

Receipt by TEA: \_\_\_\_\_

Date of Committee Review: \_\_\_\_\_

Date of SBOE Review: \_\_\_\_\_

Approved  Not Approved

Beginning Date of Operation: \_\_\_\_\_

### Application for Approval of an Open-Enrollment Charter

APPLICATION

*Instructions: Submit four copies of completed application with the proposed charter and assurances signed by the Chief Operating Officer of the School and the evidence of parent/community support to the Texas Education Agency, Document Control Center, 1701 North Congress Ave., Austin, Texas 78701. For assistance, contact the Office of Charter Schools at (512) 463-9575.*

Chief Operating Officer

of Proposed Charter: Iris Burnham *Iris Burnham* Title: President

Name of Sponsoring Entity: El Paso Education Initiative, Inc.

The applicant is an "eligible entity" under the following category (check one):

- an institution of higher education (TEC 61.003);  a tax-exempt organization [ 501(c)(3)];
- a private/independent institution of higher education (TEC 61.003);  a governmental entity.

Sponsor Address: 7310 Bishop Flores City: El Paso

Zip: 79912 Phone Number: (915) 584-9499 FAX: (915) 585-8814

Name of Proposed Charter: Burnham Wood Charter Schools

Charter Site Address: 7310 Bishop Flores City: El Paso

Zip: 79912 Phone Number: (915) 584-9499 FAX: (915) 585-8814

Grade	Expected Initial	Projected Max.
Levels: <u>K-12</u>	Enrollment: <u>140</u>	Enrollment: <u>1300</u>

The charter will primarily serve an area that is geographically:  urban  suburban  rural

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus and any other essential characteristics. For example, "The Seventh Avenue Charter School is designed to recover students who have dropped out of high school and prepare them through vocational training to be productive contributors to society."

Burnham Wood Charter Schools will offer grades K-12 to a student population that mirrors the diversity of the El Paso population and focuses on the development of strong academic skills and community involvement.

Indicate the approximate percentage of each student population in as many categories as are applicable:

pre-kindergarten;  15% special education;  \* migrant;

8% economically disadvantaged;  5% limited English proficiency;  recovered dropouts;

10% at risk of dropping out;

pregnant or parent students;  other \_\_\_\_\_

The facility to be used for an open-enrollment charter school is owned by \_\_\_\_\_

a commercial entity  a non-profit entity  a school district.

\* These percentages are projected for our Brian Mooney site, serving grades 9-12

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### Appendix

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One copy of Articles of Incorporation Bylaws, IRS 1023 Application, and IRS Acknowledgement letter has been submitted to TEA.

# OPEN ENROLLMENT CHARTER APPLICATION

## 1. VISION AND GOALS

### Mission

El Paso Education Initiative, Inc. (EPEI), plans to establish neighborhood charter schools that focus on the development of strong academic skills and knowledge that can be measured by performance objectives that recognize multiple intelligences. These core intelligences include: Linguistic, Mathematical, Spatial, Kinesthetic, Musical, Interpersonal and Intrapersonal abilities. To accomplish this goal, EPEI will implement mastery-based learning which may require students to exceed the 180 day instructional year, to a maximum of 190 days, in order to meet their designated performance objectives.

Multiple learning sites provide the flexibility to serve youngsters throughout El Paso County in ways that will truly enhance their ability to learn efficiently and build the self-esteem that results in the practice of positive social skills. Multiple sites not only bring innovative educational models closer to the student's neighborhood, but they allow EPEI to take advantage of existing community resources as part of the learning environment. It is anticipated that EPEI's resources for learning will include the University of Texas at El Paso, Fort Bliss, and a myriad of social service agencies across the city.

Students who graduate from El Paso Education Initiative's charter schools will possess not only the skills to be efficient learners who have mastered all required academic course work of the TEKS, but they will have experiential understanding of their community, that will result in an appreciation of the challenges that lie ahead. These students will graduate from high school with a clearer vision of what role they might play in the real world, both locally and globally.

**Basic Tenets*****Monitor the complete learning cycle.***

The school takes responsibility for the student's complete "learning cycle". In addition to the presentation of knowledge and skills in a challenging and meaningful context, students are provided with the opportunity to practice, study and prepare for upcoming instructional sessions as part of daily classwork. The teaching and monitoring of "learning skills" for each course is given equal weight as the content.

***Teach learning skills.***

Students who are taught how to be "efficient learners" possess the tools to succeed wherever their interest and motivation take them.

***Require mastery-based instruction***

Requiring students to practice and master good study skills on a daily basis in each course provides students with the opportunity to seek immediate clarification and support as needed.

***Build positive self-esteem.***

All students know what it feels like to learn content and master skills as they are presented, thereby contributing to their sense of competency and their positive image as a student.

## **Long Range Vision (5-10 Years)**

El Paso Education Initiative, Inc. envisions the creation of approximately three charter sites throughout El Paso County, serving 1300 students by year five. By year ten, additional growth may include three or four additional sites with 4,700 additional students in grades K-12. Growth will result from expansion of existing facilities and from projected city/county growth.

Students graduating from the charter schools will meet or exceed all the course requirements for entrance into the University of Texas system. Small group instruction, group counseling, remediation and enrichment classes will contribute to high graduation rates. Students will have a greater understanding of their community's resources and needs as a result of the community service curriculum offered by the charter.

Students attending the charter school will have a comprehensive curriculum that includes mastery of skills and knowledge at each grade level as outlined in the TEKS, an appreciation of learning, and a desire to serve their community.

The 190 day school year will ensure that charter school students will meet or exceed state attendance rates. The mastery-based instruction, small class size (less than 20:1) and high caliber faculty will lead to TAAS mastery, fewer dropouts, and higher graduation rates, particularly for children who are at-risk or have special education concerns.

In addition to the TAAS, on-going academic accountability standards will be reflected in a variety of instruments and performance objectives including: criterion reference tests in math, language, and reading (grades 4-12), norm reference tests for second graders, portfolios, research papers, and performance appraisals from community service supervisors.

## **First Year Goals**

### **Facilities and Enrollment**

EPEI will open two fully operational sites in August 1998, serving approximately 140 students.

- At the Burnham Wood East facility (in East El Paso on Brian Mooney), a charter high school will be established with approximately forty students enrolled the first year. Enrollment will increase to approximately 160 students over the next four years.
- At the Burnham Wood West facility (in West El Paso on Bishop Flores), an elementary through middle school will be established. An estimated 100 students will be enrolled during the first year. Grades will be added as needed in each subsequent year until all K-8 grades are filled and student enrollment is approximately 145 students.

During the first four years, based on interest and projected growth, an additional facility will be acquired for approximately 1,000 new students.

### **Academic Goals (Years 1-5)**

#### **Elementary and Middle School**

- Students entering kindergarten without mastery of spoken English will master the spoken language by the end of the second grade through complete immersion.
- At least eighty percent of all charter students who have completed the charter's regular kindergarten through second grade academic program will be at 3.0 grade equivalency or higher in reading and math at the beginning of the third grade.
- In grades 3-8 charter students will meet or exceed state TAAS averages.

#### **High School**

- All charter students, who have been in the charter school at least two years, will meet or exceed TAAS scores when compared with local high school averages.

- All students entering the charter school for the first time in grades 4-12 will be given a norm reference math test and a criterion reference reading test to determine placement.
- Entering high school students who are not at the ninth grade level in math will receive intensive remediation for successful participation in Algebra I.
- Flexible school hours will improve attendance rates and accommodate community service schedules.
- Regular social skills development classes will improve student communication with peers and adults, maintain high motivation, and assist at-risk and special education students in dealing with stress.

## 2. GOVERNANCE, STAFF, PARENTAL, COMMUNITY INVOLVEMENT

### *A. Governance*

The El Paso Education Initiative, Inc. shall govern the operation of Burnham Wood Charter Schools with assistance from an Education Advisory Board. A copy of the IRS application for the El Paso Education Initiative, Inc. and the IRS acknowledgement of EPEI's request *is attached*. A copy of the latest tax return *is not attached* because the organization is in its first year, and no tax return has been filed. The **Articles of Incorporation** and **Bylaws** of the El Paso Education Initiative, Inc. *are attached*.

The SBOE and TEA should address their correspondence to :

**Iris Burnham, President, El Paso Education Initiative, Inc.**  
**7310 Bishop Flores, El Paso, Texas 79912**  
**Phone: (915) 584-9499 Fax: (915) 585-8814**

### **EPEI Board of Directors**

**The El Paso Education Initiative, Inc.** board of directors consists of three founding members and up to five directors.

**President/Treasurer:** Iris B. Burnham - graduated Hunter College of the City University of New York with a BA degree, and California State College at Los Angeles, with a MA degree. She holds lifetime teacher certification from Texas, New York and California. She is the founder of the School for Educational Enrichment, a private school, established in 1979, that is fully accredited and certified by TEA as a non-public special education center. Ms. Burnham has spent thirty-five years in education as a public school teacher, private school consultant, founder and director of special programs and university professor. In 1993 she was inducted into the El Paso Women's Hall of Fame for her work in education. In 1995 Mrs. Burnham received the Presidents Award as Outstanding Board Member of the Leadership El Paso Alumni Association. Ms. Burnham currently serves as



President of the Texas Alliance of Accredited Private Schools, a TEA recognized state accrediting association.

**Vice-President/Secretary:** Howard Burnham - graduated from the University of Georgia with a degree in Journalism, and the University of Tennessee with a Master of Arts in Social Work. He has worked more than thirty years as an administrator of various non-profit social service agencies. He is currently the Administrator of School for Educational Enrichment, a private school in El Paso. Mr. Burnham has been actively involved in numerous projects that benefit youth in El Paso, from his work with the Downtown Lions Club to his support for Parent Advocates for the Handicapped (PATH), where he served as its first Chapter President.

**Director:** Esther Burnham - graduated from the University of Texas at Austin with a BA in Economics. She is currently employed as an Administrative Intern with the Federal Reserve Bank in El Paso. Prior to that position, she worked as a Revenue Estimator in the State Comptroller's Office in Austin. Over the years she has worked with at-risk teenagers in JTPA summer programs. She has also served as a volunteer in the Communities in Schools Project in Austin.

**Director:** Henry Kellen - graduated from University of France with a degree in Mechanical Engineering. He is retired from retail trade. He is founder and curator of the Holocaust Museum in El Paso. He lectures world wide on this era as to the importance of tolerance and mutual respect of differences.

**Education Advisory Board Members**  
(See attached letters of acceptance and endorsement)

Members of the **Education Advisory Board** will also serve on committees of the Board of the El Paso Education Initiative, Inc. Selection of personnel to the **Education Advisory Board of Burnham Wood Charter Schools** is made by invitation from the El Paso Education Initiative, Inc. The Education Advisory Board is responsible for advising the EPEI board on matters pertaining to school policy, curriculum, management, resources, and community outreach. This Board is a strong, non-partisan, ethnically diverse group of active El Paso citizens and community leaders:

**Woody Hunt, El Paso Businessman.** President of Hunt Building Corporation. Member of the Charter School Task Force of the Governor's Business Council. Member of University of Texas at El Paso's Development Board. Philanthropist.

**Philip LoPiccolo, MD.** Pediatrician specializing in Learning, Developmental and Behavioral Problems. As a military doctor from 1966-1987, Dr. LoPiccolo served as Director of Child Development Programs in Bethesda, Maryland and El Paso, Texas where he implemented the Army's Exceptional Family Member Program.

**Leonard Lidiak. President and CEO** Montwood National Bank. He is an active community volunteer and leader.

**Gary Sullivan, Ph.D.** Management & Marketing Dept. University of Texas at El Paso.

**Frank Hoy, Dean.** College of Business Administration, University of Texas at El Paso.

**Richard Albin, Ph.D.** College of Education, University of Texas at El Paso. Dr. Albin specializes in teaching cultural pluralism and developing multi-cultural curricula.

**Lourdes Gerzemych, Parent.** Accounting background. Ms. Gerzemych is studying for her CPA credentials.

**Rolando Salas, Teacher.** Teaches at-risk youngsters in public and private schools.

**Otis Hopkins, Parent, Community Leader.** President of Black El Paso Democrats, Manager, Raytheon Corp.

**Betty Hoover, Licensed Social Worker.** Executive Director of Planned Parenthood of El Paso.

In addition to the Education Advisory Board listed above, the Burnham Wood Charter Schools will create committees of parents, teachers and students to work with the Education Advisory Board on various issues affecting the delivery of quality education services to children. Committees to be formed will include facility enhancement, curriculum, technological resources, and community networking.

The composition of the Education Advisory Board and its committees will approximately reflect the school's ethnic composition.

The Bylaws of the El Paso Education Initiative, Inc. will serve as a policy manual until a more specific policy manual is developed in 1998. This manual will outline additional rights and responsibilities not addressed in the Bylaws. The attached letters from the members of the Education Advisory Board testify to their understanding and support of the vision and mission of the school. The board of the El Paso Education Initiative, Inc. has formally approved the vision, goals and mission of the proposed charter school described in this application.

### **B. Administrators, faculty, and staff**

**Superintendent** - appointed by the EPEI Board

Duties:

Liaison with EPEI Board and Education Advisory Board.

Liaison with TEA and SBOE.

Final responsibility for hiring and firing of all personnel.

Oversight educational programs, curriculum and fiscal reporting.

General responsibility for adhering to all conditions of the Charter Agreement.

Liaison with the community to include facilitating enrollment and outreach.

**Principal** - Hired by the Superintendent. Reports to the Superintendent.

Duties:

Responsible for daily operation of charter school sites.

Supervisor for faculty and staff.

Oversees implementation of curriculum.

Liaison with parents.

Assists Superintendent with enrollment and outreach.

Responsible for implementing the mission and goals of the Charter.

Assists students in fulfilling their educational goals.

Assumes some teaching assignments as needed.

**Faculty** - Hired by the Superintendent with consultation from the Principal.

Reports to the Principal.

Duties:

Implements the vision and goals of the school.

Assists in the development of curriculum.

Designs teaching units, gives instruction.

Assesses students.

Maintains all student records, including daily attendance, portfolios, and examination grades.

Becomes role model for students.

Plans educational activities and makes recommendations to the Principal.

Meets regularly with Principal, parents and students to assure mutual agreement as to the effective implementation of the school's objectives and academic progress.

The faculty will be comprised of subject matter specialists who exhibit a strong affinity for teaching and viewing students as individuals who deserve respect and nurturing.

**Staff**

Administrative Staff - Hired by Superintendent. Reports to Superintendent and Principal.

Duties:

Inventory maintenance.

Recordkeeping: students, staff, and fiscal data.

Data Entry: attendance, etc.

Liaison with Region XIX re: PEIMS.

Printing/publishing of newsletters, memos.

Support Staff- Secretaries, receptionists - Hired by Principal. Reports to Principal.

Duties:

Greets the general public, parents and students.

Assists Administrative staff as required.

