
6119 Salaries or Wages --Teacher and Other Professional Personnel	\$ 560,000	Superintendent (\$90,000 * 1 = \$90,000); Principal (\$65,000 * 1 = \$65,000); Teachers (45,000 * 9 = \$405,000)
6121 Extra Duty Pay/Overtime - Support Personnel	\$ 25,000	\$1,250 * 20 = \$25,000
6129 Salaries or Wages for Support Personnel	\$ 125,000	Teacher's Assistant (\$17,500 * 4 = \$70,000); PEIMS Specialist (\$30,000 * 1 = \$30,000); Receptionist/Secretary (\$25,000 * 1 = \$25,000)
6139 Employee Allowances	\$ 1,200	Cell phone allowance for Superintendent (\$100 * 12 mos = \$1,200)
6141 Social Security/Medicare	\$ 10,295	Object code 6119 and 6129 (\$560,000 + \$150,000) * (0.0145) = \$10,295
6142 Group Health and Life Insurance	\$ 61,200	Group rate (\$3,600 * 17 employees = \$61,200)
6143 Workers' Compensation	\$ 7,100	Object code 6119 and 6129 (\$560,000 + \$150,000) * (0.0100) = \$7,100

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
6145 Unemployment Compensation	\$ 19,170	Object code 6119 and 6129 $(\$560,000 + \$150,000) * (0.0270) = \$19,170$
6146 Teacher Retirement/TRS Care	\$ 3,905	Object code 6119 and 6129 $(\$560,000 + \$150,000) * (0.0055) = \$3,905$
6149 Employee Benefits	\$ -	n/a
6200 Professional and Contracted Services		
6211 Legal Services	\$ 6,000	Retainer for legal council; to be used as needed for poli and employment issues
6212 Audit Services	\$ 10,000	Annual audit
6219 Professional Services	\$ -	
6221 Staff Tuition and Related Fees--Higher Education		
6222 Student Tuition--Public Schools		
6223 Student Tuition--Other than Public Schools		
6229 Tuition and Transfer Payments		
6239 Education Service Center Services		
6249 Contracted Maintenance and Repair	\$ 30,000	Estimated
6259 Utilities	\$ 23,571	Current tenet's Utilities for prior year of \$33,000 * 5/7 = \$23,571
6269 Rentals--Operating Leases	\$ 33,000	33,000 sq feet * \$1.00 = \$33,000
6299 Miscellaneous Contracted Services		
6300 Supplies and Materials		
6311 Gasoline and Other Fuels for Vehicles (Including Buses)		
6319 Supplies for Maintenance and/or Operations		
6321 Textbooks		
6329 Reading Materials	\$ 12,000	Supplemental reading materials used by classroom teachers (\$5 per book * 2,400 = \$12,000)
6339 Testing Materials	\$ 2,500	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * 250 = \$2,500)
6341 Food		
6342 Non-Food		
6343 Items for Sale		
6344 USDA Donated Commodities		
6349 Food Services Supplies		
6399 General Supplies	\$ 150,000	General office supplies and materials; Supplies and equipment for school start-up: computers for teachers; consumable instructional supplies; curriculum supplies; and software applications for students.

REVISED DURING CONTINGENCY PROCESS.  
SEE INSERT.

2005

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
6400 Other Operating Expenses		
6411 Travel and Subsistence--Employee Only	\$ 15,000	Travel and subsistence for the Superintendent and Board Members needed for travel related to required meetings, recruiting staff, and seminars.
6412 Travel and Subsistence--Students		
6413 Stipends--Non-Employees		
6419 Travel and Subsistence--Non-Employees		
6429 Insurance and Bonding Costs	\$ 15,000	Funds for building liability insurance, D&O insurance, and fire hazard building insurance.
6449 Depreciation Expense		
6494 Reclassified Transportation Expenses		
6499 Miscellaneous Operating Costs	\$ 50,000	Includes fees and dues; bid notices; food/refreshment for sch related meetings; and newspaper advertisements.
6500 Debt Expense		
6521 Interest on Bonds		
6522 Capital Lease Interest		
6523 Interest on Debt		
6529 Interest Expenses		
6599 Other Debt Fees		

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

**Application for an Open-Enrollment Charter School  
Budget Template Instructions**

**Instructions to complete first year (and subsequent years, if required) 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. The special supplement can be found in the School Finance Section of the TEA website.
6. The *Summary of Estimated Revenues and Expenses* reports the totals entered into the revenue and expenditure by object code classification. Data does not need to be entered into the summary page.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset. The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (object code 5700). The sources of all nongovernmental grants, funding and gifts must be supported by the documentation included in Attachment M.
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (object code 5800)
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (object code 5900)
11. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (object code 6000)
12. The budget must identify all sources of funding and anticipated expenses. The revenues and expenses for each entry in the budget template must be supported with written calculations indicating how the amounts were derived. For example, 3 teachers @ \$30,000 annual salary = \$90,000 salaries or wages entered to line 6119). In addition, a reasonable planning estimate for average daily attendance (ADA) is \$6,000 per student. These written calculations should be attached following the printout of the completed budget template.
13. Forward a copy of the completed template including the supporting written calculations with the charter application.

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Summary of Estimated Revenues and Expenses**

**APPROVED DURING CONTINGENCY PROCESS**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$	\$ 36,986	\$	\$ 36,986
Estimated Revenue				
5700 Local Sources				
5800 State Sources		1,125,000		1,125,000
5900 Federal Sources				
Other Sources				
Total Estimated Revenues	\$	\$ 1,125,000	\$	\$ 1,125,000
Estimated Expenses:				
6100 Payroll Costs		766,291		766,291 ↓
6200 Professional and Contracted Services		138,571		138,571 ↑
6300 Supplies and Materials		144,500		144,500 ↓
6400 Other Operating Costs		58,000		58,000 ↑
6500 Debt Expenses				
Other Expenses				
Total Estimated Expenses	\$	\$ 1,107,362	\$	\$ 1,107,362 - 1107,171
Change in Net Assets	\$	\$ 17,638	\$	\$ 17,638
Net Assets at End of Year	\$	\$ 54,624	\$	\$ 54,624

*Carry over  
to larger  
Account*

*1107,171*



**Application for an Open-Enrollment Charter School  
 Schedule of Estimated Net Assets at Beginning of Year**

Leadership Prep School  
 Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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		36,986		36,986
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
[Enter description here.]				
Net Assets at Beginning of Year	\$	\$ 36,986	\$	\$ 36,986

11/14/12

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Local Revenue**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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 Activites				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	<b>Total Local Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated State Revenue**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment		1,125,000		1,125,000
5812	Foundation School Program Act Entitlements				
5813	Foundation School Program Act Incentive Aid				
5819	Other Foundation School Program Act Revenues				
5829	State Program Revenues Distributed by Texas Education Agency				
5899	State Revenues from State of Texas Government Agencies				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	<b>Total State Revenues</b>	<b>\$</b>	<b>\$ 1,125,000</b>	<b>\$</b>	<b>\$ 1,125,000</b>

APPROVED DURING CONTINGENCY PROCESS

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**Application for an Open-Enrollment Charter School  
Schedule of Estimated Federal Revenue**

Leadership Prep School

Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agency				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5921	School Breakfast Program				
5922	National School Lunch Program				
5923	United States Department of Agriculture (USDA) Donated Commodities				
5929	Federal Revenues Distributed by Texas Education Agency				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
5931	School Health and Related Services				
5932	Medicaid Administrative Claiming Program				
5939	Federal Revenues Distributed by Other State of Texas Government Agencies				
5949	Federal Revenues Distributed Directly from the Federal Government				
	[Enter description here.]				
	[Enter description here.]				
	[Enter description here.]				
	<b>Total Federal Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Net Assets at Beginning of Year**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

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.]				
[Enter description here.]				
<b>Total Other Sources</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	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		3,500		3,500
6119 Salaries or Wages --Teacher and Other Professional Personnel		614,000		614,000
6121 Extra Duty Pay/Overtime - Support Personnel		800		800
6129 Salaries or Wages for Support Personnel		49,000		49,000
6139 Employee Allowances				
6141 Social Security/Medicare		9,614		9,614
6142 Group Health and Life Insurance		61,200		61,200
6143 Workers' Compensation		6,630		6,630
6145 Unemployment Compensation		17,901		17,901
6146 Teacher Retirement/TRS Care		3,647		3,647
6149 Employee Benefits				
Total Payroll Costs	\$	\$ 766,291	\$	\$ 766,291