**Parental and Community Involvement**

- Cooperative arrangements have already been established with the Parks and Recreation Service, Public Library, University of Texas at El Paso, El Paso Community College, Fort Bliss, local businesses, Region XIX Education Service Center, and social service agencies.
- All parents are requested to serve on one of the five following action committees:
  1. Curriculum development
  2. Curriculum support (Identify and secure classroom resources to support specific curriculum needs, i.e., outside speakers, performers, tickets to children's concerts, workshops).
  3. Fund raising
  4. Facilities maintenance
  5. Community Service Learning
- Parents are invited to visit the school at any time.
- Parents and community people provide enrichment for the students.
- Newsletters are sent to parents and community leaders on a regular basis.

**CURRENT FACULTY AVAILABLE TO THE CHARTER SCHOOL:**

Thomas E. Swann, Ph.D., Eastern Asian Languages and Literature, Harvard University. B.A. in English and Liberal Arts from University of Arizona. M.A. in languages and linguistics from University of Michigan. M.S. in Library Science and Information Science from Simmons College.

Melodie Charles, Masters of Theological studies, Harvard Divinity School; M.A. in English Literature and B.A. in English literature from University of Utah.

Katherine C. Kelley, Ph.D. in Curriculum and Instruction with an emphasis on Science education for gifted and talented students from New Mexico State University. M.S. in Education from University of Texas El Paso. B.S. in Biology and Geology from UTEP.

Linda A. Pearson, B.A. in Education/Special Education. University of Arkansas in Conway, Arkansas.

Audrey Shetty, B.A. in Social Science from Osmania University, India. Teachers Training Certificate from Madras University, India. She has over 24 years of professional teaching experience using the Froebel kindergarten model.

Oliver W. Deatan, Ph.D. in Philosophy from Michigan State University. B.S. and M.S. from University of Kentucky.

Iris B. Burnham, M.A. in English from California State College at Los Angeles. B.A. in English from Hunter College of the City University of New York. Lifetime teacher certification in Texas, New York and California. Taught in New York and California public schools as well as, New York State University at Buffalo, University of Texas at El Paso and El Paso Community College. She has 18 years experience as Director of SEE, serving the needs of at-risk, special education, LEP, and gifted students. Mrs. Burnham is responsible for completing this charter application. She will serve as Superintendent.

### 3. EDUCATIONAL PROGRAM

The **Burnham Wood Charter Schools** will be modeled after the very successful **School for Educational Enrichment**, a fully accredited private school founded by Iris Burnham, serving El Paso for more than eighteen years.

#### Curriculum

Burnham Wood Charter Schools will follow the scope and sequence as outlined by TEA.

The charter school curriculum will stress TEKS for core courses: English language arts, mathematics, science, social studies. The enrichment curriculum includes: foreign languages, health, physical education, fine arts, economics (with an emphasis on the free enterprise system), career and technology education, and technology applications.

All **State Graduation Requirements** will be met, and some will be exceeded (See Section 4: Accountability). Extensive study skills will be taught in each core subject. They include: outlining, notetaking, summarizing and test preparation.

#### **I. Flexible Grouping**

- A. Multi-age grouping for special projects.
- B. Heterogeneous instructional groups.
- C. Homogeneous interest groups.
- D. Individual needs, such as learning styles, ESL, remediation, challenge work.
- E. Mastery-based instruction.

#### **II. Active Student Learning**

- A. Thematic units which integrate Core Knowledge Curriculum and are based on skill modules that encompass the TEKS. Core Knowledge Acquisition will be presented through "celebration" activities such as Science and Literary Fairs, International Days, and other creative hands-on projects.

- B. Computers are used as integrated instructional tools.
- C. Social Skills Development Groups on the high school level help students focus on their personal goals for success.
- D. Cooperative Learning to promote academic and social skills development .
- E. Community Service Learning: High school students will participate in structured community service projects that foster understanding of social service needs, organizational dynamics, and career possibilities. The Elementary and Middle School students will venture out into the community to develop an awareness of community needs and resources.
- F. Basic Skills Development classes in reading, language and math will be offered to students with special needs whose diagnostic placement test and other performance assessments indicate benefit.

### Student Population

Each charter school site will target a specific student demographic:

- Burnham Wood East Charter high school will target 10% **at-risk youngsters** who are at least two years below grade level in either math or reading. In addition, 15% **special education students** who are ADD will be targeted. They will be served in a mainstream setting which will be supplemented by additional instructional time in a resource setting/computer laboratory with experienced teachers.
- Burnham Wood West Charter school site will serve Kindergarten through 8th grade students without targeting any specific population. However it is anticipated that the student population will be at least 50% Hispanic.

### Attendance

Burnham Wood Charter Schools will follow the TEC Chapter 25, Subchapter C regarding the minimum required attendance. To maximize each student's educational opportunities, each student is expected to attend 180 days; however, the charter school will be open 190 days.



**Extra-Curricular Activities and Social Skills**

The high school students will be placed in structured community service projects using local libraries, hospitals, and other social service agencies. They will receive credit for these placements based on a rubric of skills learned and practiced. These will include planning, delegating, problem-solving, team work, dependability and performance quality.

High school students will be given the opportunity to compete in individual sports activities, UIL, and chess competitions.

Elementary and middle school students will be encouraged to join team sports and various musical ensembles for instruments and voice, and to participate in UIL and chess competitions. Basketball and Volleyball courts and a soccer field are located on campus. Individual music instruction is also available on campus.

## 4. ACCOUNTABILITY

### Student Performance and TAAS Achievement Goals

All students entering the school for the first time at grades 4-12 will be given a norm reference math test and a criterion reference reading test, to determine placement in math and reading classes, and to serve as a benchmark for academic improvement.

An annual TAAS reference test will be administered to the 3-8 grades and 10th grades, as well as a Biology I and Algebra I end of the year exam for appropriate high school students.

Assessing and evaluating are on-going processes and are also accomplished by using the following assessments:

- A. **Portfolios** of completed and mastered work. Examples include papers, book reports, journals, study sheets, class notes and daily classwork exercises.
- B. **Student-Teacher-Parent Conferences**
- C. **Instructional Assessment** - both written and oral.
- D. **Teacher Observation and Judgment**
- E. **Summary evaluation** will be a norm referenced test for second grade, the TAAS for third through eighth grade, and tenth grade.
- F. **Year-end exams** for high school Algebra I and Biology I.

On a regular basis, students will be evaluated on their mastery of essential elements/TEKS in each course, along with their mastery of acceptable standards of related study skills and meaningful participation in related community or group projects. **Daily course work mastery must be a minimum grade of 75% (5% above the state's minimum passing grade).**

Mastery-based instruction will require students to complete and master each component before a report card grade is given. Hence, students who have not mastered required elements will be given an "Incomplete" and will be expected to reach mastery level by remaining in school for an additional time period to attend a supervised tutorial class or computer laboratory, or by

working under parental supervision at home. If the student does not master the essential elements after a specified time, the teacher will record a numerical grade of less than "passing" for that time period.

Burnham Wood Charter School will utilize the same assessment standards adopted under TEC Chapter 39, Subchapter B, that constitute acceptable performance for the open-enrollment charter. Additional accountability provisions will include individual student progress as monitored by the classroom teacher and the principal.

**Graduation requirements** will include the following:

**I. A minimum of 24 Credits**

- 4 credits in English
- 4 credits in Mathematics \*
- 4 credits in Science \*
- 4 credits in Social Studies
- 1 credit in Computer Technology
- 1 credit in Fine Arts
- .5 credits in Health 1.5 credits in P.E.

\* The charter school's minimum required credits exceed the state minimum graduation requirements in math and science.

Additional credits may be earned through Community Service Learning, foreign languages, and other electives. The minimum passing course grade will be 70%.

**II. Structured Oral Presentations of Community Service Experiences**

**III. Senior Research Paper focusing on one aspect of the curriculum**

**Timelines**

Student assessment data will be collected by the instructors in the form of portfolios and six week report card grades.

Internally, Burnham Wood Charter Schools will be assessed by the Education Advisory Board and report to the EPEI board every 10 weeks.

The local Education Service Center (Region XIX) has agreed to conduct two on site visits.

A summary of the students' performance shall be provided to the EPEI Board of Directors and will be submitted to the SBOE and TEA by August of each school year.

The performance of Burnham Wood Charter School will be determined at annual intervals for accountability purposes.

## 5. STATEMENT OF IMPACT

Statement of Impact forms were mailed to the following school districts by certified mail. (See attachment for Return Receipts).

### Date Sent

<u>10 Dec 97</u>	El Paso Independent School District (EPISD) 6531 Boeing Drive El Paso, TX 79925 (915) 799-3781 Superintendent: Dr. Stan Paz
<u>10 Dec 97</u>	Socorro Independent School District (SISD) 12300 Eastlake Dr. El Paso, TX 79927 (915) 860-3400 Superintendent: Mr. Don Schulte
<u>10 Dec 97</u>	Ysleta Independent School District (YISD) 9600 Sims Dr. El Paso, TX 79925 (915)595-5500 Superintendent: Mr. Anthony Trujillo
<u>10 Dec 97</u>	Canutillo Independent School District (CISD) 7273 Bosque Road Canutillo, TX 79835 (915) 877-3726 Superintendent: Mr. Charles Hart

## 6. GEOGRAPHIC AREA TO BE SERVED

Burnham Wood Charter Schools will serve the city of El Paso including areas in the county that include the following districts:

<u>District</u>	<u>Student Population</u>
EPISD	63,994
YISD	47,569
SISD	21,235
CISD	4,497
Total #	137,295

Students living at the Fort Bliss and Logan Heights Military Installations are included in the attendance area.

First five years proposed enrollment for Burnham Wood charter schools is 1,300, which is .01% of total school population.\*

Maximum ten years proposed enrollment Burnham Wood charter school is 6,000, which is .04% of total school population\*

\*Based on 1989 district enrollment figures.

Traditionally, El Paso's wage earning capacity falls below state averages. With fewer resources, families have spent less on educational enrichment and remediation than elsewhere in the state. By addressing student individual academic needs, Burnham Wood Charter Schools will strive to compensate for these deficiencies.

**\*Other demographic statistics:**

**Income and Poverty Status in 1989 in El Paso County, Texas.**

Medium (household) income: \$22,644

Medium (Family) income: \$24,057

**Poverty Status in 1989 in El Paso County**

Persons below poverty level: 20.8% of total population

Families below poverty level: 22.4% of all families

Female household families with related children under 18 years below poverty level: 50.7%

Female household families with related children under 5 years below poverty level: 61.2%

\*Based on 1989 district enrollment figures.

## 7. ENROLLMENT CRITERIA

The Burnham Wood Charter Schools application provides for the exclusion of an applicant who has a documented history of criminal offenses, juvenile court adjudication or discipline problems under TEC, Chapter 37, Subchapter A.

Burnham Wood Charter Schools will provide special advertising in Spanish and English to recruit a diverse student population. Burnham Wood Charter Schools will use radio, television, newspaper, announcements, as well as mailings to military installations, and various community organizations.

Enrollment will be on a first come, first served basis. Post start-up enrollment will include siblings of students already enrolled with consideration of appropriate grade levels offered.

No early waiting lists will be allowed except in the April pre-registration period for the coming year. A child registering for Kindergarten in April must be five years old by September 1st of that year.

Early enrollment will be held in April each year. Students wanting to enroll at the Burnham Wood Charter School must provide the following documents:

1. Completed and signed application
2. Birth Certificate
3. Immunization record
4. Student transcripts
5. Student academic and behavior profile
6. Proof of residency
7. Signed uniform agreement
8. Signed parent involvement agreement



## **8. QUALIFICATIONS OF PROFESSIONAL EMPLOYEES AND TEACHING PHILOSOPHY**

### **Professional Employees**

- All professional teaching staff is required to have a minimum of a Bachelors Degree.
- Teacher Aides must have a minimum of a high school diploma and two years of college.
- Other professional, non-teaching staff will have a combination of experience and/or college degrees appropriate for the position they hold.
- Teachers will be required to attend a minimum of twelve hours of inservice instruction annually.
- The Burnham Wood Charter School will run a criminal history check on all employees and Board members.

### **Teaching Philosophy**

The teaching philosophy reflects the school's mission that all students can be taught to be efficient learners in an environment that promotes positive social skills:

- Hence, within each teaching lesson, instructors will teach and monitor the practice of efficient study skills, along with content.
- Teachers will facilitate positive social skills by incorporating such techniques as cooperative learning into the classroom activities.
- Teachers will be required to monitor each student's daily progress in order to enforce the principle of mastery-based learning.
- Teachers will be required to provide extra activities/assignments for remediation or enrichment.

### **Staff Development**

Before school opens, staff will receive extensive staff development (minimum 80 hours) for the purpose of aligning the curriculum with the philosophy of Burnham Wood Charter School. We are already in the process of securing funds for the extensive training.

## **9. FINANCES, BUDGETING, AUDIT, PEIMS, FACILITIES, FOOD SERVICE, & TRANSPORTATION**

### **A) Annual Budget Process**

The school's fiscal year begins in January with an annual collection of data to consolidate the previous year's fixed costs, operating expenses and variable income into one summarized statement.

An April pre-registration campaign will provide input into next year's student population. A mid-April meeting with the fundraising committee will coordinate fundraising programs and goals.

A draft budget will be provided by the end of April, broken down by fixed costs, operating expenses, projected student and fundraising income, and capital outlays. The draft budget will be presented to the El Paso Education Initiative, Inc. Board of Directors for a reading. Budget revisions are completed per the first reading and provided per final board approval in mid May. Teacher contracts are completed per final budget and signed in early June.

**Space Costs: Back-up information**

Space costs are based on fair market value.

Burnham Wood East at 10432 Brian Mooney location is valued at \$10.50 per square foot. Previous and current leases have leased the space at this rate. It includes maintenance, utilities and security.

Burnham Wood West at 7310 Bishop Flores location is based on fair market value at \$14.50 per square foot and includes a number of amenities that exceed standard lease requirements. They include:

<u>Item</u>	<u>Estimated Cost</u>
2000 plus book library	\$ 6,000.
Intercom System (Installation)	\$ 2,331.
Security System (annual)	\$ 240.
Four Administrative & Support Offices (with 6 network computers, office furniture, storage cabinets)	\$15,000.
Outdoor playground & Sports equipment	\$ 4,000.
Six Station Computer Laboratory	\$ 9,000.
Sudent Lockers and Storage	\$ 4,000.
Maintenance & Gardening	<u>\$24,000.</u>
Total:	\$64,571.

Fifty percent of \$64,571 is allocated to Burnham Wood West (\$32,285= 42% of the first year's rent) and is absorbed into the square foot rate of \$14.50 along with utilities of \$1,391.00 per annum.

\*Budget is attached.

**C) Annual Audit**

El Paso Education Initiative, Inc. will contract with independent Certified Public Accountants (Croucher & Hackett) to perform an annual financial audit of Burnham Wood Charter Schools.

The independent audit will be submitted within 120 days of the end of the fiscal year, (August 31).

Burnham Wood Charter Schools programmatic operations will be reviewed annually by the Texas Education Agency desk audit and on-site observations by the Education Service Center, Region XIX personnel.

The CPA will review all PEIMS financial information as well.

**D) PEIMS**

Burnham Wood Charter Schools will meet the state statute concerning PEIMS information by contracting with the Region XIX Education Service Center. Contact has already been discussed with the service center, in December 1997.

## E) FACILITIES

The facilities to be used by the El Paso Education Initiative, Inc. for operating the **Burnham Wood Charter School** have been secured through the attached "pending agreement" which is signed by the owner of the facilities and the President of El Paso Education Initiative, Inc. A second facility agreement, effective in the third year of the Charter, is also attached.

The Burnham Wood West facility built for the School for Educational Enrichment (SEE) opened in August 1995. Construction was done by the nationally known firm of Banes Construction and has sixty-five hundred (6500) square feet. It meets all ADA, Fire, and Safety Codes, with strobe lights in all areas, including bathrooms, for emergency use.

The original structure has a library which has two thousand five hundred volumes; all are coded and cataloged. The library has hard cover books, paperbacks, encyclopedias, reference materials, journals, and magazines for all age groups, covering all subjects.

The facility has an in-house computer network with seven computer stations. The internet is available for student use.

The school is gated for security and includes two large outdoor areas for physical education and outdoor play. One area has grass for soccer, field hockey, croquet, batmitten, and outdoor exercise. The other area is a black-top for basketball and volleyball. A jungle Jim is securely anchored in a sand box. The concrete patio has outdoor furniture for small class instruction.

One classroom is a complete science lab with gas outlets, burners and a safety shower. The room has three sinks and locked storage. The building has 6 classrooms. Each classroom has a chalkboard and storage area. Every classroom has a speaker for announcements and an emergency call button for teachers to reach the office without having to leave the room unattended. There is one large room for small assemblies, and it has mirrors for dance and gymnastics.

In January of 1998, the school will open a new wing with approximately forty-five hundred (4,500) additional square feet. There are six fully equipped classrooms, and a large meeting room for student lunch, assemblies,

presentations, and indoor physical education. All ADA, Fire and Safety Codes have been met. The Burnham Wood West Charter site will use 50% of the 11,000 square feet in its first year.

The school parking lot meets all codes and has handicapped parking. A large flag pole adorns the front of the building, and the American flag is raised daily.

The facility at 10432 Brian Mooney is a free standing building of approximately 5,000 square feet. Approximately half the space is currently being used by School for Educational Enrichment. The Burnham Wood East charter site will offer high school grades at this facility. The facility meets all ADA, Fire, and Safety Codes. The Burnham Wood High School will begin by using four classrooms, a computer laboratory, art room, a lunch area, office, and reception area. The school is located one block from public transportation.

A third facility (to be built in the third year of the Charter) is proposed by HCD Partners, Ltd. and will be designed and built to accommodate 1,000 students and will meet all Federal, State and Local codes.

**F) TRANSPORTATION**

No provisions for transportation will be provided for Burnham Wood Charter School students, except for special education (handicapped) per state requirements.

Burnham Wood Charter Schools reserves the right to alter this transportation policy during renewal periods.

**G) FOOD SERVICE**

No provisions for food service will be provided for Burnham Wood Charter School students. Students will bring their lunch.

**10. COMMUNITY SUPPORT FOR APPLICATION**

The following individuals have submitted written endorsements for Burnham Wood charter schools.

**Carlos M. Ramirez, Mayor.** City of El Paso.

**Charles W. Mattox.** County Judge, El Paso County.

**Adair Margo.** Serves on Governor's Education Task Force. Owner Art Gallery

**Judge William E. Moody.** 34th Judicial District of Texas, El Paso County.

**Judge Max Higgs.** El Paso County Probate.

**Wes Jury.** President, CEO, Greater El Paso Chamber of Commerce.

**Taft Lyon.** Served for more than forty years as Pastor, Manhattan Presbyterian Church, El Paso.

**Rolando Salas.** Seventeen years of teaching experience.

**Gary L. Feldman, Ph.D.** Clinical psychologist and parent.

**Monica Gomez Flannery.** Parent. Former television news reporter. Singer, songwriter.

**Dr. Edward Egbert.** Retired. Well respected El Paso Physician.

**Sydney Dictor.** ACSW-CSW-ACP, retired. Former Clinical Director, El Paso Jewish Family and Children Services.

**Thomas Heinlein.** President of Downtown Lions Club, El Paso.

**John T. Hjalquist.** President Pizza Properties, Inc. President of El Paso Symphony Orchestra Association.



## 11. BUSINESS PLAN

### STRATEGIC FUNDRAISING PLAN

Fundraising for the El Paso Education Initiative, Inc. will be developed in three stages:

1. Request for substantial multi-year gifts from major foundations and corporations with whom a member of the Board or staff of the EPEI has already developed a relationship will include:

- a. Ida Wright Foundation
- b. Hightower Foundation
- c. Community Development Block Grant
- d. Montwood Bank
- e. Meadows Foundation
- f. Walton Foundation

2. Smaller gifts--\$1,000 to \$15,000--from corporations and businesses within the greater El Paso area including:

- a. Peyton Foundation
- b. Feinberg Foundation
- c. El Paso Community Foundation

3. Securing short term loans.

- a. Norwest Bank
- b. Bank of the West
- c. Montwood Bank

Any shortfall in fundraising for start up costs will be compensated by a short term loan. Members of the Board of Directors will first approach those foundations and corporations with whom they have an established a relationship. Once the award is made, key staff and members of the EPEI charter school will attempt to arrange opportunities to make face to face presentations to explain the charter school and its needs, and to obtain funds for equipment and special projects.

**Solicitation of \$1,000 to \$15,000**

Once initial start up gifts have been obtained, members of the Board and staff will write letters to about 50 businesses within the Greater El Paso area particularly members of the Greater El Paso Chamber of Commerce. (See letter of Endorsements).

**Relationship with the Greater El Paso Community**

Woody Hunt, President of the Hunt Building Corporation has agreed to help raise loans and grants prior to the receipt of TEA money.

The Board of Directors will seek additional assistance from the Center for Non-Profit Management in El Paso.

It should be noted that Iris B. Burnham has extensive experience and success in grant writing. Her efforts have brought more than a million dollars into El Paso. Among her accomplishments were securing funds for:

- a. A Therapeutic Pool for the State Center for Children
- b. Start up funds of \$400,000 for the El Paso Shelter for Battered Women.
- c. Receiving over 15 grants to conduct services for the Upper Rio Grande Private Industry Council Summer Youth Employment and Training Program.
- d. Writing a successful proposal for the construction of the El Paso Jewish Federation Housing for the well elderly, (HUD).
- e. Being awarded grants form the Area Agency on Aging and the Texas Department of Health to conduct local and state wide surveys.
- f. Receiving funding to conduct model programs for employment training for dislocated workers and women on welfare.
- g. Receiving the first SBA grant in El Paso for a construction loan for a private school.

This plan will be supervised by Iris Burnham and the EPEI Board, and overseen by CPAs Kenneth Croucher and Pamela Hackett.

is your RETURN ADDRESS completed on the reverse side?

**SENDER:**  
 • Complete items 1 and/or 2 for additional services.  
 • Complete items 3, 4a, and 4b.  
 • Print your name and address on the reverse of this form so that we can return this card to you.  
 • Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 • Write "Return Receipt Requested" on the mailpiece below the article number.  
 • The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 Ysleta ISD  
 9600 Sims Dr.  
 El Paso, TX 79925

4a. Article Number:  
 P218 681 368

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
 DEC 11 1991

5. Received By: (Print Name)  
 R. M. ...

6. Signature  
 X

PS Form 38

Thank you for using Return Receipt Service.

is your RETURN ADDRESS completed on the reverse side?

**SENDER:**  
 • Complete items 1 and/or 2 for additional services.  
 • Complete items 3, 4a, and 4b.  
 • Print your name and address on the reverse of this form so that we can return this card to you.  
 • Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 • Write "Return Receipt Requested" on the mailpiece below the article number.  
 • The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 Carruthville ISD  
 7273 Bourque Rd.  
 Carruthville, TX 79835

4a. Article Number:  
 P218 681 367

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
 X

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

is your RETURN ADDRESS completed on the reverse side?

**SENDER:**  
 • Complete items 1 and/or 2 for additional services.  
 • Complete items 3, 4a, and 4b.  
 • Print your name and address on the reverse of this form so that we can return this card to you.  
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 • Write "Return Receipt Requested" on the mailpiece below the article number.  
 • The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 Socorro ISD  
 12300 Eastlake Dr.  
 El Paso, TX 79925

4a. Article Number:  
 P218 681 324

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)  
 Albert Treviño

6. Signature: (Addressee or Agent)  
 X Albert Treviño

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

is your RETURN ADDRESS completed on the reverse side?

**SENDER:**  
 • Complete items 1 and/or 2 for additional services.  
 • Complete items 3, 4a, and 4b.  
 • Print your name and address on the reverse of this form so that we can return this card to you.  
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 • Write "Return Receipt Requested" on the mailpiece below the article number.  
 • The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 EP ISD  
 6531 Spring  
 El Paso, TX 79925

4a. Article Number:  
 P218 681 369

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)  
 Albert Treviño

6. Signature  
 X

PS Form 38

Thank you for using Return Receipt Service.

**B) Budget****Budget Worksheet for Charter Schools**

<u>Overview</u>	<u>Object Code</u>	<u>Total</u>
<b>Net Assets at Beginning of Year</b>		<u>0</u>
Estimated Revenues:		
Local Sources		
State Sources	<u>560,000</u>	
Federal Sources		
Other Sources	<u>12,000</u>	
<b>Total Estimated Revenues</b>		<u>572,000</u>
Estimated Expenses:		
Payroll Costs	<b>6500</b> <u>385,911</u>	
Professional and Contracted Services	<b>6200</b> <u>142,452.</u>	
Supplies and Materials	<b>6300</b> <u>37,940.</u>	
Other Operating Costs	<b>6400</b> <u>5,500.</u>	
Debt Expense	<b>6500</b> _____	
<b>Total Estimated Revenues</b>		<u>571,803</u>
Gains	<b>7950</b> <u>197.</u>	
Losses	<b>8950</b> <u>0</u>	
<b>Change in Net Assets</b>		<u>0</u>
<b>Net Assets at End of Year</b>		<u>197.</u>

**Charter School Budget Categories:**

<u>Expenses</u>	<u>Function Code</u>	<u>Object Code</u>	<u>Total</u>
Instruction:	11		
Payroll Costs		6100 263,797.	
Professional & Contracted Services		6200 6,500.	
(Printing, Speech Therapist, Diagnostition)			
Supplies & Materials		6300 29,140	
(Furniture, Computers)			
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Instruction			299,437.
Instructional Resources & Media Services:	12		
Payroll costs		6100 _____	
Professional & Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Instuctional Resources & Media Services			_____
Curriculum Development & Instructional Staff Development	13		
Payroll Costs		6100 _____	
Professional & Contracted Services		6200 4,500.	
Supplies & Materials		6300 _____	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Curriculum Development & Instructional Staff Development			4,500.

Instructional Leadership:	21		
Payroll Costs	6100	_____	
Professional & Contracted Services	6200	_____	
Supplies & Materials	6300	_____	
Other Operating Costs	6400	_____	
Debt Expense	6500	_____	
Total Instructional Leadership			_____
School Leadership:	23		
Payroll Costs (Principal & all Secretaries)	6100	<u>73,488.</u>	
Professional & Contracted Services	6200	_____	
Supplies and Materials	6300	_____	
Other Operating Costs	6400	_____	
Debt Expense	6500	_____	
Total School Leadership			<u>73,488.</u>
Guidance, Counseling & Evaluation Services:	31		
Payroll Costs	6100	_____	
Professional & contracted Services	6200	<u>5,500.</u>	
Supplies & Materials	6300	_____	
Other Operating Costs	6400	_____	
Debt Expense	6500	_____	
Total Guidance, Counseling & Evaluation Services			<u>5,500.</u>
Social Work Services: (Optional)	32		
Payroll Costs	6100	_____	
Professional & Contracted Services	6200	_____	
Supplies and Materials	6300	_____	
Other Operating Costs	6400	_____	
Debt Expense	6500	_____	
Total Social Work Services			_____

## APPLICATION

Health Services:	33		
Payroll Costs		6100	_____
Professional & Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Health Services			_____
Student Transportation:	34		
(Optional)			
Payroll Costs		6100	_____
Professional & Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Student Transportation			0 _____
Food Services:	35		
(Optional)			
Payroll Costs		6100	_____
Professional & Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Food Services			0 _____
Co-Curricular	36		
Extracurricular Activities:			
(Optional)			
Payroll Costs		6100	_____
Professional & Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Co-Curricular			0 _____
Extracurricular Activities			

General Administration	41		
Payroll Costs (Superintendent)	6100	<u>34,431.</u>	
Professional & Contracted Services (CPA/Accountant)	6200	<u>10,000</u>	
Supplies and Materials	6300	<u>          </u>	
Other Operating Costs (Advertising & Travel)	6400	<u>3,000.</u>	
Debt Expense	6500	<u>          </u>	
Total General Administration			<u>47,431.</u>
Plant Maintenance & Operations:	51		
Payroll Costs	6100	<u>          </u>	
Professional & Contracted Services (Rent & Phone)	6200	<u>107,552.</u>	
Supplies and Materials (Copy Machine, Supplies)	6300	<u>8,800.</u>	
Other Operating Costs	6400	<u>          </u>	
Debt Expense	6500	<u>          </u>	
Total Plant Maintenance & Operations			<u>116,352.</u>
Security and Monitoring Services (Optional)	52		
Payroll Costs	6100	<u>          </u>	
Professional & Contracted Services	6200	<u>          </u>	
Supplies and Materials	6300	<u>          </u>	
Other Operating Costs	6400	<u>          </u>	
Debt Expense	6500	<u>          </u>	
Total Security and Monitoring Services			<u>0</u>



## APPLICATION

Data Processing	53		
Services:			
Payroll Costs	6100	<u>                    </u>	
Professional & Contracted Services (PEIMs, & Computer Space)	6200	<u>8,400.</u>	
Supplies and Materials	6300	<u>                    </u>	
Other Operating Costs	6400	<u>                    </u>	
Debt Expense	6500	<u>                    </u>	
Total Data Processing Services			<u>8,400.</u>
Community Services:	61		
(Optional)			
Payroll Costs	6100	<u>14,195.</u>	
Professional & Contracted Services	6200	<u>                    </u>	
Supplies and Materials	6300	<u>                    </u>	
Other Operating Costs	6400	<u>2,500.</u>	
Debt Expense	6500	<u>                    </u>	
Total Community Services			<u>16,695.</u>
Fund Raising: (Optional)	81		
Payroll Costs	6100	<u>                    </u>	
Professional & Contracted Services	6200	<u>                    </u>	
Supplies and Materials	6300	<u>                    </u>	
Other Operating Costs	6400	<u>                    </u>	
Debt Expense	6500	<u>                    </u>	
Total Fund Raising			<u>0</u>
<b>Total Expenses (All Functions)</b>			<b><u>571,803.</u></b>

# Burnham Wood Charter School West



Play Area



Computer Lab

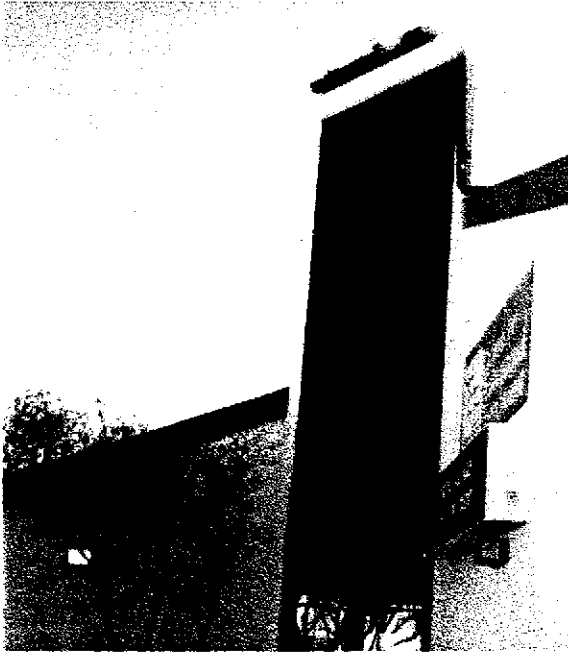


Lockers and Sample of  
School Uniform



Classroom

# Burnham Wood Charter School East



Front Entrance to School



Computer Room



Classroom



Office / Library

**Agreement of Intent to Use Facilities**

I, Howard Burnham, owner/representative of the properties described below, (A, B), agree to lease space to the El Paso Education Initiative, Inc. for the express purpose of establishing a Charter School. The rental fee will be based on the fair market value for similar space rental in El Paso. This agreement is contingent on the award of the charter by the SBOE by May 1998.