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services		6,000		6,000
6212 Audit Services		5,000		5,000
6219 Professional Services		40,000		40,000
6221 Staff Tuition and Related Fees--Higher Education		3,000		3,000
6222 Student Tuition--Public Schools				
6223 Student Tuition--Other than Public Schools				
6229 Tuition and Transfer Payments				
6239 Education Service Center Services		5,000		5,000
6249 Contracted Maintenance and Repair		20,000		20,000
6259 Utilities		23,571		23,571
6269 Rentals--Operating Leases		33,000		33,000
6299 Miscellaneous Contracted Services		3,000		3,000
Total Professional and Contracted Services	\$	\$ 138,571	\$	\$ 138,571

was 0  
✓  
138,571  
↑ was 102,571

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School

Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)				
6319 Supplies for Maintenance and/or Operations				
6321 Textbooks				
6329 Reading Materials		12,000		12,000
6339 Testing Materials		2,500		2,500
6341 Food				
6342 Non-Food				
6343 Items for Sale				
6344 USDA Donated Commodities				
6349 Food Services Supplies				
6399 General Supplies		130,000		130,000
Total Supplies and Materials	\$	\$ 144,500	\$	\$ 144,500

APPROVED DURING CONTINGENCY PROCESS

↓ 150k  
↓ 164,500



**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	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		10,000		10,000
6412 Travel and Subsistence--Students		2,500		2,500
6413 Stipends--Non-Employees				
6419 Travel and Subsistence--Non-Employees		3,000		3,000
6429 Insurance and Bonding Costs		15,000		15,000
6449 Depreciation Expense				
6494 Reclassified Transportation Expenses		2,500		2,500
6499 Miscellaneous Operating Costs		25,000		25,000
Total Other Operating Costs	\$	\$ 58,000	\$	\$ 58,000
6500 Debt Expense				
6521 Interest on Bonds				
6522 Capital Lease Interest				
6523 Interest on Debt				
6523 Interest Expenses				
6529 Interest Expenses				
6599 Other Debt Fees				
Total Other Operating Costs	\$	\$	\$	\$

154  
was 10  
was \$500  
was \$500  
was \$80K

APPROVED DURING CONTINGENCY PROCESS

**Application for an Open-Enrollment Charter School  
Schedule of Estimated Expenses**

Leadership Prep School  
Leadership Prep School

Budget for the Fiscal Year Ended

08/31/2012

	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	\$	\$ 1,107,362	\$	\$ 1,107,362

APPROVED DURING CONTINGENCY PROCESS

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
<b>Revenue</b>		
Carry forward from Start-up Phase	\$ 36,986	Carry forward from start-up budget
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	\$ -	
	Description \$	-
	Description \$	-
	Description \$	-
5751 Food Service Activity	\$ -	
5752 Athletic Activities	\$ -	
5753 Extracurricular/Cocurricular Activities Other than Athletics	\$ -	
5759 Cocurricular, Enterprising Services or Activities	\$ -	
	Description \$	-
	Description \$	-
	Description \$	-
5769 Miscellaneous Revenues from Intermediate Sources	\$ -	
	Description \$	-
	Description \$	-
	Description \$	-
5811 Per Capita Apportionment	\$ -	
5812 Foundation School Program Act Entitlements	\$ 1,125,000	250 Students * \$5,000 per student * 90% attendance adjustment
5813 Foundation School Program Act Incentive Aid	\$ -	
5819 Other Foundation School Program Act Revenues	\$ -	
5829 State Program Revenues Distributed by Texas Education Agency	\$ -	
5899 State Revenues from State of Texas Government Agencies	\$ -	
	Description \$	-
	Description \$	-
	Description \$	-
5919 Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies	\$ -	
	Description \$	-

APPROVED DURING CONTINGENCY PROCESS

**Leadership Prep School  
First Year Budget Narrative**

**APPROVED DURING CONTINGENCY PROCESS**

Object Code	Description	Amount	Description
	Description	\$ -	
	Description	\$ -	
5921	School Breakfast Program	\$ -	
5922	National School Lunch Program	\$ -	
5923	United States Department of Agriculture (USDA) Donated Commodities	\$ -	
5929	Federal Revenues Distributed by Texas Education Agency	\$ -	
	Description	\$ -	
	Description	\$ -	
	Description	\$ -	
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	\$ -	
	Description	\$ -	
	Description	\$ -	
	Description	\$ -	

**Expenditures**

6100	Payroll Costs		
6112	Salaries or Wages for Substitute Teachers	\$ 3,500	Substitute pay (\$70 * 10 teachers * 5 days = \$3,500)
6119	Salaries or Wages -- Teacher and Other Professional Personnel	\$ 614,000	Superintendent (\$90,000 * 1 * 3/5 week = \$54,000); Principal (\$65,000 * 1 = \$65,000); Business Manager (\$45,000 * 1 = \$45,000); Teachers (45,000 * 10 = \$450,000)
6121	Extra Duty Pay/Overtime - Support Personnel	\$ 800	40 hours * \$20 = \$800
6129	Salaries or Wages for Support Personnel	\$ 49,000	PEIMS Specialist (\$24,000 * 1 = \$24,000); Receptionist/Secretary (\$25,000 * 1 = \$25,000)
6139	Employee Allowances	\$ -	n/a
6141	Social Security/Medicare	\$ 9,614	Object code 6119 and 6129 (\$614,000 + \$49,000) * (0.0145) = \$9,613.50
6142	Group Health and Life Insurance	\$ 61,200	Group rate (\$3,600 * 17 employees = \$61,200)
6143	Workers' Compensation	\$ 6,630	Object code 6119 and 6129 (\$614,000 + \$49,000) * (0.0100) = \$6,630
6145	Unemployment Compensation	\$ 17,901	Object code 6119 and 6129 (\$614,000 + \$49,000) * (0.0270) = \$17,901
6146	Teacher Retirement/TRS Care	\$ 3,647	Object code 6119 and 6129 (\$614,000 + \$49,000) * (0.0055) = \$3,646.50
6149	Employee Benefits	\$ -	n/a

**Leadership Prep School  
First Year Budget Narrative**

**APPROVED DURING CONTINGENCY PROCESS**

Object Code	Amount	Description
6200 Professional and Contracted Services		
6211 Legal Services	\$ 6,000	Estimated legal council fees to be used as needed for policy development and employment issues
6212 Audit Services	\$ 5,000	Annual audit
6219 Professional Services	\$ 40,000	JRS - Financial, Tax, and Payroll Services
6221 Staff Tuition and Related Fees--Higher Education	\$ 3,000	Estimated for services rendered by institutions of higher education for the benefit of school personnel
6222 Student Tuition--Public Schools	\$ -	
6223 Student Tuition--Other than Public Schools	\$ -	
6229 Tuition and Transfer Payments	\$ -	
6239 Education Service Center Services	\$ 5,000	Services related to professional development
6249 Contracted Maintenance and Repair	\$ 20,000	Estimated
6259 Utilities	\$ 23,571	Current tenet's annualized utilities (2009) total \$33,000. The Charter will exclusively use the facility Monday through Friday (5/7 days per week). The Church will utilize the the facility on Saturday and Sunday (2/7 days per week). Therefore, utilities estimate is calculated as follows: $\$33,000 * 5/7 = \$23,571.43$
6269 Rentals--Operating Leases	\$ 33,000	33,000 sq feet * \$1.00 = \$33,000
6299 Miscellaneous Contracted Services	\$ 3,000	Estimated miscellaneous contracted services not specified elsewhere.
6300 Supplies and Materials		
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	\$ -	
6319 Supplies for Maintenance and/or Operations	\$ -	
6321 Textbooks		
6329 Reading Materials	\$ 12,000	Supplemental reading materials used by classroom teachers (\$5 per book * 2,400 = \$12,000)
6339 Testing Materials	\$ 2,500	Standardized testing materials for bench marking and monitoring progress of all students. (\$10 * 250 = \$2,500)
6341 Food	\$ -	
6342 Non-Food	\$ -	
6343 Items for Sale	\$ -	
6344 USDA Donated Commodities	\$ -	
6349 Food Services Supplies	\$ -	
6399 General Supplies	\$ 130,000	General office supplies and materials; Supplies and equipment for school start-up: computers for teachers; consumable instructional supplies; curriculum supplies; and software applications for students.
6400 Other Operating Expenses		
6411 Travel and Subsistence--Employee Only	\$ 10,000	Travel and subsistence for employees needed for travel related to required meetings, recruiting staff, and seminars.
6412 Travel and Subsistence--Students	\$ 2,500	Rental of vans, buses, and other vehicles, meals, participation fees, room, and other expenses associated with students traveling for school sponsored events.