- A. Burnham Wood Charter West  
7310 Bishop Flores, El Paso, TX 79912
- B. Burnham Wood Charter West  
10432 Brian Mooney, El Paso, TX 79935

Signature Howard Burnham  
(Howard Burnham, Owner)

Date 1-6-98

Signature Iris B Burnham  
(Iris Burnham, President, El Paso Education Initiative, Inc.)

Date 1-6-98

# HCD PARTNERS, LTD.

December 4, 1997

Ms. Iris Burnham  
Director  
EL PASO EDUCATION INITIATIVE, INC.  
7310 Bishop Flores  
El Paso, Texas 79912

Re: Charter School Facilities

Dear Ms. Burnham:

This correspondence will confirm our understanding that in the event your application for Charter School designation is approved and further subject to the demand and need for growth in facilities being identified, HCD Partners, Ltd. is prepared to make available an appropriate site and facility to provide for a student body of up to 1,000 students within 36 months. The specific terms of this commitment are to be reviewed at a later time.

HCD Partners, Ltd. and its principals currently own appropriate land in several locations which could be utilized. Construction capacity is also available on an "in house" basis at HCD Partners through Hunt Building Corporation, its majority share holder.

Sincerely,

HCD PARTNERS, LTD., by its General Partner  
HUNT EL PASO INVESTMENT, LTD., by its General Partner  
HUNT INVESTMENT, INC.

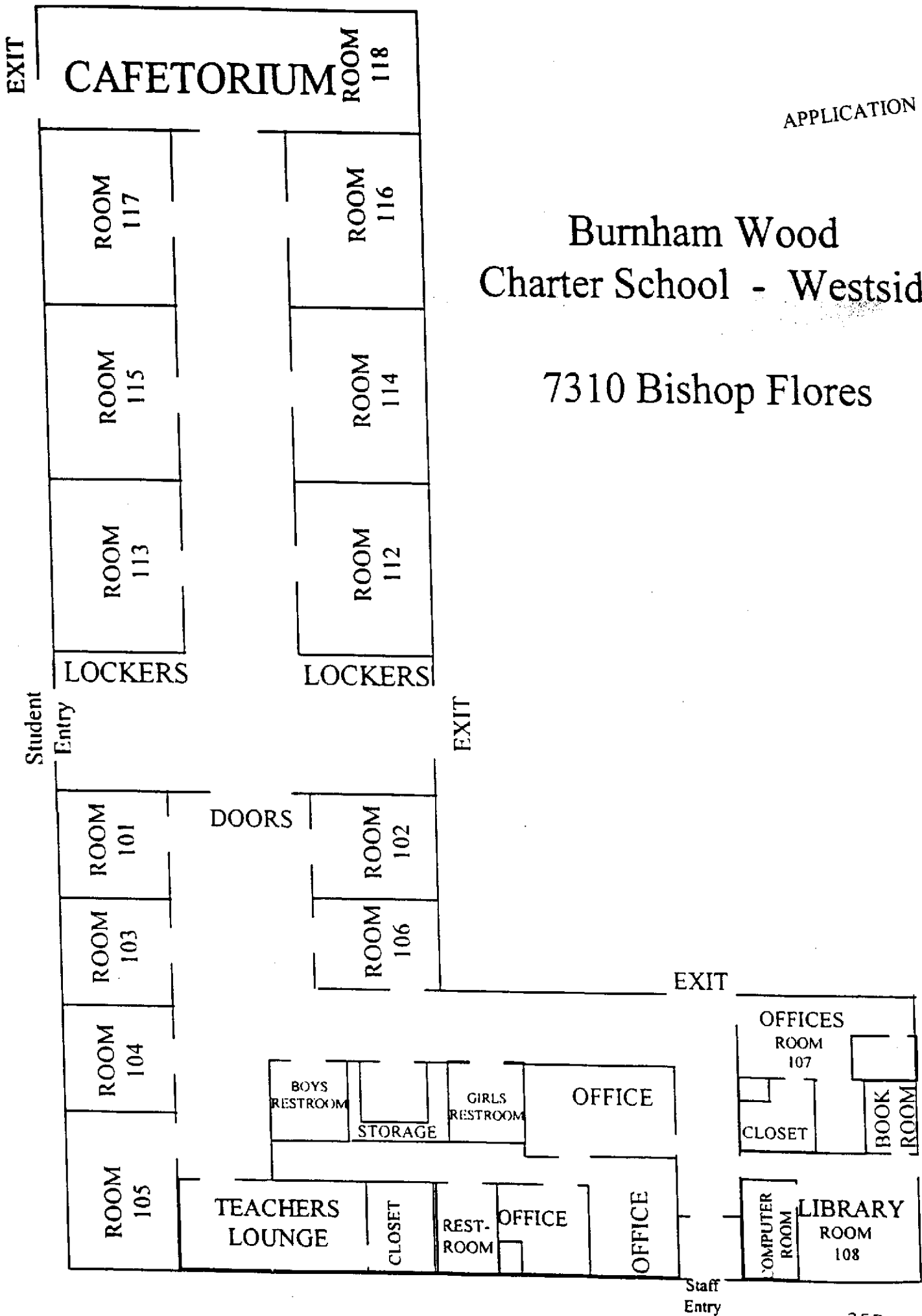


Gary B. Sapp  
President

APPLICATION

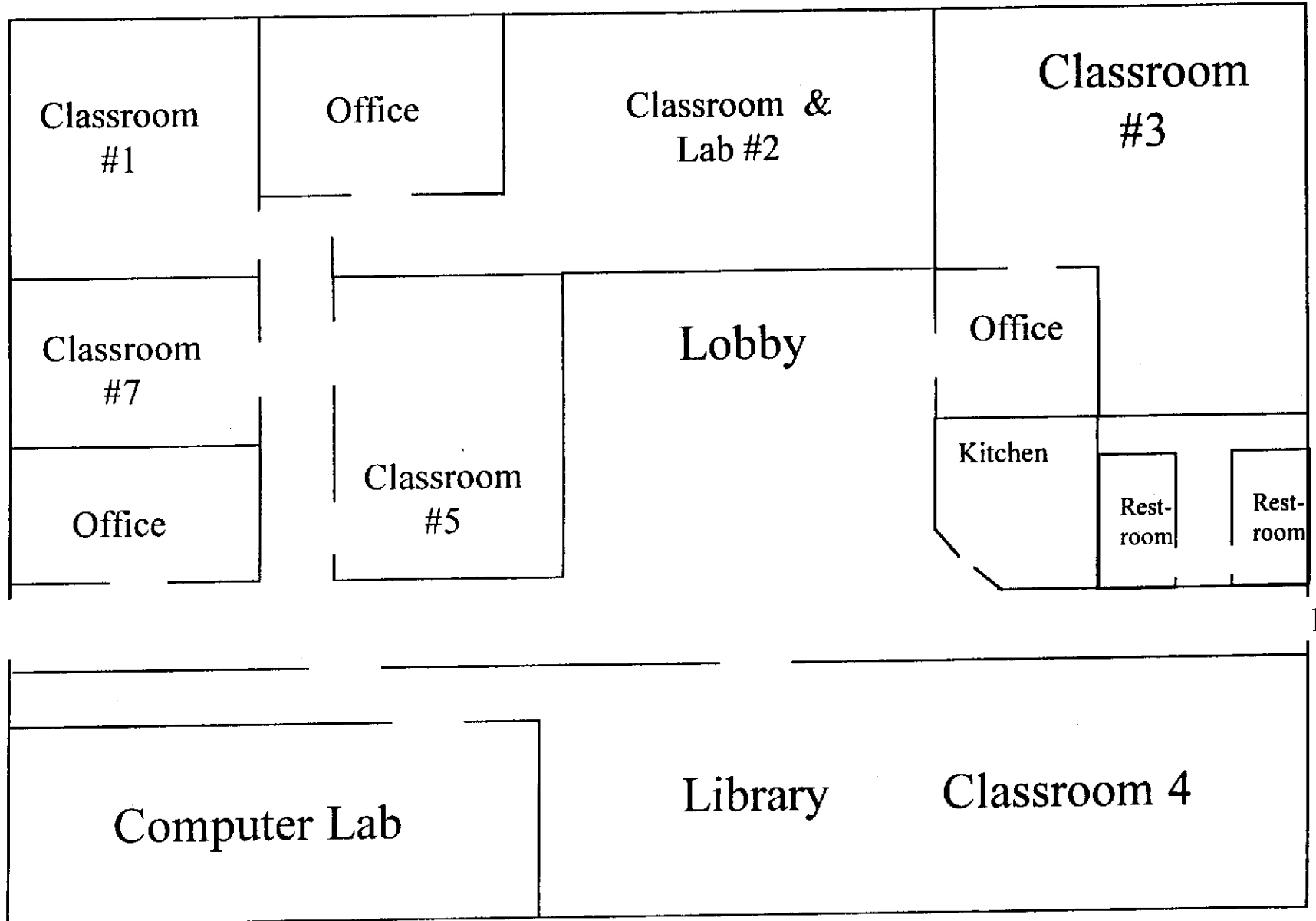
# Burnham Wood Charter School - Westside

7310 Bishop Flores



# Burnham Wood Charter School - Eastside

APPLICATION



Main Entry

Exit

BURNHAM WOOD CHARTER SCHOOL7-MO. STARTUP PLAN

<u>INCOME</u>	<u>MAR. 1998</u>	<u>APR. 1998</u>	<u>MAY 1998</u>	<u>JUN. 1998</u>	<u>JUL. 1998</u>	<u>AUG. 1998</u>	<u>SEP. 1998</u>	<u>TOTAL</u>
Tuition @ \$4,000 ea.	\$0	\$0	\$0	\$0	\$0	\$0	\$43,077	\$43,077
Fundraising/Loans**	\$30,000	\$30,000	\$30,000	\$29,050	\$0	\$0	\$0	\$119,050
<b>TOTAL INCOME:</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$29,050</b>	<b>\$0</b>	<b>\$0</b>	<b>\$43,077</b>	<b>\$162,127</b>
Remaining Assets:	\$119,050	\$109,061	\$101,862	\$96,263	\$92,744	\$77,453	\$27,347	
<u>EXPENSES</u>								
Personnel	\$2,873	\$2,873	\$2,873	\$2,873	\$10,074	\$20,148	\$32,160	\$73,874
Space/Util./Maint.-Westside	\$271	*\$271	*\$271	*\$271	*\$542	*\$6,645	*\$9,157	\$17,428
Supplies/Materials	\$170	\$80	\$80	\$0	\$300	\$1,313	\$1,313	\$3,256
Equipment	\$500	\$100	\$0	\$0	\$0	\$20,000	\$3,500	\$24,100
Consultant/Contract	\$800	\$0	\$0	\$0	\$4,000	*\$2,000	*\$2,740	\$9,540
Support-telephone	\$375	\$375	\$375	\$375	\$375	\$0	\$375	\$2,250
Support-advertising	\$0	\$3,500	\$2,000	\$0	\$0	\$0	\$0	\$5,500
Support-printing	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Support-mailing	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
<b>TOTAL EXPENSES:</b>	<b>\$9,989</b>	<b>\$7,199</b>	<b>\$5,599</b>	<b>\$3,519</b>	<b>\$15,291</b>	<b>\$50,106</b>	<b>\$49,245</b>	<b>\$140,948</b>

TOTAL EST. EXPENSES FOR STARTUP (Mar.-Aug. + Sep. 1998): \$140,948  
 \*ITEMS DEFERRED (to reimburse H. Burnham over 12 mos.): \$21,898  
 \*\*TOTAL FUNDRAISING: \$119,050



**BURNHAM WOOD CHARTER SCHOOL****PROJECTED YEAR 1 BUDGET--1998**

<b>INCOME</b>	<b>ENROLLED</b>	<b>AUG. 1998-JULY 1999</b>
Tuition @ \$4,000 ea.	140	\$560,000
Fundraising		\$12,000
<b>TOTAL INCOME:</b>		<b>\$572,000</b>
<b>EXPENSES</b>		
Personnel		\$385,911
Space/Utilities/Maintenance		-Split Below-
-Westside Site		\$76,427
-Eastside Site		\$28,875
Supplies/Materials		\$14,440
Equipment		\$23,500
Consultant/Contract		\$33,400
Support (tel./travel & mileage/adv./print.)		\$9,250
<b>TOTAL EXPENSES:</b>		<b>\$571,803</b>
Remaining Assets:		\$197

\*These are estimates at the discretion of the superintendent with the approval of El Paso Education Initiative board.

\*Anticipated 8% increase in salaries from 1st to 3rd year.

\*Remaining Assets will be targeted to capital expansion.

**BURNHAM WOOD CHARTER SCHOOL****PROJECTED YEAR 2 BUDGET-1999**

<b>INCOME</b>	<b>ENROLLED</b>	<b>AUG. 1999-JULY 2000</b>
Tuition @ \$4,000 ea.	196	\$784,000
Fundraising		\$15,000
<b>TOTAL INCOME:</b>		<b>\$799,000</b>
<b>EXPENSES</b>		
Personnel		\$532,391
Space/Utilities/Maintenance		-Split Below-
-Westside Site		\$89,164
-Eastside Site		\$37,537
Supplies/Materials		\$18,916
Equipment		\$30,785
Consultant/Contract		\$43,754
Support (tel./travel & mileage/adv./print.)		\$12,117
<b>TOTAL EXPENSES:</b>		<b>\$764,664</b>
Remaining Assets:		\$34,336

\*These are estimates at the discretion of the superintendent with the approval of El Paso Education Initiative board.

\*Anticipated 8% increase in salaries from 1st to 3rd year.

\*Remaining Assets will be targeted to capital expansion.