*Handwritten signature and initials*

**Leadership Prep School  
First Year Budget Narrative**

Object Code	Amount	Description
6413 Stipends--Non-Employees		
6419 Travel and Subsistence--Non-Employees	\$ 3,000	Board Members required meetings, recruiting staff, and seminars.
6429 Insurance and Bonding Costs	\$ 15,000	Funds for building liability insurance, D&O insurance, and fire and hazard building insurance.
6449 Depreciation Expense	\$ -	
6494 Reclassified Transportation Expenses	\$ 2,500	Costs associated with Field Studies
6499 Miscellaneous Operating Costs	\$ 25,000	Includes fees and dues; bid notices; food/refreshment for school related meetings; and newspaper advertisements.
6500 Debt Expense		
6521 Interest on Bonds	\$ -	
6522 Capital Lease Interest	\$ -	
6523 Interest on Debt	\$ -	
6529 Interest Expenses	\$ -	
6599 Other Debt Fees	\$ -	

APPROVED DURING CONTINGENCY PROCESS

## **Attachment P**

## **Attachment P: Negotiated Service Agreements**

No service agreements for financial accounting, payroll, and/or tax accounting services for the proposed charter school have been negotiated at the time of filing this application.



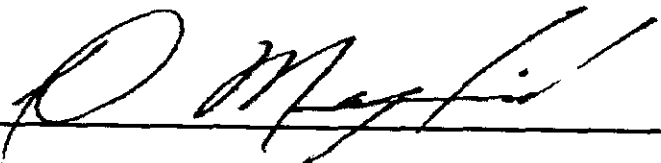
## **Attachment Q**

***Certificate of Occupancy***  
***The City of Frisco***  
***Building Inspections Department***

This certificate issued pursuant to the requirements of the current Building and Zoning Codes certifying that at the time of issuance this structure was in compliance with the various ordinances of The City of Frisco regulating building construction or use. For the following:

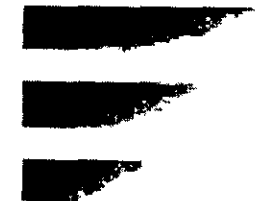
Building Permit No	<u>B03-1176</u>	Building Address	<u>8500 TEEL PKWY</u>
Occupancy Classification	<u>A-3/ E/ B</u>	Type of Construction	<u>II-B</u>
Current Type of Use	<u>ASSEMBLY</u>	Zoning District	<u>IT</u>
Owner of Building	<u>CELEBRATION COVENANT CHURCH</u>	Inspected by	<u>JB</u>
Owner's Address	<u>8500 TEEL PARKWAY</u>	Date	<u>7/19/2004</u>
Tax Number	<u></u>		
Legal Description	<u></u>		
Special Conditions	<u></u>		

PERMIT NO:  
B03-1176

  
\_\_\_\_\_

Building Official

POST IN A CONSPICUOUS PLACE



**FRISCO**

## Leadership Prep School Contingencies

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Other

*APPROVED DURING CONTINGENCY PROCESS*

The information in the charter application for Leadership Prep School in regards to the Certificate of Occupancy on page 210: Attachment Q should have the following letter attached.



DEVELOPMENT SERVICES

**CITY OF FRISCO**

GEORGE A. PUREFOY MUNICIPAL CENTER  
6101 FRISCO SQUARE BLVD · 3<sup>RD</sup> FLOOR  
FRISCO, TEXAS 75034  
TEL 972.292-5300 · FAX 972.292.5388

[WWW.FRISCOTEXAS.GOV](http://WWW.FRISCOTEXAS.GOV)

November 19, 2010

**APPROVED DURING CONTINGENCY PROCESS**

Texas Education Agency  
Division of Charter School Administration  
Attn: Rick Salvo  
1701 North Congress Avenue  
Austin, TX 78701

Ref: Elevate Life Church  
8500 Teel Pkwy.  
Block A, Lot 1, Celebration Covenant Church Addition

Mr. Salvo.

Please accept this correspondence as confirmation that the above referenced facility is acceptable for occupancy as an educational use. Review of this facility and applicable ordinances confirms that the proposed use complies with the City of Frisco Zoning Ordinance and adopted Building and Fire Codes.

Prior to use as an educational facility, a separate Certificate of Occupancy will need to be issued for the additional operations. Please feel free to contact me if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Steve Covington".

Steve Covington  
Chief Building Official  
[scovington@friscotexas.gov](mailto:scovington@friscotexas.gov)  
972 292-5330

## **Attachment R**



*A Place for the Whole Family*

February 23, 2010

To Whom It May Concern:

Please allow this letter to serve as written confirmation that Elevate Life Church has agreed to lease our 33,000 sq. ft. facility (located at 8500 Teel Parkway, Frisco, Texas) which features space for 9 classrooms, 1 computer lab, gym/cafeteria, commercial kitchen, special education room, auditorium, 4 offices, secretary and receptionist areas, teacher's lounge, several storage areas, ADA compliant restrooms and an outdoor playground, to Operation Celebration dba Leadership Prep School.

A lease agreement will be signed once a charter has been awarded to Operation Celebration dba Leadership Prep School.

A handwritten signature in black ink, appearing to read "Steven G. Miner".

Steven G. Miner  
Director of Administration, Celebration Covenant Church

A handwritten signature in black ink, appearing to read "Stacy Alton".

Stacy Alton  
President, Operation Celebration

**APPROVED DURING CONTINGENCY PROCESS**

**SCHOOL LEASE**

**BETWEEN**

**Elevate Life Church**

**AS LANDLORD**

**AND**

**Leadership Prep School**

**AS TENANT**

**November 19, 2010**

**APPROVED DURING CONTINGENCY PROCESS**

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**APPROVED DURING CONTINGENCY PROCESS**

**SCHOOL LEASE**

THIS SCHOOL LEASE (this "Lease") is made and entered into effective as of \_\_\_\_\_, 2010 by and between **ELEVATE LIFE CHURCH**, a Texas non-profit corporation (the "Landlord"), and **LEADERSHIP PREP SCHOOL, INC.**, a Texas non-profit corporation (the "Tenant").

**RECITALS:**

A. Landlord is the owner of certain real property (as described on Exhibit A-1 attached hereto, hereinafter the "Land"), together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Landlord in and to adjacent streets, alleys and rights-of-way. The Land includes one building, grounds and related facilities described herein or from time to time shown, listed or described on Exhibits B-1 and B-2 attached hereto (collectively, the "Facilities"), located at 8500 Teel Parkway, Frisco, Texas 75034.

B. Leadership Prep School, Inc. is an open-enrollment charter school with kindergarten, elementary, middle school and high school programs (the "School"), and desires to lease certain premises on the Land and in the Facilities for the education of such total number of elementary grade students as may be (i) approved by the Texas Education Agency for occupancy at the Facilities, and (ii) permitted by Landlord from time to time, in the exercise of its reasonable discretion, to occupy the Premises for use by the School.

C. Landlord desires to lease such Premises to Tenant, Tenant desires to lease such Premises from Landlord, and the parties have agreed to such lease, at the rental rate and otherwise on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

**SECTION 1**  
**DESCRIPTION AND LEASE OF THE PREMISES**

1.1 Leased Premises. Subject to the terms of Exhibits B-1 and B-2 attached hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord use of those premises at the Facilities (the "Premises") described as follows:

(a) exclusive use of each of the rooms or areas (if any) listed or designated for use as School offices or storage, or otherwise designated for exclusive use by Tenant on Exhibit B-2 hereto ("SCHOOL Lease Schedule"), or otherwise designated on the SCHOOL Lease Schedule hereto for exclusive use by the School for its administrative offices and storage of equipment, books, supplies, and other School materials, or such other suitable alternative

## **APPROVED DURING CONTINGENCY PROCESS**

office or storage rooms as may be hereafter so designated by Landlord as a result of changes in its needs or changes in the needs of the School, of which Landlord is notified in advance by Tenant;

(b) exclusive use during School business days, Monday through Friday (and parent-teacher meetings, regular or special events and other after-hours use in the customary operation of the School, of which Landlord is notified in advance by Tenant), of each of the classrooms or other areas within the building listed or designated on the SCHOOL Lease Schedule for Tenant's non-exclusive use (hereinafter sometimes referred to as "dual use," "joint use," or "shared use"); and

(c) non-exclusive use during School business days, Monday through Friday (and evenings, other than Saturday or Sunday, for parent-teacher meetings, scheduled regular or special events, and other after-hours use customary in the operation of the School, and of which Landlord is notified in advance by Tenant), and otherwise on an as-needed or as-available basis, as determined in the reasonable discretion of Landlord, of the auditorium, kitchen, hallways;

Provided, however, in each case, that the official copy of the then-current SCHOOL Lease Schedule, and the actual physical limitations and nature of use as exclusive or non-exclusive of the Premises, shall be conclusively determined, in the absence of manifest error, by Landlord in good faith from the records of Landlord, including the SCHOOL Lease Schedule in the form attached to Landlord's copy of this Lease.

1.2 Joint Use. Landlord shall retain the non-exclusive use (and exclusive use on ~~Saturday and Sunday~~), of all Common Areas, classrooms, auditorium and other non-exclusive use portions of the Premises and the Land for Landlord's normal weekly church services, and other activities conducted or sponsored by Landlord, including regularly scheduled and special services, meetings, banquets and other regular or special events, and community events. Subject to the terms of Section 1.1 above, Landlord shall coordinate and cooperate in good faith with Tenant in order to provide Tenant with access to non-exclusive use areas of the Premises at all reasonable times that such space is not in use or previously scheduled for use by Landlord.

1.3 Access. Tenant shall be provided with a set of keys and/or keypad codes from time to time sufficient to provide access to the Facilities for the use of the Premises by Tenant. Tenant shall not make copies of any of such keys, or disclose such keypad codes, except on a "need to know" basis to identified individuals of whom Landlord is notified in advance, without the prior consent of Landlord's designated pastor, facilities director or property manager.

1.4 Common Areas. In conjunction with this Lease, Tenant and its employees, agents, students and invitees shall have a non-exclusive license to use the lobby, corridors, restrooms, grounds, sidewalks, parking areas and driveways of the Facilities, and any other building area or real property from time to time designated by Landlord for purposes of pedestrian ingress to and egress from the Premises, for vehicle parking incidental thereto, and for making such deliveries as are necessary and reasonable (provided that such deliveries are made at reasonable times and in a reasonable manner, and as otherwise required by Landlord), together

## **APPROVED DURING CONTINGENCY PROCESS**

with any other public-access areas or common areas so designated on the SCHOOL Lease Schedule attached hereto or otherwise approved in writing by Landlord (collectively, the "Common Areas"), in each case subject to such reasonable limitations on such use as may be imposed by Landlord from time to time.

### SECTION 2 TERM OF THE LEASE

2.1 Term. The term of this Lease (the "Term") shall commence on August 1, 2011 and shall continue for a period of twelve (12) months, ending on July 31, 2012.

### SECTION 3 RENT

3.1 Rent. Tenant shall pay the following amounts as rent hereunder:

(a) Rental. Tenant shall pay to Landlord, without demand, monthly rent under this Lease, computed and payable as hereinafter set forth.

(1) Rental shall be payable on the first (1<sup>st</sup>) day of each calendar month to Landlord's address at the Premises, or at such other place designed by written notice or invoice from Landlord to Tenant. The Rental installment amount for any partial calendar months included in the term of the Lease shall be prorated on a daily basis.

(2) Base Rental. Tenant shall pay to Landlord a Base Rental in monthly installments of \$2750.00.

(b) Utilities and Maintenance Overhead. In addition to all rent payable by Tenant, and in partial satisfaction of Tenant's obligation to maintain the Premises, Tenant shall pay, without demand, on the first day of each calendar month, (i) \$1965.00 in full payment for all utilities consumed by Tenant during the Lease term, and (ii) \$1,050.00 for maintenance and janitorial services to be provided by Landlord during the Lease term, which fixed sums the Parties agree represent the Parties' assessment of Tenant's Share (as hereinafter defined) of the cost of utilities and other overhead costs and expenses listed in clauses (A), (B) and (C) below incurred for the initial Lease year (as further defined below, "Overhead").

3.3 Records. Tenant shall retain and keep in a safe place and intact, until twelve (12) months after termination of this Lease, all of Tenant's records, books and accounts pertaining to the Premises and other data necessary to confirm by audit the financial condition of the School. Landlord, or any duly authorized representative of Landlord, shall have access to and the right to examine and audit any pertinent books, documents, papers and records of Tenant relating to this Lease by mutual arrangement. Tenant shall provide a copy of its annual financial statements (and any accompanying audit report or letter to management) to Landlord promptly following the compilation thereof, and in any event within one hundred fifty (150) days following the end of each fiscal year. Tenant shall provide a copy of interim financial statements to Landlord

## **APPROVED DURING CONTINGENCY PROCESS**

within forty-five (45) days following the end of each fiscal year quarter, which are the calendar months of November, February, May, and August.

### **SECTION 4 TENANT'S DUTIES**

#### **4.1 Use.**

(a) Tenant shall use the Premises only for the operation of the School, and meetings and activities directly related thereto. No fund-raising projects or other non-educational or non-athletic, extra-curricular activities involving persons other than Tenant's students, students' relatives, and Tenant's employees and other representatives shall be conducted at the Facilities without the prior consent of Landlord.

(b) In the operation of the School on the Premises, Tenant always shall comply with the applicable provisions of the Texas Education Code, and all applicable rules and regulations of all governmental agencies. Tenant, at its sole cost, shall obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Premises. Tenant shall forward to Landlord copies of any notices received from any governmental authorities relating to compliance with any such laws or rules within five (5) days after receiving them.

(c) During the Term, Tenant shall pay, prior to delinquency, all taxes, if any, assessed against furnishings, equipment, fixtures and other personalty owned by Tenant and contained in the Premises. Tenant shall exert its best efforts to cause said furnishings, equipment and other personalty to be assessed and billed separately from the real and personal property of Landlord. In the event any such furnishings, equipment or personalty are assessed and taxed to Landlord, Tenant shall pay to Landlord such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of taxes applicable to Tenant's interest.

(d) Except to the extent required by applicable law (in accordance with the written opinion of Tenant's legal counsel delivered to Landlord), Tenant shall not use or permit the use of the Premises for any purpose or do or permit any act or thing to be done thereon or adjacent thereto not permitted by this Lease, including but not limited to any activities that Landlord deems to be contrary to Landlord's purposes, or any unlawful or disreputable activity which might tend to injure the reputation of Landlord. Tenant shall not commit, or allow the committing of any waste upon the Premises, and Tenant shall not permit the existence of any nuisance which, in the reasonable judgment of Landlord, may disturb activities at the Facilities.

(e) Tenant shall not engage in unreasonably hazardous activity in the Premises, the Facilities, or the Common Areas, and Tenant shall abide by the recommendations of Landlord and the insurance carriers of Landlord and Tenant insuring the Premises and the Facilities regarding safety precautions and hazardous activities. Tenant shall not engage in any activity or permit any condition that would cause an increase in the cost to Landlord of

## **APPROVED DURING CONTINGENCY PROCESS**

Landlord's insurance for the Facilities or the Premises, or that would result in cancellation of Landlord's insurance.

(f) Except as otherwise required by applicable law, Tenant shall not put up any signs in the Facilities nor do anything that would change the color, architectural treatment or appearance of the Premises or the Facilities without the prior written permission of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not unreasonably obstruct the drives, parking lots or other Common Areas of the Facilities.