**BURNHAM WOOD CHARTER SCHOOL**

APPLICATION

**PROJECTED YEAR 3 BUDGET--2000**

<b>INCOME</b>	<b>ENROLLED</b>	<b>AUG. 2000-JULY 2001</b>
Tuition @ \$4,000 ea.	252	\$1,008,000
Fundraising		\$0
<b>TOTAL INCOME:</b>		<b>\$1,008,000</b>
<b>EXPENSES</b>		
Personnel		\$606,511
Space/Utilities/Maintenance		-Split Below-
-Westside Site		\$118,389
--Eastside Site		\$43,788
Supplies/Materials		\$24,212
Equipment		\$48,395
Consultant/Contract		\$56,005
Support (tel./travel & mileage/adv./print.)		\$15,510
<b>TOTAL EXPENSES:</b>		<b>\$912,810</b>
Remaining Assets:		\$95,190

\*These are estimates at the discretion of the superintendent with the approval of El Paso Education Initiative board.

\*Anticipated 8% increase in salaries from 1st to 3rd year.

\*Remaining Assets will be targeted to capital expansion.



APPLICATION

January 5, 1997

Ms. Iris Burnham, President  
EL PASO EDUCATION INITIATIVE, INC.  
7310 Bishop Flores  
El Paso, Texas 79912

Dear Iris:

Hunt Building Corporation (HBC) strongly supports the Open Enrollment Charter School application of the El Paso Education Initiative (EPEI). We are looking forward to having your two charter sites fully operational in El Paso in August 1998.

Contingent upon receipt of a charter being granted by the State Board of Education in March 1998, HBC pledges to raise, grant or lend at least \$50,000 for EPEI to help cover start-up costs associated with:

**Staff Development**  
**Classroom Furniture**  
**Payroll (during summer training and first month of teaching)**  
**Rent**  
**Advertising**  
**Printing (including enrollment form)**  
**Curriculum Supplies (including workbooks, teacher's manuals, maps, etc.)**  
**Science and Art Supplies**

Please inform us of your charter status in early March so we can arrange for you to receive the funding by June 1, 1998. We are looking forward to a long and successful relationship with your charter school.

Sincerely,

HUNT BUILDING CORPORATION

A handwritten signature in black ink that reads 'Woody L. Hunt'.

Woody L. Hunt  
Chairman

**Attachment I**

**Assurances**

### Assurances

Signature of the Chief Operating Officer certifies that the following statements are addressed through policies adopted by the charter school and, if approved, the governing body, administration, and staff of the open-enrollment charter will abide by them:

- (1) The proposed open-enrollment charter school prohibits discrimination in its admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with state statute.
- (2) Any educator employed by a school district before the effective date of a charter for an open-enrollment charter school operated at a school district facility will not be transferred to or employed by the open-enrollment charter school over the educator's objection.
- (3) The proposed open-enrollment charter school will retain authority to operate under the charter contingent on satisfactory student performance on assessment instruments adopted under TEC, Chapter 39, Subchapter B and as provided by the open-enrollment charter agreement approved by the State Board of Education.
- (4) The proposed open-enrollment charter school will not impose taxes, use financial incentives or rebates to recruit students, or charge tuition other than tuition allowable under TEC Section 12.106.
- (5) If the proposed open-enrollment charter school provides transportation, it will provide transportation to each student attending the school to the same extent a school district is required by law to provide transportation to district students.
- (6) The proposed open-enrollment charter school will operate in accordance with federal laws and rules governing public schools; applicable provisions of the Texas Constitution; state statute pertaining to provisions establishing a criminal offense; and prohibitions, restrictions, or requirements, as applicable, under state statute or rule adopted relating to:
  - the Public Education Information Management System (PEIMS) to the extent necessary to monitor compliance as determined by the commissioner;
  - criminal history records under TEC Subchapter C of Chapter 22;
  - high school graduation under TEC Section 28.025;
  - special education programs under TEC Subchapter A of Chapter 29;
  - bilingual education under TEC Subchapter B of Chapter 29;
  - prekindergarten programs under TEC Subchapter E of Chapter 29;
  - extracurricular activities under TEC Section 33.081;
  - health and safety under TEC Chapter 38; and
  - public school accountability under TEC Subchapters B, C, D, and G of Chapter 39.
- (7) The governing body of the school is considered a governmental body for purposes of Chapters 551 and 552, Government Code, and will comply with those requirements of state statute.
- (8) The employees and volunteers of the open-enrollment charter school are held immune from liability to the same extent as school district employees and volunteers under applicable state laws.

APPLICATION

- (9) The open-enrollment charter school will ensure that any of its employees who qualify for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the charter will be responsible for making any contribution that otherwise would be the legal responsibility of the school district, and will ensure that the state makes contributions for which it is legally responsible to such employees.
- (10) The open-enrollment charter school complies with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
- (11) The open-enrollment charter school agrees to assist in the completion of an annual evaluation of the charter that includes consideration of:
  - students' scores on assessment instruments administered under TEC, Chapter 39, Subchapter B;
  - student attendance;
  - students' grades;
  - incidents involving student discipline;
  - socioeconomic data on students' families;
  - parents' satisfaction with their children's schools;
  - students' satisfaction with their schools;
  - the costs of instruction, administration, and transportation incurred by the open-enrollment charter; and
  - the effect of the open-enrollment charter on surrounding school districts and on teachers, students, and parents in those districts.
- (12) An assignment of the operation of the charter to another entity is a revision to the charter, and must be submitted to the State Board of Education for approval.
- (13) Charter schools will provide parents of prospective students with a one-page prospectus of the charter which includes, but is not limited to, information about staff qualifications and the instructional program.
- (14) The school will implement a policy to admit students eligible for a public education grant.

*Signature of Chief Operating Officer of the School, testifying to the provisions of the charter and the assurances above:*

*Jim B Burnham*

Date: 1-6-98

*Signature of the Chair of the State Board of Education, Approving the Open-Enrollment Charter in accordance with the provisions of this document:*

\_\_\_\_\_

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

**Attachment II**  
**Letters of Endorsements**

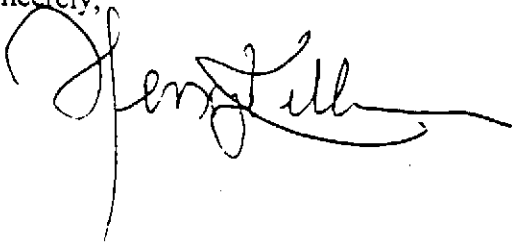


I would be honored to serve on the Board of Directors of the El Paso Education Initiative Inc. The education of children has always been important to me. My own *APPLICATION* parents saved every penny they could to give me an excellent education. Their sacrifice gave me opportunities in life.

I support the establishment of an "Open Enrollment Charter School" under the leadership of my dear friend Iris Burnham. What interests me most is the commitment to teach children respect for each other's similarities and differences.

I urge your consideration of this application.

Sincerely,



Dec. 16 1997

## HENRY KELLEN

Mr. Henry Kellen was born in Lodz, Poland in [REDACTED]. He attended the University of France and graduated in 1938 with a degree in Mechanical Engineering. After graduation, he and his family settled in Kaunas, Lithuania.

In 1941, the country was overrun by the Nazis. Subsequently, Mr. Kellen and the entire Jewish community of Kaunas were forced into a labor camp. Only 4,000 out of over 100,000 inmates of that camp survived, none of whom were members of his family.

Mr. Kellen, through very fortunate circumstances, was able to escape and remained hidden with a Lithuanian farmer for 90 days until the end of the war. The Russian Army liberated the camp on July 31, 1944.

In July 1946, Mr. Kellen came to the U.S. and settled in El Paso, TX. Since his retirement in 1983, he has spent much of his time educating schools and civic organizations. He established the Holocaust Museum in one-room of the Jewish Community Center in El Paso. It was moved to a new building and rededicated in 1992.

The museum was founded on the hope and belief that by remembering and documenting the events, civilized people will prevent another Holocaust.



November 21, 1997

Ms. Iris Burnham  
Director  
SCHOOL FOR EDUCATIONAL ENRICHMENT  
7310 Bishop Flores  
El Paso, Texas 79912

Re: Charter School Application

Dear Iris:

Thank you so much for sharing your time and thoughts with me at our meeting last week. We appreciate very much your willingness to define your charter widely enough to potentially include the areas we reviewed. I wanted to follow up on the issues we discussed and provide you with our expectations with respect to the growth of the northwest area over the next 20 years.

As you know, the area is currently within the jurisdiction of the Canutillo Independent School District. Our group, HCD Partners, Ltd., owns approximately 1850 acres of which about 1500 acres will be developed as residential subdivisions and multi-family housing. Additionally, the Public Service Board (City of El Paso) owns about 1400 acres south of TransMountain - Loop 375 which will most likely be developed for residential uses. Projecting forward the existing average household size for recent Westside development would indicate an average household of slightly less than three persons. (I have assumed that this would indicate an average 1.25 children per household when taking into consideration single parent households.) The probable average density of development over the 2900 acres of residential land developed south of TransMountain is approximately 4 units per gross acre. This would indicate the development of about 11,600 new households which would likely include approximately 14,500 school age members.

Current development trends are creating an average of 700 new homes in the northwest area annually. In forecasting growth, I have assumed that the area will follow projected citywide trends and achieve a compounded growth rate of 2.7% per year. This calculation indicates that all of the property could be developed within less than 15 years of the initial subdivisions which are probably three years from existing market demand. Hence, we would expect that with an attractive education product available for new home buyers, in three years about 875 new students would be looking for a classroom and that number would grow at the same annual compounded rate of 2.7%.

If the development skewed toward lower income, and therefore a younger and lower income typical home buyer, the student population could increase significantly over these projections as younger, poorer households (such as those in east El Paso) may have an average of as many as

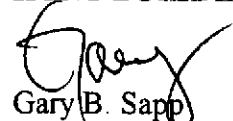
November 21, 1997  
Ms. Iris Burnham  
Page Two

two school age children creating an increased demand for classrooms as much as 60% higher than I have outlined above.

I hope that this is the information you were looking for. If I can be of any further assistance, please do not hesitate to call me at 533-1122, extension 295.

Sincerely,

**HUNT BUILDING CORPORATION**



Gary B. Sapp  
Vice President

cc: W. L. Hunt  
William. C. Bednar, Esq.

CHARLES W. "CHUCK" MATTOX  
COUNTY JUDGE  
(915) 546-2098



COUNTY COURTHOUSE  
APPLICATION  
500 E. SAN ANTONIO, SUITE 301  
EL PASO, TEXAS 79901  
FAX (915) 546-2198

## County of El Paso

OFFICE OF THE COUNTY JUDGE

November 11, 1997

Texas State Board of Education  
c/o Iris Burnham, President  
El Paso Education Initiative, Incorporated  
7310 Bishop Flores  
El Paso, TX 79912

RE: OPEN ENROLLMENT CHARTER PETITION OF EL PASO  
EDUCATIONAL INITIATIVE, INC.

Members of the Texas Board of Education:

As County Judge of the County of El Paso, it gives me great pleasure to endorse the open enrollment charter petition of El Paso Educational Initiative, Incorporated. I am not only in accord with mission and objectives of this fine organization, I have every confidence in the commitment of its president, Iris Burnham, to continue to provide innovative, quality educational opportunities to the youth of El Paso.

For the reasons stated above, your affirmative consideration of the petition of El Paso Educational Initiative, Incorporated, is highly recommended.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Charles W. Mattox".

CHARLES W. "CHUCK" MATTOX  
County Judge



APPLICATION

November 17, 1997

To Whom It May Concern:

I'm pleased to write in support of an "Open Enrollment Charter School" under the direction of Iris Burnham.

Our Community must have well educated young men and women who have acquired the skills necessary to succeed in higher education and in the labor market. The programs developed and implemented by Mrs. Burnham have done just that for students of all ages.

Mrs. Burnham has been honored by the community as an educator and I know her business skills are exceptional. Her school is an outstanding small enterprise that trains and employees many people in our community.

I urge you to carefully consider this application.

Sincerely,

Wes Jurey  
President & CEO

**Philip F. LoPiccolo, M.D.**

*Diplomate of the American Board of Pediatrics*

10940 BEN CRENSHAW, SPACE C

EL PASO, TEXAS 79935

(915) 598-9281 FAX: (915) 598-6287

Practice Limited to Learning, Developmental and Behavioral Problems

18 November, 1997

Endorsement Letter

Re: Charter School

I am a developmental/behavioral pediatrician whose practice is limited to children/adolescents with handicapping conditions - primarily learning disabilities, and attentional/school problems. I've had over 25 years of experience in this field - both as a clinician and as a teacher. Enclosed is my curriculum vitae.

In the last few years I've become increasingly dismayed by the quality of education being provided to our youngsters. I think so much more could be done to enhance learning and stimulate the desire to learn.

The atmosphere in which kids learn has become very problematic - the breakdown in the authority of school officials, teachers, the use of drugs, the style of dress, the acceptance of violence, have all played a role in undermining the moral structure upon which this country was based.

I would like to see a school established which abides by a standard of conduct that we can all be proud of, a school that exemplifies the best in learning, a school that will help those who want to learn to achieve. So much needs to be done and I hope the establishment of a charter school could be a guiding light for the community and the public school system.

Iris Burnham has done an outstanding job with the School for Educational Enrichment and under her guidance and tutelage the school has grown and developed an excellent reputation in the community. Mrs. Burnham is a wonderful role model and professional who has the necessary experience to be able to lead and guide the Charter School in a positive direction.

I willingly and enthusiastically support the concept, goals and ideals of the Charter School and look forward to serving on the Advisory Board.



Philip LoPiccolo, M.D.

PL: ml



APPLICATION

Teacher Education

11/11/97

Texas State Board of Education  
Texas Education Agency  
Austin, Tx.

Dear Ladies and Gentlemen:

It is my pleasure to write this Letter of Endorsement for a charter school under the El Paso Education Initiative, Inc., of El Paso, Tx., Mrs. Iris Burnham, President.

I have known Mrs. Burnham for over 20 years, first as a colleague at the University of Texas at El Paso and later as Principal of School for Educational Enrichment. When I was Director of Guidance and Counseling at Cathedral High School in El Paso, we used to refer many of our students to Mrs. Burnham and her school for special academic help. I came to respect and admire her even more than I had before. She is a highly intelligent and skilled educator and administrator with very high integrity and human values.

Mrs. Burnham has discussed with me the mission and general philosophy of the charter school and the El Paso Education Initiative. Under her direction and vision I know it would succeed and would add much to our community. I have agreed to serve as an Advisory Director for the Charter School to help with curriculum, teacher training, multicultural emphases, and other concerns.

Information about my academic and professional background is as follows:

B.A., Vanderbilt U.  
Master of Divinity, Harvard Divinity School.  
Master of Sacred Theology, Andover Newton Theological School.  
Master of Education (Ed. Psych. and Counseling) UT El Paso.  
Ph.D. (Foundations of Education), U. Conn.

Employed 35 years in campus and parish ministry, Mass., Conn., Tx.  
Employed 32 years in university teaching, Conn. and Tx.  
Director of Guidance and Counseling, Cathedral High School, El Paso, Tx., 1986-95.  
Currently full-time faculty, College of Ed., UT El Paso.  
Courses taught: Multicultural Ed., Youth at Risk, Secondary Methods, Secondary Curriculum.  
Frequent Workshop Leader/Presenter: TEA, Tech Prep, local and regional teacher in-service.