(g) Tenant's employees, students and invitees may park in the Facilities' parking areas only in the spaces designated by Landlord during the hours that those individuals are working at the Premises. Except in the event of an emergency, Landlord at all times shall have sole and complete control of the Common Areas, and may use and control the Common Areas as it deems appropriate and Landlord may change the layout of the Common Areas in its sole discretion; provided, however, that Landlord shall not unreasonably prohibit or interfere with access to the Premises and Tenant parking areas by Tenant and its employees, agents, students and invitees at all times during normal School business hours Monday through Friday, except as otherwise provided herein.

4.2 Signage. Subject to the provisions of Section 4.1(f), Tenant shall submit to Landlord plans and specifications for, and shall construct in accordance with the plans and specifications approved by Landlord, such permanent exterior signage as Tenant may deem necessary for purposes of identification of the School and notification of students, parents and employees of the School as to matters related thereto. Furthermore, permanent classroom and administrative office identification signs, achievement signs, and signs providing directions shall be subject to Landlord's reasonable review and consent. Any posters, banners and/or decorations, whether in classroom areas, joint use areas or common areas shall be affixed to walls of the Facilities temporarily, and shall be removed at the termination of this Lease.

4.3 Subordination and Attornment. This Lease is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter placed upon the Facilities, and to any renewals and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be required of any mortgagee or trustee. In confirmation of such subordination, Tenant agrees, upon demand, to execute such further certificates that Landlord may request. In the event that Tenant shall fail to execute any such instrument promptly as requested (providing Tenant not event less than ten (10) business days), Tenant hereby irrevocably constitutes Landlord as attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such agency is coupled with an interest. Notwithstanding the foregoing, the party secured by any such mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the Party secured by such mortgage or deed of trust, or the purchaser under any such foreclosure sale; and Tenant covenants and agrees that it will, at the written request of the Party secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has the purpose and effect of subordinating this Lease to said mortgage or deed of trust.

## ***APPROVED DURING CONTINGENCY PROCESS***

4.4 **No Assignment or Subletting.** Tenant shall not sell, assign, mortgage, pledge or hypothecate its rights under this Lease, whether voluntarily or by operation of law, nor sublet the Premises or any part thereof without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect.

4.5 **No Liens by Tenant.** Tenant at all times shall keep the Premises, the Facilities, and Tenant's fixtures, free of all liens, recorded or otherwise, created or permitted by the actions or omissions of Tenant.

4.6 **Compliance With Environmental Laws.** Tenant agrees to comply with all environmental laws and regulations of any governmental entity applicable to the Premises or the Facilities as a result of the conduct of the activities of the School thereon, including but not limited to the Asbestos Hazard Emergency Response Act of 1986, and all regulations of the Environmental Protection Agency promulgated thereunder; any other federal, state or local environmental, hazardous substance or toxic substance reporting laws or regulations; and any other laws or regulations placing obligations upon either Landlord or Tenant in connection with the operation of the School on the Premises. Without limiting the generality of the foregoing, Tenant agrees, at its sole cost and expense, (i) to conduct all inspections of the Premises or the Facilities required under any such laws or regulations with respect to the use of the Premises for the operation of the School, (ii) to comply with (A) all continuing inspection, operations and maintenance, personnel training, periodic surveillance and reporting obligations under any such laws or regulations, and (B) all obligations under any such laws or regulations with respect to the preparation of appropriate operations, maintenance and repair programs and management plans, the clean up and abatement of any conditions discovered, and the retention of appropriate records with respect to the use of the Premises for the operation of the School.

### **SECTION 5 LANDLORD'S DUTIES**

5.1 **Utilities Provided by Landlord.** Landlord shall provide to the Premises air-conditioning, heating and electricity, natural gas, water, sewer and trash removal services, at its own expense, except as otherwise provided in Section 3 hereof. Tenant shall adhere to measures announced by Landlord from time to time designed to conserve energy including, but not limited to, the following:

- (a) Thermostats or other temperature control devices shall not be set so as to raise temperatures registered at the thermostat above 68 degrees Fahrenheit for heating, or below 76 degrees Fahrenheit for cooling.
- (b) Any incandescent bulbs used shall be of a capacity not greater than 100 watts.

## **APPROVED DURING CONTINGENCY PROCESS**

- (c) Other than displays previously approved by Landlord, incandescent lighting shall not be used solely for display purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (d) Electrical equipment and appliances, other than customary office equipment, shall not be installed or used upon the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- (c) To the extent practicable, Tenant shall turn off all lights, appliances and equipment when not in use, and when the Premises are unoccupied.

Landlord shall take all reasonable steps to assure that the agreed upon services to be provided by Landlord as described above shall be available to Tenant at all times. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond the control of Landlord, shall not render Landlord liable, in any respect, for damages to any person or property, nor shall such event be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereunder so long as Landlord acts in good faith to restore said service as promptly as reasonably possible.

5.2 Maintenance of Facilities. Landlord acknowledges and agrees that any required maintenance, repairs or modifications required by the Premises or the Facilities during the Term resulting from a change in the laws of any federal, state or local governmental body having jurisdiction over the Facilities and School shall be undertaken promptly by Landlord at Landlord's sole cost and expense.

### **SECTION 6 INSURANCE AND INDEMNITY**

6.1 Tenant's Insurance. Tenant shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Landlord, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Landlord's request, such larger amount as is then customary for a charter school of a size and location(s) comparable to the School and occupying facilities comparable to the Premises, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Tenant in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Premises, and with the awards for any loss insured thereby payable to Landlord and Tenant and any trust deed holder with a lien against the Premises, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Premises, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Landlord receive at least thirty (30) days'



## APPROVED DURING CONTINGENCY PROCESS

written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter, and each time a change is made in any insurance or insurance carrier, Tenant will furnish to Landlord a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Landlord. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.2 Landlord's Insurance. Landlord shall carry at its own cost throughout the Term, with an insurance carrier satisfactory to Tenant, (i) combined comprehensive public liability insurance with single-limit coverage for personal and bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) or, upon Tenant's request, such larger amount as is then customary for a church of a size and location(s) comparable to the Landlord's church and occupying facilities comparable to the Facilities, insuring both Landlord and Tenant against claims in connection with injury and death sustained by persons, or for damage to property, while on the Land, (ii) fire and extended coverage insurance on the equipment, fixtures and other improvements of the Premises owned by Landlord in an amount not less than the full insurable replacement value thereof, exclusive of foundations and structural members of the Facilities, and with the awards for any loss insured thereby payable to Landlord and any trust deed holder with a lien against the Land, as their interests may appear, and (iii) employer's liability and workers' compensation insurance prescribed by applicable law. Any proceeds from such fire and extended coverage insurance shall be used to repair and restore the Facilities, in the manner to be determined and administered solely by Landlord, subject to Section 7.7 (entitled "Damage By Fire or Casualty") hereof. Both the public liability and the fire and extended insurance coverage shall provide that Tenant receive at least thirty (30) days' written notice prior to change or cancellation of the coverage. Simultaneously herewith, annually hereafter and each time a change is made in any insurance or insurance carrier, Landlord will furnish to Tenant a memorandum or certificate of insurance as to the term and coverage of the insurance in force, the persons insured and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Tenant. Landlord and Tenant each waive any and all rights to recover against the other party, or against any of officers, directors, employees or agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance carried by such party to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Facilities.

6.3 Mutual Indemnification. No officer, director, employee or agent of Landlord shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a

## **APPROVED DURING CONTINGENCY PROCESS**

breach or default by Landlord of any of its obligations hereunder. No officer, director, employee or agent of Tenant shall have any personal liability whatsoever with respect to any provision of this Lease, or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Tenant of any of its obligations hereunder. To the extent prohibited by applicable law, Tenant will indemnify Landlord, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Premises by Tenant, including but not limited to any liability arising out of a breach or default by Tenant of any of its obligations hereunder. If Tenant fails to surrender the Premises to Landlord on expiration of the Term, Tenant shall hold Landlord harmless from and promptly indemnify Landlord for all damages resulting from Tenant's failure to surrender the Premises. Landlord will indemnify Tenant, its agents, employees, officers and directors for and hold them harmless from and against and promptly reimburse them for any and all cost, loss or expense, including attorneys' fees arising from any liability or damages from any suits, fines, penalties, liabilities, actions, settlements, claims or demands in connection with or arising from this Lease or the use of the Facilities or the joint use or shared use Premises by Landlord, including but not limited to any liability arising out of a breach or default by Landlord of any of its obligations hereunder.

### **SECTION 7 GENERAL**

7.1 Access by Landlord. Landlord, its agents and employees, shall have the right to enter any portion of the Premises at reasonable hours and upon reasonable notice to examine the condition thereof, to make any repairs or alterations and for any other purpose deemed reasonable by Landlord.

7.2 Maintenance. Landlord, at its own expense, except where such expense is caused by the gross negligence or willful acts or omissions of Tenant, its employees, agents, students or invitees, shall maintain in a safe, clean and good working order (i) the structure of the Premises, (ii) the means of providing utilities to the Premises, (iii) the interior of the Premises, and (iv) the fixtures in the Premises, and any glass that may be in place in the Facilities or the Premises during the Term, in a manner consistent with the activities of a first-class charter school. Landlord shall keep the Facilities clean, sanitary and free of insects, rodents and other pests, and shall dispose of Tenant's trash and rubbish. Tenant shall cooperate with Landlord in its maintenance endeavors, and shall prevent the unnecessary and inordinate wear and tear on the Premises by Tenant, its employees, agents, invitees and students. For purposes of this paragraph, Landlord's maintenance shall include cleaning and, in consultation with Tenant, repairing, replacement and repainting the Premises.

Landlord will not, without the prior written consent of Tenant, make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises, the Facilities or any part thereof, other than for maintenance pursuant to the

## APPROVED DURING CONTINGENCY PROCESS

immediately preceding paragraph. Any such changes or alterations shall be at Landlord's sole expense. Tenant will not, without the prior written consent of Landlord (which shall not be unreasonably withheld), make any alterations, installations, changes, additions or improvements, structural or otherwise, in or to the Premises or any part thereof. Any such changes or alterations shall be at Tenant's sole expense.

7.3 Default by Tenant. Time and the punctual performance of all provisions of this Lease are of the essence. If default is made in the payment of any sum to be paid by Tenant under this Lease, and such monetary default continues for ten (10) days after written notice of such default is given to Tenant, or default is made in the performance of any of the other such covenants or conditions which Tenant is required to observe and to perform, and such non-monetary default continues for thirty (30) days after written notice to Tenant, given pursuant to Section 7.20 hereof; provided, that, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then the period during which Tenant must perform shall be extended for the period of time necessary to complete performance provided that Tenant has commenced performance, and thereafter diligently pursues such performance until completion, or if the interest of Tenant under this Lease is levied or placed under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify the Tenant's debts or obligations, and if Tenant does not vigorously contest by appropriate proceedings and has vacated or removed within thirty (30) days (one hundred twenty [120] days in the event of any bankruptcy filing) after the date of creation, service or filing any such levy, execution, legal process or petition, or if Tenant shall be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant causes or permits any act (i) for which this Lease requires the prior written consent of Landlord, unless such consent is obtained, or (ii) prohibited by this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease, by written notice to Tenant, and *forthwith repossess the Premises*, and shall be entitled to recover forthwith as damages a sum of money equal to the total of:

(i) the worth at the time of award of any unpaid rent (and any other sums due Landlord under the terms of this Lease) which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent (based on the then-existing Base Rental rate, as modified by applying the Adjusted Rent), which would have been earned after termination until the time of award exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;

## **APPROVED DURING CONTINGENCY PROCESS**

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award, as discounted to its Present Value at the time of termination, exceeds (B) the amount of such rental loss, if any, as Tenant affirmatively proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for all loss, damage and other expense caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, the reasonable costs and expenses incurred by Landlord (A) in retaking possession; (B) in cleaning and making repairs and alterations necessary to return the Premises to good condition and preparing the Premises for re-letting; (C) in removing, transporting, and storing any of Tenant's property left at the Premises, or exclusive use by Landlord although Landlord shall have no obligation to remove, transport, or store any of such property; and (D) in re-letting the Premises, including without limitation, brokerage commissions, advertising costs and attorneys' fees; or

(b) Landlord may take such action required to cure the breach and bill Tenant for any expenses incurred by Landlord in curing such breach, and Tenant shall be obligated to pay such bill immediately upon receiving it.

As used in this Section 7.3, the "worth at the time of award" is computed by allowing interest at the rate of 10% per annum or by such other formula as may be specified by applicable law.

7.4 Performance by Landlord. If Tenant fails to perform any of its obligations under this Lease, Landlord, at its option, may perform such obligation and the actual cost of such performance by Landlord shall be due and payable by Tenant to Landlord, as Additional Rent, and any late payment of such amounts shall cause to accrue such late payment fees as specified in Section 3.4 hereof.

7.5 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time after written notice by Tenant to Landlord of such pending default; provided that, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then the period during which Landlord must perform shall be extended for the period of time necessary to complete performance provided that Landlord has commenced performance and thereafter diligently pursues such performance until completion.

7.6 Future Construction. A decision by Landlord during the Term, to improve, alter, or rebuild the Facilities shall work to suspend the provisions of this Lease if, but only if, (i) reasonable access to the Premises is blocked, or if said construction is being done on the Premises such that it is not reasonably possible to operate the School on the Premises, and (ii) sufficient temporary space to house Tenant's operations cannot be located within the confines of the Facilities or comparable facilities located reasonably proximate to the Facilities, and provided by Landlord to Tenant during such construction period. The dimensions, character

## **APPROVED DURING CONTINGENCY PROCESS**

and situation of any such temporary location within the Facilities shall be subject to the approval of Landlord and Tenant.

Landlord reserves the right to undertake future construction that would, in whole or in part, permanently relocate the Premises within the Facilities. The location of the relocated premises, in event of such construction, shall be at Landlord's discretion, but shall consist of no less space than the original Premises. Landlord shall pay the reasonable costs of such relocation. Except as provided herein, all terms and provisions of this Lease shall be in full force and effect with respect to any temporary or relocated premises during the period Tenant occupies such space.

7.7 Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, not the fault of Tenant, its students, employees, agents, or independent contractors, Landlord may elect either (i) to terminate this Lease by written notice to Tenant, or (ii) to repair or restore the Premises at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions and government controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It is agreed that in any of the aforesaid events, if this Lease shall continue in full force and effect, but if the condition is such as to make the Premises untenable, then the Base Rental which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until Landlord has either (i) repaired or restored the Premises, or (ii) provided, at its own cost and expense, comparable substitute facilities located reasonably proximate to the Facilities for the operation of the School. Any unpaid or prepaid Base Rental for the month in which said condition occurs shall be prorated.

If the Premises is partially damaged or destroyed, then, during the time that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rental covering only (i) that part of the Premises that it is able to occupy, based on that portion of the total Base Rental which the amount of square foot area remaining that can be occupied bears to the total square foot area of the Premises, and/or (ii) if provided by Landlord at its own cost and expense, comparable substitute facilities for the operation of the School located reasonably proximate to the Facilities.

In the event the Premises is destroyed substantially or totally by fire or other casualty so as to be entirely untenable, and it shall require more than sixty (60) days for Landlord to commence restoration of same, then either Party, upon written notice to the other Party, may terminate this Lease, in which case the Base Rental shall be apportioned and paid to the date of said fire or other casualty. No compensation or claim or diminution of Base Rental or other amounts due hereunder will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to Tenant's business.

In the event of damage or destruction to the Premises by fire or any other casualty as a result of the willful or negligent act or omission of Tenant, its students, employees, agents, or independent contractors, Landlord shall have no obligation to repair the Premises, and Tenant

## **APPROVED DURING CONTINGENCY PROCESS**

shall promptly repair the same within sixty (60) days after the damage, subject to extensions for delays or reasons beyond Tenant's control. Base Rental and other amounts due hereunder shall continue to be payable (at the then-existing Base Rental rate), but the Base Rental shall be abated by the proportional extent of the damage during such period of repair. If Tenant fails to repair the Premises as provided in this paragraph, then such failure shall constitute a default under Section 7.3 and Landlord shall have all the rights and remedies therein provided.