Sincerely,

A handwritten signature in cursive script that reads "Richard W. Albin".

Richard W. Albin, Ph.D.

El Paso, Texas

79968-0574

(915) 747-5426

November 18, 1997

To Whom It May Concern:

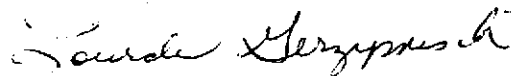
It is with great pleasure that I am writing a letter of endorsement for Mrs. Iris Burnham. I have full confidence in her ability to create and direct a new charter school that would benefit students throughout the El Paso area by expanding educational opportunities to these children. I have known Mrs. Burnham through the School for Educational Enrichment for several years; and have seen first hand how SEE School, under the direction of Mrs. Burnham, has made a tremendous difference in the lives of many young people including my own son, Christopher.

My [REDACTED] has attended SEE School for several years and responds extremely well to Mrs. Burnham's policy of teaching sound learning practices through positive reinforcement. [REDACTED] has received honorary recognition through Who's Who Among American High School Students for two consecutive years. [REDACTED] applied and was accepted to New Mexico State University, St. Edward's University and TCU University. [REDACTED] is presently attending NMSU as a freshman and is planning to major in communications. [REDACTED] tested out of History at NMSU and has started [REDACTED] freshman year with a credit of three semester hours.

My husband, Dieter, and I have [REDACTED] [REDACTED] were admitted to the University of Texas at Austin and our [REDACTED] is attending NMSU. I am a graduate of UTEP and have a BBA in Finance and a BA in Business Administration. Currently, I am a CPA candidate. For several years, I had acted as room mother at St. Clement's Episcopal Parish School. I was a Volunteer In Public (VIP) School at Zach White School acting as a teacher's aid. I was also president of El Paso Country Club Ladies Tennis Association. This is a nonprofit company created to encourage women to participate in organized tennis activities. In addition, I was on the Texas Society to Prevent Blindness board and volunteered as photography coordinator for the El Paso Cancer Treatment Center.

In conclusion, I can honestly say that [REDACTED], has made it to college because of the excellent educational services offered at SEE School, under the guidance of Mrs. Burnham, which encourage students to go forward. The school's individualized classes and positive attitude have made a tremendous difference in my [REDACTED] life and I am happy to provide this recommendation.

Sincerely,



Lourdes Gerzymisch





APPLICATION

November 7, 1997

*Office of the  
Betty M. MacGuire  
Endowed Professor in  
Business Administration*

Ms. Iris Burnham  
President  
El Paso Education Initiative, Inc.  
7310 Bishop Flores  
El Paso, Tx 79912

Dear Iris:

I appreciated the recent opportunity to visit with you and discuss your plans to apply for Charter School authorization here in El Paso. Your experience and success as an educator and well-developed organizational skills ensure the success of this undertaking.

As you know, El Paso is a large and growing community. Being an educator at the university level, I feel strongly that increasing the diversity of educational choices for area students is a positive development. Competition elevates the consciousness of all involved in the educational system to be in touch with the needs of the clients we serve and maintain quality products. A community like El Paso can afford to provide a range of educational options without impairing the welfare of established institutions. There is plenty of need. I would encourage all caring parties to make a contribution to the intellectual capital of our residents.

At UTEP, corporate recruiters have articulated certain priorities: communications skills and team-work skills being foremost. In the College of Business Administration, we have responded by modifying our curriculum to address these employer emphases. Your Charter School mission focusing on the development of positive interpersonal and social skills should prepare your graduates well for the educational and career environment they will face as adults in the 21st Century.

Iris, I would be pleased to serve as an Advisory Director of the El Paso Education Initiative, Inc. My background includes some twenty years of

*Department of  
Marketing &  
Management  
El Paso, Texas  
79968-0539  
(915) 747-5185  
FAX: (915) 747-5348  
E-mail:  
gsull@utep.edu*

Iris Burnham

November 7, 1997

Page 2

teaching and research at the university level (University of Kentucky, University of Cincinnati, University of Texas-El Paso) and more than five years as Chair of the Department of Marketing and Management at UTEP. Additionally, I am the first holder of the Betty M. MacGuire Endowed Professorship in Business Administration (since 1989). And I have accepted numerous service roles within the university, the El Paso community and my profession. A copy of my resume is attached for your reference.

Best wishes,

A handwritten signature in cursive script that reads "Gary L. Sullivan". The signature is fluid and extends across the width of the page.

Gary L. Sullivan

Professor of Marketing and Chair

Attachment: Resume



APPLICATION

October 24, 1997

State Board of Education  
1701 North Congress Avenue  
Austin, TX 78701-1491

Gentlemen:

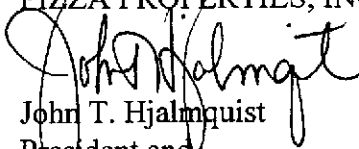
I have recently become aware of Iris Burnham's (President of El Paso Education Initiative, Inc.) application for operating an Open Enrollment Charter School in El Paso.

As an active citizen of El Paso - President of a 38-chain pizza corporation (which employs over 1,000 youth throughout Texas), President of El Paso Symphony Orchestra Association; a member of Rotary of El Paso, Sunburians, and other organizations that help fulfill the needs El Pasoans - I feel that we need to continually better our educational offerings to this fine city.

I endorse her request as I feel it will be an asset to the educational needs of El Paso. Please allow your utmost consideration to her request.

Thank you.

Yours very truly,  
PIZZA PROPERTIES, INC.



John T. Hjalmsquist  
President and  
Chief Operating Officer

JTH:pc

# ADAIR MARGO GALLERY

24 December 1997

Mr. & Mrs. Howard Burnham  
School for Educational Enrichment  
7310 Bishop Flores  
El Paso, Texas 79912

Dear Iris and Howard:

It pleases me to write this letter on your behalf, thanking you for the role you have played in the education of El Paso children and encouraging your application for Charter School status with the State of Texas. Friends of mine who send their children to the **School for Educational Enrichment** are so grateful for your outstanding accommodation of special needs children. I was most impressed after my tour of your school.

El Paso lacks options for educating our children in contexts other than the public schools. A Charter School will fill a needed niche in our community. You and Howard have proven your capability of running an accredited private school in El Paso with two campuses and I have confidence that, should you be approved to begin a Charter School, it will be one of the finer learning centers in Texas.

Thank you for your many contributions to our community. Keep up the good work.

Most sincerely,



Adair Margo



OFFICE OF THE MAYOR  
THE CITY OF EL PASO, TEXAS

CARLOS M. RAMIREZ  
MAYOR

November 18, 1997

Ms. Iris Burnham, President  
El Paso Education Initiative, Inc.  
7310 Bishop Flores  
El Paso, TX 79912

Dear Ms. Burnham:

Education is of vital importance to all of the citizens in El Paso. The City continues to focus its efforts in addressing this need through the endorsement of worthwhile programs such as yours.

The El Paso Education Initiative, Inc. has developed and offered meaningful educational services to this community for over eighteen years. We are delighted that you are applying for a charter to provide and create positive innovations in education. Your experience and dedication in education is indicative of the commitment you have in providing this community much needed emphasizes in education. Education is a priority in El Paso.

I, wholeheartedly, endorse the El Paso Education Initiative's efforts and wish you much success.

Sincerely,

Carlos M. Ramirez  
Mayor

j

APPLICATION

November 19, 1997

To whom it may concern:

I would be very pleased to serve on the Advisory board of the El Paso Education Initiative. My 17 years as a teacher have made me very aware of the importance of children receiving an appropriate education.

Iris Burnham has demonstrated the effectiveness as a school administrator and as a curriculum planner. An "Open Enrollment Charter School" under her leadership will succeed.

*Sincerely,*

*Rolando A. Salas*

October 30, 1997

Mrs. Iris Burnham  
El Paso Education Initiative Inc.  
7310 Bishop Flores  
El Paso, TX 79912

Dear Mrs. Burnham:

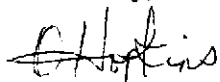
As a parent and community leader, I am very much aware of both your dedication to excellence and your strong commitment to improve the quality of education for all citizens in the city of El Paso, Texas. Over the years I have personally observed your organization grow not only in student enrollment, but also in the ability to remain flexible to accommodate individual schedules without compromising educational principal. My daughter, Natascha C. Hopkins, was fortunate to be a beneficiary of your hands-on approach to educational innovation. Natascha is currently a student at Texas Woman's University, Denton, TX, majoring in Occupational Therapy. Her success is greatly attributable to the foundational skills she acquired at your school.

Your willingness to expand and reach out to the masses by converting the philosophy of the School for Educational Enrichment into a Charter School is commendable as well as progressive. The ability to offer more innovative concepts to teaching a larger cross-section of our youth is a milestone other professionals should seek to emulate.

In support of your request to have your school chartered in accordance with provisions of the State Board of Education a copy of my biography is enclosed for distribution.

The favorable endorsement of your request has my enthusiastic support.

Sincerely,



Otis Hopkins  
President,  
Black El Paso Democrats  
915-771-5289

November 10, 1997

Mrs. Iris Burnham, President  
El Paso Educational Initiative, Inc.  
7310 Bishop Flores  
El Paso, Texas 7912

Dear Mrs. Burnham:

I thoroughly endorse your efforts to obtain from the State Board of Education the permit authorizing the creation of El Paso's first Open Enrollment Charter School.

We have known each other for many years, first in doctor-patient roles, then as friends in Rotary, but most importantly since my [REDACTED] has attended your Schools for Educational Enrichment. [REDACTED] progress has been impressive and very gratifying.

Please use me as reference or in any other way I can help.

Sincerely,



[REDACTED]






November 11, 1997

To whom it may concern:

The basic education of El Paso's children must be our number one priority. As the   
 I know what is lacking as well as the potential of our students.

El Paso needs an "Open Enrollment Charter School" under the direction of Iris Burnham. For nearly two decades he has devoted her talent to raising the education level of school age students and adults.

My own  benefited from the services of Mrs. Burnham's school and I appreciate her skill and commitment. Her school's approach of individualized teaching to meet each child's needs works now and will make her charter school successful.

I urge you to consider her application.

Sincerely,



El Paso, Texas  
79968-0545  
(915) 747-5241  
FAX: (915) 747-5147



Planned Parenthood  
Center of El Paso

APPLICATION

October 22, 1997

Ms. Iris Burnham, President  
El Paso Education Initiative, Inc.  
7310 Bishop Flores  
El Paso, Texas 79912

Dear Ms. Burnham:

It is with pleasure that I write this letter of endorsement for your efforts to establish El Paso's first **Open Enrollment Charter School**. For the past eighteen years, you have been a dynamic force in developing and offering meaningful educational resources and services to the residents of El Paso. Since you established the School for Educational Enrichment in 1979, thousands of students have benefited from educational opportunities where none existed before. Your foresight into the educational needs of our distinctive border community and your perseverance in bringing to fruition alternative educational opportunities deserves commendation.

Let me express my personal support for this latest effort which, if approved, will provide the El Paso community with a unique environment that will teach sound learning practices and emphasize the development of positive interpersonal and social skills. I am deeply committed to alternative educational modalities that will enhance the learning opportunities for our youth. I would be willing to sit in an advisory capacity for this project should you desire my assistance. An **Open Enrollment Charter School** would be a significant asset to the El Paso community.

As part of this letter of endorsement I am enclosing my resume which will highlight my professional experience and my community involvement. I wish you the best of luck in this very important endeavor.

Sincerely,

Betty Hoover, LMSW  
Executive Director

*We are Combined Federal Campaign/United Way Agency*

November 12, 1997

To Whom It May Concern:

In the interest of providing the best education possible for our youth, I am writing to support the El Paso Education Initiative's efforts to secure the designation of El Paso's first Open Enrollment Charter School for the School for Educational Enrichment (SEE).

Under the capable direction of Iris Burnham, SEE has provided thousands of local students with both the opportunity and the means to succeed. SEE has set a standard for education by teaching and implementing sound learning practices in an environment that emphasizes the development of positive inter-personal and social skills.

As a television news reporter who covered both regular and special education issues for six years, and as the parent of [REDACTED], I have had ample opportunity to witness the role of SEE in providing a viable and encouraging alternative to public schools. While public schools were clinging to the barriers which often guarantee failure and discourage both students and their families, SEE was throwing open its doors with success as the achievable goal for every student.

If I can provide further information or support for this effort, do not hesitate to contact me.

Best regards,

[REDACTED]

**Montwood National Bank**

P.O. Box 26337  
El Paso, TX 79926-6337  
Tel. (915) 779-4800  
Fax (915) 779-4949

EAST  
2110 Yarbrough  
El Paso, TX 79925

TOWER  
6044 Gateway East  
El Paso, TX 79905

VALLEY  
7744 North Loop  
El Paso, TX 79915

WEST  
251 Shadow Mountain  
El Paso, TX 79912

November 10, 1997

To whom it may concern:

I am writing in support of an Open Enrollment Charter School under the leadership of the El Paso Education Initiative. Heading up this movement is Iris Burnham of the School for Educational Enrichment.

As a civic leader and business person I am interested in efforts to improve educational opportunities for all El Paso children. Mrs. Burnham has demonstrated that by designing programs to meet the individual needs of any student that individual will succeed.

I can attest that her academic and management skills are superior and that her own school is a leader in education in El Paso.

Sincerely

Leonard Lidiak

# EL PASO THERAPEUTIC COUNSELING SERVICES, INC.

4849 North Mesa, Suite 310, Surety Savings Building  
El Paso, Texas 79912 (915) 533-5200

APPLICATION

**Sydney Dictor, ACSW, CSW-ACP**

CLINICAL SOCIAL WORK

Lynn F. Baumgartner, M.D.

PSYCHIATRIC MEDICAL DIRECTOR

*In Retirement*

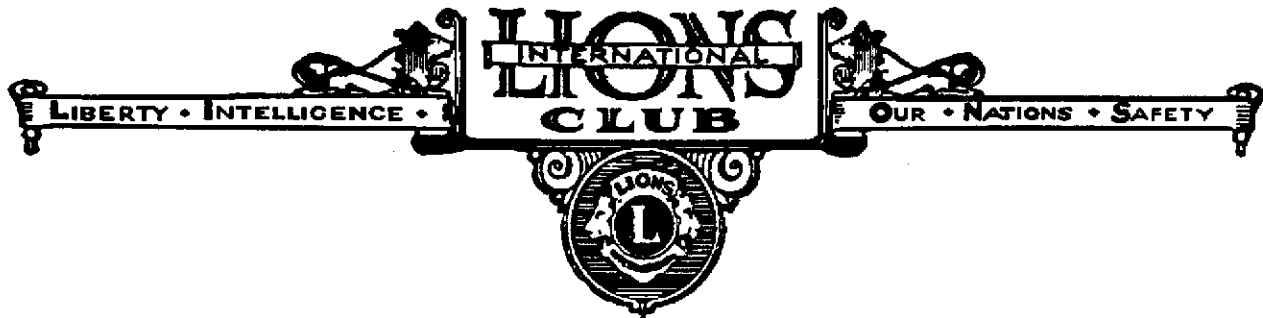
*Oct 28, '97*

Dear Iris:

The idea of an "Open Enrollment Charter School" sounds great! Our young people can certainly use more creative environments for learning.