7.8 Condemnation. If all or any part of the Premises is taken or damaged by eminent domain, Tenant shall have no claim against Landlord, and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such taking or condemnation. Tenant hereby assigns all of its right to damages therefore, if any, to Landlord.

In the event that the Premises is taken so substantially and permanently by the power of eminent domain as to make the uncondemned portion of the Premises unsuitable, in the reasonable opinion of either Party, for Tenant's continued use, then this Lease may be terminated by either Party as of the effective date of the taking by written notice to the other party.

7.9 Sale of Facilities by Landlord. In the event of any sale by Landlord of the Facilities or the Land, this Lease shall continue in effect provided the new owner assumes the obligations of Landlord arising thenceforth hereunder. Whether or not the obligations of Landlord under this Lease are assumed, Landlord shall be released from all further obligations to Tenant under this Lease automatically upon the sale or other transfer of all of Landlord's right, title or interest in this Lease to any other party.

7.10 Surrender of Premises. Except as provided herein, on the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, except for ordinary wear and tear, the Tenant shall remove all of its equipment and other personal property.

7.11 Tenant's Property; Disposition of Inventory. Tenant shall not install any fixtures in or make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such fixtures or alterations shall become the property of Landlord upon expiration of the Term, unless the Parties agree otherwise in writing; provided, however, that Landlord may elect to waive in writing its right to any item or items of such property, and in that event Landlord may require Tenant to, and Tenant shall promptly remove such item or items, and Tenant shall promptly make all restorations to the Premises made necessary by such removal. If Tenant fails to promptly remove such property, Landlord may remove such property and Tenant shall be liable to Landlord for the costs of such removal, and for the costs of restoration of the Premises made necessary by such removal. Except to the extent prohibited by applicable law, (i) Landlord may elect to retain, remove or dispose of any of Tenant's alterations, equipment or other personal property that Tenant does not remove from the Premises within thirty (30) days following the expiration of the Term, and (ii) Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such equipment or other personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposal of any of Tenant's equipment or other

## **APPROVED DURING CONTINGENCY PROCESS**

personal property and for Landlord's costs for any restoration of the Premises made necessary because of the removal of any of such property from the Premises.

7.12 Holding Over. If Tenant holds possession of the Premises after expiration of the Term, Tenant shall, at the option of Landlord to be exercised solely by Landlord's giving written notice to Tenant, become a Tenant from month-to-month upon the terms and conditions herein specified, so far as is applicable, and shall continue to occupy the Premises on such basis until thirty (30) days after Tenant shall have given Landlord, or Landlord shall have given Tenant, written notice of intention to terminate such monthly tenancy, or until Tenant vacates the Premises, whichever occurs first. Unless Landlord exercises the option provided herein, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any rent from Tenant during the holdover period. In any event of Tenant's holding over beyond the end of the Term, the rental applicable during the holdover period shall be on the same terms as that due during the Term. All Base Rental and other amounts due hereunder becoming due and payable during the holding over period shall be paid according to the same terms and conditions herein which govern the payment of Base Rental and such other amounts due hereunder during the Term.

7.13 Recording. Neither this Lease nor any memorandum of it shall be recorded. After the expiration or prior termination of this Lease, Tenant, upon Landlord's request, shall deliver to Landlord a release drafted so as to extinguish any right, title and interest held by Tenant pursuant to this Lease.

7.14 Brokerage Fee. Each party represents that it has not had any dealings with any real estate broker, finder, or other person, with respect to this Lease. Each Party shall hold harmless the other Party from and shall promptly reimburse the other Party for all damages resulting from any claims that may be asserted against the other Party by any real estate broker, finder, or other person, with whom the indemnifying party has or purportedly has dealt regarding this Lease.

7.15 Waiver of Breach. Waiver by either Party of non-performance or breach of any condition or legal right or remedy under this Lease or under law, shall not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default of this Lease when such Party has the right to do so. No waiver by either Party of any condition or legal right or remedy shall be valid unless it is in writing signed by the waiving party.

7.16 No Business Relationship. Landlord and Tenant are independent contracting parties and under no circumstances shall their relationship be held out as, or interpreted to be, or create an agency or joint venture relationship. Upon Landlord's written request, Tenant shall promptly provide Landlord with an official copy of a duly filed Assumed Name Certificate for the business to be conducted on the Premises. Neither Party shall acquire any right to use the name of the other Party in its operations. Each Party agrees not to purchase goods, make contracts, or otherwise deal in the name of the other party. Upon Landlord's written request, Tenant at Tenant's expense shall post a sign prominently in the Premises which shall state that Tenant is a charter school independent of Landlord, and is not affiliated with Landlord, and

## **APPROVED DURING CONTINGENCY PROCESS**

Tenant shall include the same information on all forms utilized by Tenant for the operation of the School.

7.17 Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's written request, deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, that there are no offsets, defenses or claims by Tenant against Landlord, and that any other representations that Landlord may request regarding the status of the Lease and Tenant's obligations thereunder are true.

7.18 Attorneys' Fees. In the event of any action or proceeding brought by either Party to this Lease against the other Party regarding the enforcement of any rights or obligations under this Lease, the prevailing Party shall be entitled to recover for the fees and expenses of its attorneys and court costs for such action or proceeding, including the costs of appeal, if any, in such amount as the court may adjudge reasonable.

7.19 Quiet Enjoyment. Upon payment by Tenant of all items of rent, and any and all other sums to be paid by Tenant to Landlord hereunder, and the observance and performance of all of the covenants, term and conditions to be observed and performed by Tenant, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging, or in anywise appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Landlord, or any other person or persons lawfully claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, and to any mortgage, deed of trust or agreement to which this Lease and/or Landlord's interest in the Premises and the Facilities, is subordinate. Landlord warrants that it has full right and authority to enter into this Lease for the full term hereof.

7.20 Notices. All notices to be given to Tenant shall be given in writing by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Tenant at the School's offices at the Premises (Attn: Superintendent), whether or not Tenant has departed from, abandoned or vacated the Premises, or at such other address as Tenant may from time to time designate in writing. All notices to be given to Landlord shall be given in writing by personal delivery (whether by hand, email, fax or otherwise) or by sending the same by certified United States mail, return receipt requested, postage prepaid and addressed to Landlord's offices at the Premises (Attn: Senior Pastor), or at such other address as Landlord may from time to time designate by notice in accordance with the provision hereof. All notices shall be deemed delivered upon receipt (or refusal to accept receipt if hand delivered) or forty-eight (48) hours after being deposited in the United States mail in accordance with the foregoing provisions.

7.21 Headings. The Section headings, subsection headings and Table of Contents of this Lease shall have no effect on the interpretation of this Lease.

7.22 Entire Agreement. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own examination of this Lease, the counsel of its



## **APPROVED DURING CONTINGENCY PROCESS**

own advisors, and the warranties, representation and covenants of the Lease itself. This Lease may be executed in counterparts.

7.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Texas. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Tenant and Landlord shall immediately enter into an amendment to this Lease which shall contain a legally valid substitute term or provision to be applicable to those persons or circumstances for which the original term or provision has been deemed invalid or unenforceable. The effect of such substitute term or provision, to the extent legally possible, shall be as closely identical as possible to that of the term or provision it replaces.

7.24 Binding Provisions. All restrictions, covenants and conditions hereof shall bind and inure to the benefit of the heirs, assigns, successors and representatives of Landlord and Tenant.

Each person executing this Lease on behalf of Landlord hereby certifies that he or she has the authority to execute this Lease on behalf of Landlord, and thereby bind(s) Landlord hereunder. Each person executing this Lease on behalf of Tenant hereby certifies that he or she has the authority to execute this Lease on behalf of Tenant, and thereby bind(s) Tenant hereunder.