You may know that, historically, I've been in agency and Private Practice for more than 40 yrs, counseling families and children. I consider this concept of Open Enrollment Charter School exciting; and I encourage you, in the excellence of your work, to open such a facility in this community.

Sincerely  
Mr Sydney Dictor



P.O. Box 971366  
El Paso, Texas 79997-1366

November 14, 1997

To Whom It May Concern:

It is with pleasure that I endorse the awarding of an "Open Enrollment Charter School" to the El Paso Educational Initiative. As President of the Downtown Lions Club I have the opportunity to work with and for children. Their education is a priority for our community.

We must find creative new means of training today's students for tomorrow's challenges. Iris Burnham is the most qualified person I know to accomplish the mission of a Charter School. Through school for Educational Enrichment, students of all ages have been given the tools needed to go into higher education and on to meaningful careers.

As a civic leader and businessman, I urge you to consider Mrs. Burnham's application.

As a University student who had the good fortune of having Mrs. Burnham as a professor, I have first-hand experience of her commitment to quality education.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Tom'.

Thomas L. Heinlein

**PROVIDENCE MEMORIAL HOSPITAL**

2001 N. Oregon, El Paso, Texas 79902 915/577-6650  
Department of Spiritual Care  
The Rev. Taft Lyon, Assistant Director



To whom it may concern:

It is my distinct pleasure to commend to you Ms Iris Burnham and to support her initiative to develop El Paso's first **Open Enrollment Charter School**. I am familiar with the success of such schools in other cities and strongly emphasize the need for such a school in El Paso.

I have worked with Ms Burnham in various community programs for more than Twenty years and have found her to be seriously devoted to all aspects of the needs of children and most creative in developing ways and means to meet those needs. She is creative, committed, open and insightful. It is my opinion that she will be the perfect person to develop this school for El Paso. She will adhere to and fulfill the Mission Statement she has submitted to you.

After over forty years as a Presbyterian Pastor (twenty one years at Manhattan Presbyterian Church, El Paso)

I have recently accepted a position in the Spiritual Care Department with the Tenet owned Sierra Providence Network of three El Paso Hospitals. However, this is my personal endorsement and does not in any manner imply the endorsement of Tenet.

I have also served in many different roles and committees during my time in El Paso. For ten years I was on the Board of our local Mental Health Mental Retardation Center (nine years as the Chair). For five years I served on the Board of the Area Agency on Aging, and for four years on the Convention and Visitor's Bureau Board. I am conversant with many aspects of our community's needs, and there is none more pressing than in education.

I truly hope that you will see fit to give this Charter to Ms Burnham and her organization. Thank you for your consideration.

Cordially yours,



Taft Lyon



APPLICATION

**JUDGE**  
**MAX HIGGS**  
EL PASO COUNTY PROBATE  
12TH FLOOR  
EL PASO COUNTY COURTHOUSE  
EL PASO, TEXAS 79901  
915 / 546-2161

November 3, 1997

President Iris Burnham  
El Paso Education Initiative, Inc.  
7310 Bishop Flores  
El Paso, TX 79912

Dear Iris:

I have read your letter received in this office on October 22, 1997 requesting my support for a charter school. I am very much in favor of innovations which improve opportunities for children in our state and I believe that recognizing that not all children learn in the same way and at the same time is an important step in that direction. I also recognize that you have through the SEE school have made very significant contributions to the educational environment of our community. I truly believe we can develop an approach to charter schools which will ultimately be good for public schools if we are thoughtful and diligent in our approach. I believe that competition can benefit the market and the competitors.

Unfortunately, the Texas Code of Judicial Conduct prevents my being able to assist you in any public way. This is not the first worthy cause which I have regrettably been unable to help. Of course, I do wish you success in your efforts.

Very truly,

A handwritten signature in cursive script that reads "Max".

Max Higgs



APPLICATION

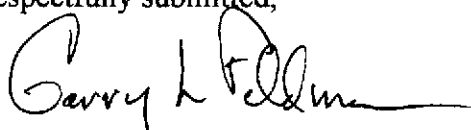
December 2, 1997

TO WHOM IT MAY CONCERN:

It is my pleasure to write in support of The El Paso Education Initiative, Inc. I believe the time is right for El Paso's first open enrollment charter school. As the 17<sup>th</sup> largest city in the United States, El Paso is certainly overdue for such a charter school and is fully deserving of the support of TEA for such a significant undertaking.

I am similarly wholly certain that Mrs. Iris Burnham is the correct person to provide this service. Throughout the past 14 years of my work as a psychologist in El Paso, it has become increasingly apparent to me that Mrs. Burnham has the proper ability, credentials, commitment and enthusiasm to shepherd this most important project.

Respectfully submitted,



Garry L. Feldman, Ph.D.  
Licensed Psychologist

GLF/bd

APPLICATION

**WILLIAM E. MOODY**  
DISTRICT JUDGE  
500 E. SAN ANTONIO, SUITE 905  
EL PASO, TEXAS 79901  
(915) 546-2101

34TH JUDICIAL DISTRICT OF TEXAS  
EL PASO COUNTY

PAM JEWKES - COURT ADMINISTRATOR  
LAURA AKERS - OFFICIAL COURT REPORTER  
SAM ESTORGA - COURT BAILIFF

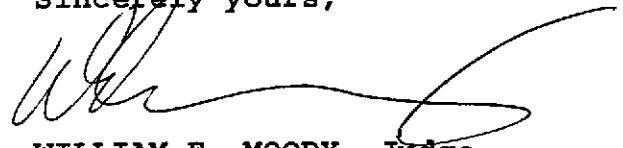
November 19, 1997

State Broad of Education

Dear Members:

I have known Ms. Iris Burnham for many years. She is a gifted and warm person. Her cares and concerns for all people, especially children, are well known of in the El Paso community. She is very innovative with projects she has developed. Ms. Burnham would be an outstanding director for any Open Enrollment Charter School. I most strongly endorse Ms. Burnham's application for a State Charter for the El Paso Educational Initiative.

Sincerely yours,



WILLIAM E. MOODY, Judge  
34th District Court

WEM:pj

**Attachment III**

**Petitions**

In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 9 pages have been withheld. A sample page of the withheld documents follows this notice.

For more information or to request a copy of these pages, please contact:

Texas Education Agency  
Division of Charter Schools  
1701 N Congress Ave  
Austin, TX 78701  
512-463-9575 phone  
512-463-9732 fax

~ PETITION ~

APPLICATION

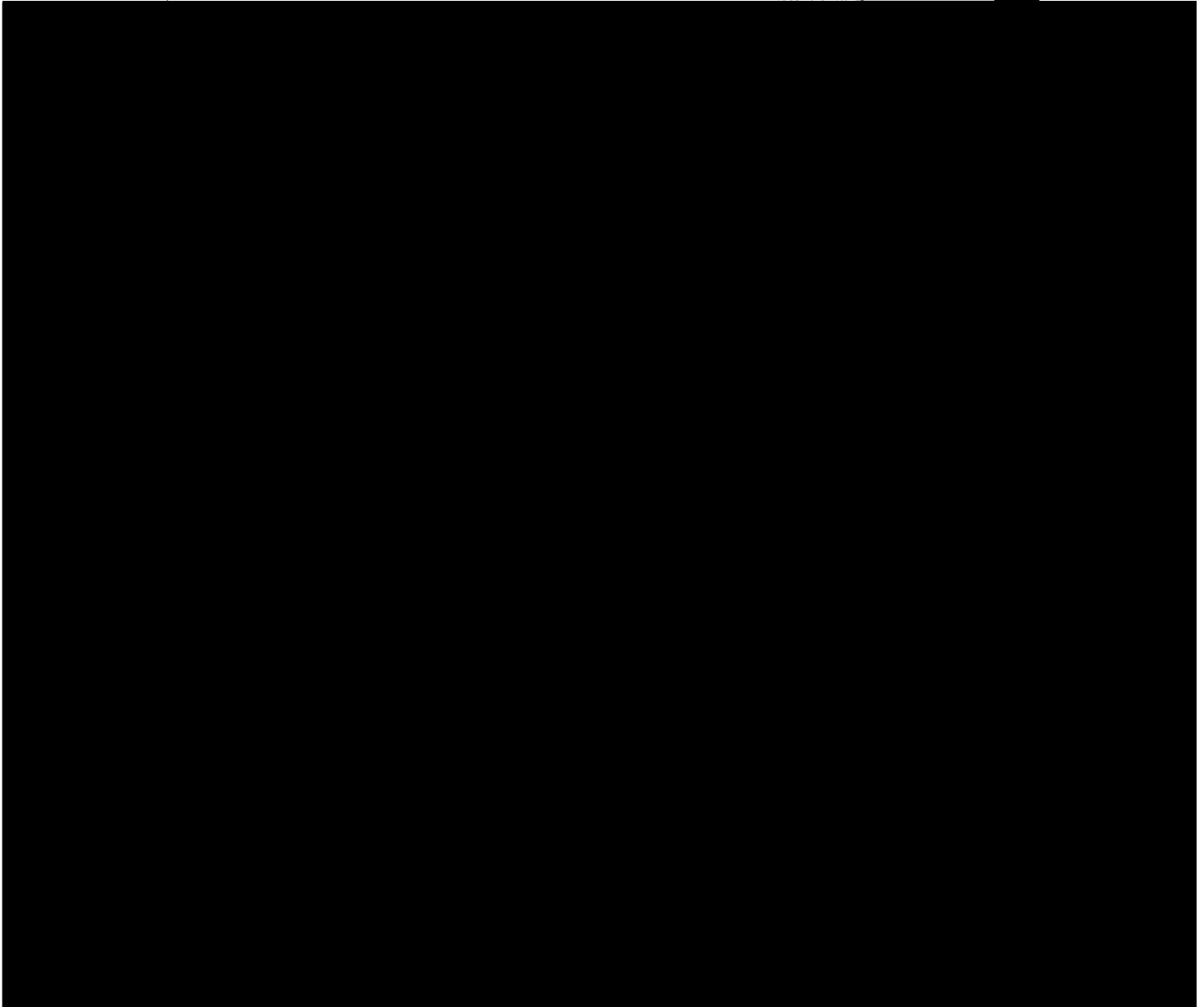
We, the undersigned Parents or Guardians of School Age Children, **do** support the application for an "open enrollment charter school" as proposed by Iris B. Burnham of El Paso, Texas

We, further request that the Texas State Board of Education approve the application presented by Iris B. Burnham and endorse the concepts prescribed by this educator.

NAME

ADDRESS/ZIP

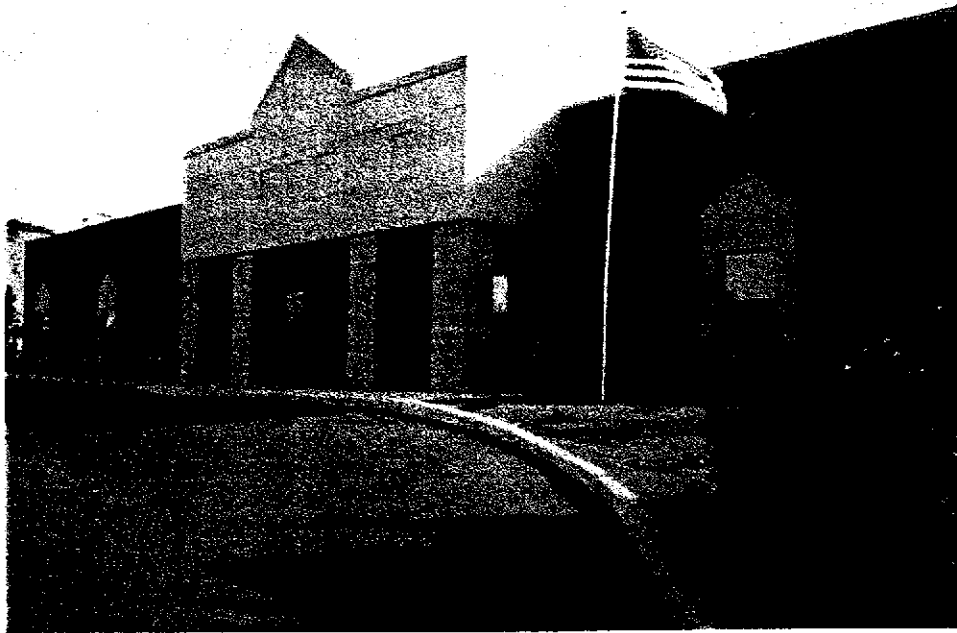
PHONE



**Burnham Wood Charter School Application**

**Submitted By:**

**El Paso Education Initiative, Inc.**



**Burnham Wood West  
7310 Bishop Flores  
El Paso, Texas 79912  
(915) 584-9499**

**Burnham Wood East  
10432 Brian Mooney  
El Paso, Texas 79932  
(915) 594-3387**

Texas Education Agency Review  
Of  
Applications for Approval of Open-Enrollment Charter Schools

Name of Proposed Charter School:  
Burnham Wood Charter School

Checklist of requirements:

- Four copies of application       <sup>at least 1</sup> Four original signatures on Assurances
- Evidence of parental/community support
- Evidence of facility agreement       IRS application

Programmatic Review:

Addresses TEKS & TAAS OK

All State Graduation Requirements Met

Core Knowledge

[Signature]

Reviewer/date

Legal Review:

- ① Boundary not specific enough
- ② Facilities: site #1 agreement but no price - "fair market value"  
#2 - letter of intent - no agreement
- ③ Clarify that will not discriminate CM 2-12-98  
on the basis of academic ability  
or disability Reviewer/date

Financial Review:

Function 31 (Guidance and Counseling)  
Appears to be too low. Function 41  
(General Administration) appears to be  
too low.

Reviewer/date

10

7

12

Texas Education Agency Review  
Of  
Applications for Approval of Open-Enrollment Charter Schools

Name of Proposed Charter School:

Burnham Wood Charter School

Checklist of requirements:

- Four copies of application       <sup>at least 1</sup> Four original signatures on Assurances
- Evidence of parental/community support
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Addresses TEKS & TAAS OK

All State Graduation Requirements Met

Core Knowledge

[Signature]

Reviewer/date

Legal Review:

- ① Boundary not specific enough
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#2 - letter of intent - no agreement
- ③ Clarify that will not discriminate CM 2-12-98  
on the basis of academic ability  
or disability

Reviewer/date

Financial Review:

Function 31 (Guidance and Counseling)  
Appears to be too low. Function 41  
(General Administration) appears to be  
too low.