[Signatures on following page]

**APPROVED DURING CONTINGENCY PROCESS**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

“LANDLORD”

**CHURCH**

By: \_\_\_\_\_  
(signature)

Signer: \_\_\_\_\_  
(print)

“TENANT”

Leadership Prep School, Inc.  
**SCHOOL**

By: \_\_\_\_\_  
NAME, President

APPROVED:

Leadership Prep School, Inc.  
**BOARD OF REGENTS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED DURING CONTINGENCY PROCESS**

**EXHIBIT A-1**

**The Land**

**Being a 25.8 acre tract of land with a street address of 8500 Teel Parkway, in the City of Frisco, in Collin County, Texas, further shown on the plat attached hereto as Exhibit A-2.**

Initialed as Acknowledged and  
Agreed to as of \_\_\_\_\_, YEAR:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

**APPROVED DURING CONTINGENCY PROCESS**

**EXHIBIT B-1**

**Premises**

*[Attach a diagram or floor plan of leased Premises]*

Initialed as Acknowledged and  
Agreed to as of \_\_\_\_\_, YEAR:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

APPROVED DURING CONTINGENCY PROCESS

EXHIBIT B-2

SCHOOL Lease Schedule

*[Attach list of rooms or areas for exclusive use by the School]*

Initialed as Acknowledged and  
Agreed to as of \_\_\_\_\_, YEAR:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

**Assurance Documents and Required  
Campaign Contribution Form**

Charter Holder: Operation Celebration dba Leadership Prep School

Charter School Name: Leadership Prep School

**Fifteenth Generation Charter Application  
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 ESC's provides leadership to the State in the electronic development of charter policies and procedures through the online **Legal Framework for the Child-Centered Process Phase IV: "Charting the Course"** (Legal Framework-Phase IV) at <http://framework.esc18.net/>.

**Applicant Assurance Statement**

The sponsoring entity's CEO must sign the assurance statement below certifying that the proposed charter school will have in place upon opening the above-described special education policies and procedures. Once the contract is issued and a county district number is assigned, the charter holder will develop its policies and procedures through the online Legal Framework.

**Future Updates to Policies and Procedures**

Charters will use the Legal Framework for developing and submitting updated policies and procedures assurances in the future. Guidance from ESC's 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.

Stacy Alton  
Printed Name of Charter Holder Board Chair

Stacy Alton  
Signature of Charter Holder Board Chair  
(must sign in blue ink)

2/24/10  
Date

Charter Holder: Operation Celebration dba Leadership Prep School  
Charter School Name: Leadership Prep School

**Fifteenth Generation Charter Application  
Bilingual Education/ESL, Section 504, and Dyslexia Assurances**

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Check one:

- Yes  
 No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

Check one:

- Yes  
 No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that prior to serving students the charter will have policies and procedures in place ensuring that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

Check one:

- Yes  
 No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.

Stacy Alton  
Printed Name of Charter Holder Board Chair

Stacy Alton  
Signature of Charter Holder Board Chair  
(must sign in blue ink)

2/24/10  
Date



~~Operation Celebration dba Leadership Prep School, Inc.~~ 91-2192284  
Official Name of Charter Holder FEI No./Taxpayer ID

Leadership Prep School  
Charter School Name

Denton - #061  
County-District No.

TEXAS EDUCATION AGENCY

Division of Planning and Grant Reporting

CDN: 061804

**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)	
Stacy Alton	2/24/10	(214)	Stacy Alton	
Typed Title of Authorized Official of Charter Holder		387-9833		
President				
Address of Charter Holder	City		State	Zip Code
8500 Teel Parkway	Frisco		TX	75034

## ASSURANCES

**The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):**

**Assurance is hereby given that:**

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f \* of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
  - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
  - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

**AND**

**In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):**

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and  
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including —
  - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
  - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

**\* Section 1232f, United States Code, Title 20, Education**

### RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.

DF/GA/CS-001R03

Charter Holder: Operation Celebration dba Leadership Prep School

Charter School Name: Leadership Prep School

**Fifteenth Generation Charter Application  
Special Assurances Document**

**The chair of the proposed charter holder shall initial each of the following to indicate an understanding of and a commitment to comply with each of following assurances:**

**SA Open Meetings Requirements:**

The charter holder assures that all meetings in which charter school business is discussed will be posted to provide public notice, held in an open public forum, and any action items voted upon in a public forum as required by the Open Meetings Act in Government Code, Chapter 551.

**SA** Furthermore, the charter holder assures that all of the following will be discussed in open meetings and only acted upon with approval of the charter holder board:

- The annual budget and all amendments to the budget,
- Any changes to job descriptions from those submitted in the application for charter, and
- Any changes in compensation from compensation as submitted in the application for charter.

**SA Public Information Requirements:**

The charter holder assures that information, that is considered public, requested by anyone will be provided in accordance with Government Code, Chapter 552.

**SA Criminal History Check Requirements:**

The charter holder assures that criminal history checks will be completed in accordance with law and that no person will serve as a member of the governing body of a charter holder, as a member of the governing body of the charter school, or as an officer or employee of an charter school if the person has been convicted of a misdemeanor involving moral turpitude, a felony, an offense listed in TEC 37.007(a) or an offense listed in Article 62.01(5) Code of Criminal Procedure.

**SA Annual Training Requirements:**

The charter holder assures that all annual training requirements for board members and school administrators will be completed in accordance with law and commissioner rules.

**SA Residential Facilities Monitoring (RFM) System:**

The charter holder assures that it understands that the TEA was required under the *Angel G. v. TEA* consent decree to develop a separate system for monitoring school districts and charter schools that serve students with disabilities who reside in RFs. The charter holder further assures that it understands that it will be required to begin reporting data related to students with disabilities residing in RFs in TEA's data collection system known as *RF Tracker* and that it may be subject to RFM onsite visits based upon a review of the data it reports or on random selection. Finally, the charter holder assures that it understands that the above-referenced consent decree and the RFM System require that certain sanctions be imposed against a school district or charter school that has failed to timely correct noncompliance identified during an onsite visit.

**SA Special RF Training:** The charter holder assures that all personnel involved with Serving students with disabilities residing in an RF and personnel involved with reporting data in *RF Tracker* will receive training on the RFM system.

Charter Holder: Operation Celebration dba Leadership Prep School

Charter School Name: Leadership Prep School

**Fifteenth Generation Charter Application  
Initial Report of Benefits or Campaign Contributions  
Conferred on Members of or Candidates for the State Board of Education  
For the period May 12, 2000 to the present**

Individual Making Report: Stacy Alton

Employer or company represented: Operation Celebration dba Leadership Prep School

Position/Title: President

Services rendered to SBOE or contract, grant, or charter issued by SBOE:  
seeking a charter from the SBOE

**Transaction 1.**

Date: NONE

Amount: \_\_\_\_\_

Name of person(s) receiving benefit or contribution:  
\_\_\_\_\_

Detailed description of expenditure:

--

**Fifteenth Generation Charter Application  
Initial Report of Benefits or Campaign Contributions  
Conferred on Members of or Candidates for the State Board of Education  
For the period May 12, 2000 to the present**

**Transaction 2.**

Date: NONE

Amount: \_\_\_\_\_

Name of person(s) receiving benefit or contribution: \_\_\_\_\_

Detailed description of expenditure:

**Transaction 3.**

Date: NONE

Amount: \_\_\_\_\_

Name of person(s) receiving benefit or contribution: \_\_\_\_\_

Detailed description of expenditure:

Stacy Alton

2-24-2010

\_\_\_\_\_  
Name of Organization President

\_\_\_\_\_  
Date

*Stacy Alton*  
\_\_\_\_\_  
Signature of Organization President

CHARTER SCHOOLS  
2011

2011 JAN 11 AM 11: 27

**CONTRACT FOR  
OPEN-ENROLLMENT CHARTER SCHOOL**

This contract is executed between the Texas State Board of Education (the "Board") and **Leadership Prep School, Inc.** ("Charter Holder") to operate **Leadership Prep School**, a Fifteenth Generation open-enrollment charter school.

**General**

Definitions. As used in this contract: "Charter" means the Fifteenth 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 Fifteenth 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 Fifteenth 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) 701-09-120 (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, 2016 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 701-09-120; (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.

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CENTRAL  
SCHOOL DISTRICT

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 Fifteenth 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 20<sup>th</sup> day of Jan., 2011

Texas State Board of Education:

Leadership Prep School, Inc.:

Gail Lowe  
Gail Lowe, Chair  
Date 1-20-11

Sheila Craft  
Sheila Craft, Chair  
Date 12-29-10

Sheila Craft  
Sheila Craft, Chief Operating Officer  
Date 12-29-10

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STCORS