Reviewer/date





## TEXAS EDUCATION AGENCY

1701 NORTH CONGRESS AVENUE \* AUSTIN, TEXAS 78701-1494 \* 512/463-9734 \* FAX: 512/463-9838

MIKE MOSES  
COMMISSIONER OF EDUCATION

## URGENT MEMO

TO: *Iris Bunham* DATE: February 17, 1998  
*Bunham Wood Charter School*

FROM: Brooks Flemister *(BF)*  
Senior Director

After review of the open-enrollment charter school application submitted by your organization, staff at the Texas Education Agency has determined that your application is incomplete or proposes a policy or practice that is inconsistent with State or Federal laws. **Your application is not eligible for consideration by the State Board of Education until the following items (indicated by a check mark) are supplied to the Agency. Except as provided below, the items must be addressed in writing and submitted to the Agency no later than 5:00 p.m., Tuesday, February 24, 1998.** The items, other than those requiring an original signature, may be faxed to the attention of Brooks Flemister at (512) 463-9732. Items requiring an original signature may be delivered to the above address. Applicants who have not yet submitted a signed lease agreement, as described below, or evidence of ownership of a facility may submit such agreement or evidence no later than 5:00 p.m., Friday, February 27, 1998.

Please supply the following:

\_\_\_\_\_ Assurance that the proposed charter school will provide a curriculum designed to address the requirements of Section 28.002, including Texas Essential Knowledge and Skills.

\_\_\_\_\_ Assurance that the applicant has the ability to compile baseline performance data for students served by the proposed open-enrollment charter school on the assessment instruments adopted under Chapter 39, Subchapter B, including the Texas Assessment of Academic Skills.

\_\_\_\_\_ Evidence that the sponsoring entity of the proposed charter is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code or has applied for such status. Note that the sponsoring entity must itself be tax exempt or have applied for such status. It is not sufficient that the sponsoring entity belongs to or be associated with a tax-exempt organization.

\_\_\_\_\_ A copy of the last tax return filed by the sponsoring entity.

\_\_\_\_\_ A list of the board members of the sponsoring organization. The list must identify the officers of the sponsoring organization.

Evidence that a facility has been secured for use by the proposed charter school. If the school will be housed in a leased facility, the applicant must supply a copy of a lease agreement signed by the owner of the facility, the president or chair of the governing body of the proposed open-enrollment charter school (if members of the governing body have been identified), and the chief operating officer of the proposed charter. Note that the agreement may be structured as an option to lease the facility upon award of a charter. Any agreement provided must, however, be enforceable. It must contain all essential terms of a lease agreement, including the location of the property, the rental amount, and the term of the lease (i.e., number of months or years.) If the charter school will be housed in a building owned by the sponsoring entity, the applicant must provide an enforceable agreement between the owner and the chief operating officer of the proposed charter providing for use of the facility by the school.

\_\_\_\_\_ Evidence of parent/community support.

\_\_\_\_\_ Four complete copies of the Assurances provided in the application packet, each with an original signature.

A description of the geographical area to be served. Note that this description must be specific and definite. For example, descriptions such as "the southwest portion of the city," or the "greater metropolitan area" are insufficient. Acceptable descriptions include those defining the area in terms of city or county limits, street names, boundaries of school districts, or zip codes.

\_\_\_\_\_ Clarification that the proposed charter school will admit and fully serve eligible students with disabilities or handicapping conditions. This clarification must include an assurance that the charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. This clarification must also include an assurance that certified teaching personnel would be employed when required by law.

Clarification that the admission policy of the proposed charter school will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code.

CHARTER  
CONTINGENCIES

\_\_\_ Clarification that the policies of the proposed charter school will not provide for segregation or discrimination on the basis of sex except where required or allowed by federal law. (Title IX applies to open-enrollment charters)

\_\_\_ Assurance that the admission policy of the proposed charter will not condition admission into the charter school on the promise of a student or parent that the student will meet certain attendance requirements.

\_\_\_ Assurance that the admission policy of the proposed charter school will not favor students currently attending a predecessor or affiliated school. In other words, once a school or organization receives an open-enrollment charter, it may not give preference to students affiliated with the school or organization prior to the grant of the charter. A charter school may in its second year, however, give enrollment priority to students and siblings of students who attended the school in its first year of operation as a charter school.

\_\_\_ Assurance that the proposed charter school will not withhold student records in violation of state or federal law.

\_\_\_ Assurance that the proposed charter school will not charge tuition or impermissible fees, including fees charged as penalties for the failure of a student or parent to comply with the school's requirements.

\_\_\_ Assurance none of the members of the governing body, personnel, or students of the proposed charter school will be required to subscribe to particular religious beliefs or belong to a particular church or denomination.

\_\_\_ Clarification that the applicant assures compliance with the Texas Open Meetings Act and the Texas Public Information Act. Note that in some instances the applicant will be required to delete or revise statements in the application that are inconsistent with these acts.

\_\_\_ Clarification that students will be provided due process prior to expulsion.

\_\_\_ Completed application form (provided by TEA in application packet).

\_\_\_ Assurance that the governing body of the sponsoring entity will retain authority to ensure that the policies and operation of the school comply with all applicable laws and requirements of the charter contract.

CHARTER CONTINGENCIES

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

*Burkman*

TRANSMISSION OK

TX/RX NO	0577	
CONNECTION TEL		919155858814
SUBADDRESS		
CONNECTION ID		
ST. TIME	02/18 15:57	
USAGE T	03'37	
PGS.	4	
RESULT	OK	

**TEA/FAX TRANSMITTAL FORM**

**CHARTER SCHOOLS**

**TEXAS EDUCATION AGENCY  
DEPARTMENT OF SCHOOL/COMMUNITY SUPPORT  
1701 NORTH CONGRESS AVENUE  
AUSTIN, TEXAS 78701-1494  
Phone: (512) 463-9575  
Fax: (512) 463-9732**

**DATE:** February 18, 1998

**TO:** Charter School Applicant

**FAX NUMBER:** 915 585 8814

**FROM:** Brooks Flemister

**Total Number of Pages Including Cover Page: 4**

**If there are problems with this fax, please call Glenda Lackey at (512) 463-9575.**

TEA/FAX TRANSMITTAL FORM

CHARTER SCHOOLS

TEXAS EDUCATION AGENCY  
DEPARTMENT OF SCHOOL/COMMUNITY SUPPORT  
1701 NORTH CONGRESS AVENUE  
AUSTIN, TEXAS 78701-1494  
Phone: (512) 463-9575  
Fax: (512) 463-9732

DATE: February 18, 1998

TO: Charter School Applicant

FAX NUMBER: 915 585 8814

FROM: Brooks Flemister

Total Number of Pages Including Cover Page: 4

If there are problems with this fax, please call Glenda Lackey at (512) 463-9575.

COMMENTS: URGENT MEMO

**Burnham Wood Charter School**  
 7310 Bishop Flores  
 El Paso, TX 79912  
 (915) 584-9499 Fax (915) 585-8814

CHARTER  
 CONTINGENCIES  
*Boundaries*  
*still unclear*  
 ✓  
 OK

**FAX TRANSMISSION**

DATE: February 20, 1998  
 TO: Brooks Flemister  
 Senior Director  
 Texas Education Agency  
 FAX NUMBER: 512-463-9732  
 FROM: Iris Burnham  
 Director

*Iris Burnham*

*Spoke by phone  
 2/26 will  
 clarify boundaries*

The following two documents address two items that you requested in your urgent memo of February 17, 1998.

Please call on Monday to confirm receipt of this information. Thank you.

Total Number of Pages Including Cover Page: 3

If there are problems with this fax, please call Araceli Juarez at (915) 584-9499.

**Addendum to****6. GEOGRAPHIC AREA TO BE SERVED**

Burnham Wood Charter Schools will serve students in the city of El Paso, Texas including areas in El Paso County, Texas that include the following districts. The following districts include students in EPISD, YISD, SISD, and CISD which are listed below.

<u>District</u>	<u>Student Population</u>
El Paso Independent School District	63,994
Ysleta Independent School District	47,569
Socorro Independent School District	21,235
Canutillo Independent School District	4,497
Total	137,295

Students living at the Fort Bliss and Logan Heights Military Installations are included.

First five years proposed enrollment is 1500, which is .01% of total school population.

Maximum ten years proposed enrollment is 6000, which is .04% of total school population.\*

\*Based on current District enrollment figures.

**CHARTER  
CONTINGENCIES****ADDENDUM to #7 Enrollment criteria****Admission Policy:**

Burnham Wood Charter School will not discriminate in its admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with Texas Education Code.



RECEIVED

FEB 27 1998

CHARTER SCHOOLS

CHARTER  
CONTINGENCIES

*OK*

***El Paso Education Initiative, Inc.***

7310 Bishop Flores El Paso, Texas 79912

Tel: (915) 584-9499 Fax: (915)585-8814

February 26, 1998

Mr. Brooks Flemister  
Texas Education Agency  
1701 North Congress Avenue  
Room 6-124  
Austin, Texas 78701

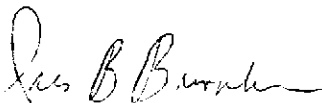
RE: Burnham Wood Charter School

Dear Mr. Flemister:

Here are the remaining documents that you requested in your urgent fax of February 17, 1998. The documents include two leases and addendum of geographic area to be served.

If you have any further questions, please contact me. Thank you.

Sincerely,



Iris B. Burnham  
Chief Operating Officer

FEB 27 1998

## Addendum to

## 6. GEOGRAPHIC AREA TO BE SERVED CHARTER SCHOOLS

Burnham Wood Charter Schools will serve students residing in the following school districts:

<u>District</u>	<u>Student Population</u>
El Paso Independent School District	63,994
Ysleta Independent School District	47,569
Socorro Independent School District	21,235
Canutillo Independent School District	<u>4,497</u>
Total	137,295

Students living at the Fort Bliss and Logan Heights Military Installations are included.

First five years proposed enrollment is 1500, which is .01% of total school population.

Maximum ten years proposed enrollment is 6000, which is .04% of total school population.\*

\*Based on current District enrollment figures.

CONTINGENCIES  
RECEIVED

FEB 27 1998

CHARTER SCHOOLS

LEASE

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

THIS LEASE by and between Howard and Iris Burnham hereinafter known as LESSOR and El Paso Educational Initiative, Inc., Iris Burnham, Chief Operating Officer, hereinafter known as LESSEE:

THAT LESSOR, for and in consideration of the rents to be paid by Lessee to Lessor, and the covenants and conditions hereinafter set forth does hereby lease and set over to Lessee 5,500 square feet of classroom space, more or less, within the premises at 7310 Bishop Flores, as more particularly shown in the floor plan attached hereto as Appendix A, in the City and County of El Paso, Texas, for all purposes upon the following terms, covenants, and conditions to-wit:

1.     **TERM:** For the term of one year beginning of the 1st day of August, 1998 to be continuously occupied and used during the term of this lease by Lessee for any lawful purpose relating to the El Paso Educational Initiative, Inc. This lease shall be for Burnham Wood Charter School.
  
2.     **BASE RENT:** The base rent for the lease year to be paid by Tenant unto said Landlord at its office as designated from time to time by Landlord, shall be \$6,645.00 per calendar month, for a total of \$79,740.00. The \$6,645.00 shall be due on or before the 1st day of each month.
  
3.     **REPAIRS:** Lessor shall not be obligated to make any alterations or improvements. Lessee agrees to keep the interior area of the premises in good condition, including fixtures and additions, at Lessee's expense except for damage by fire and ordinary wear and tear. Lessee shall make all repairs, at its expense, if the damage was through Lessee's or Lessee's invitees negligence. The Lessee agrees to keep said premises in a clean and wholesome condition and to comply with any laws or ordinances relating to the use thereof. Lessee further agrees not to do anything in or on said premises which would increase the insurance rates thereon, and that the premises shall not be left unoccupied for more than 30 consecutive days without the written consent of the Lessor. Lessor reserves the right to inspect the premises at any reasonable time. Alterations or changes in the premises shall be made by Lessee at Lessee's expense but fixtures or personal property permanently attached to the real property shall remain on the premises and be deemed the property of Lessor at the end or sooner termination of this lease of said additions be attached to the premises in a permanent manner, but if said additions may be removed without damage to the premises and are not permanently affixed thereof Lessee, not being otherwise in default hereunder, may remove the same.

RECEIVED  
CONTINGENCIES  
FEB 27 1998

CHARTER SCHOOLS

4. MAINTENANCE AND UTILITIES: Lessor agrees to furnish lighting, heating, and air conditioning in said premises and further agrees to provide ordinary janitor service for the cleaning of the building. It is expressly agreed that Lessor shall not be liable to Lessee or any other person for any property which may be lost, stolen or damaged by any of said employees or agents or by reason of any of their acts of omissions. Lessor shall not be responsible to Lessee or any other person for any temporary interruptions in the utilities or services to be furnished by Lessor hereunder which are beyond the reasonable control of Lessor. Lessee shall furnish any additional telephone service. Lessor shall keep common areas of the building of which said premises are a part in good condition and repair, damage by fire and ordinary wear and tear excepted. Lessee agrees not to cause or permit any nuisance on the premises. Lessee has the right to use any parking spaces in the common parking area.

5. COMMON AREAS: With regard to common areas of the building of which said premises area party Lessor will establish policies from time to time regarding ingress and egress thereto and therefrom during hours the day and the security thereof which shall be made known to Lessee and which shall be reasonable and arranged to provide all tenants of the building with the greatest convenience of use consistent with reasonable security of the building. Lessee at the end or sooner termination of the lease shall return to Lessor all keys to the premises or building and shall immediately report to Lessor any loss thereof during this lease.

6. FIRE: In event the premises, or the building, be damaged by fire to an extent greater than one third thereof, either Lessor or Lessee may elect to cancel this lease but otherwise Lessor shall repair the same with reasonable promptness, but in event said damage be less than one third thereof Lessor shall repair the damage likewise with reasonable promptness provided that during any time in which Lessee is deprived of the use of any portion of the premises or a common area necessary to him, a reasonable pre-rated reduction in rent shall be made for such period. Lessor shall not be liable for damage by fire or the repair thereof to Lessee or any other person.

7. GLASS: Any glass in the structure of the premises shall be replaced if necessary by Lessor unless broken by Lessee or his invitees in which event Lessee shall replace the same.

8. DEFAULT: Lessee agrees not to sublet or assign the whole or any part of said premises or this lease without the prior written consent of Lessor. In event Lessee should breach any covenant in this lease and fail to cure the same within three days after notice to him of said breach by Lessor, or fail to commence to cure the same within said time and promptly remedy said breach, or in event Lessee be in default in the payment of rent due hereunder, or in event Lessee should file or have filed against him any proceedings in bankruptcy, or in event any other person should acquire possession of all or any part of said premises by proceedings in bankruptcy or by operation of law in any manner, then and in any such event Lessor may re-enter said premises and remove all persons and

CHARTER SCHOOLS

property therefrom and Lessor may either declare this lease canceled and terminated without demand or notice to Lessee or, Lessor, at his option, may elect to re-rent the premises for such rental as he may with reasonable diligence be able to secure and should such rent be less than agreed to be paid by Lessee hereunder Lessee shall reimburse Lessor for the difference therein which Lessee shall pay to Lessor monthly in the same manner as rent hereunder together with Lessor's actual expenses in a re-renting said premises with expenses shall be paid to Lessor with the first payment by Lessee. All Lessor's remedies hereunder are cumulative to each other and to any other remedies Lessor has by law, and in any action or proceeding which Lessor may initiate to protect his right under this lease or to secure possession of the premises Lessee agrees to pay costs thereof and reasonable attorneys fees. In event on termination of this lease for any reason it becomes reasonably necessary for Lessor to remove property of Lessee from said premises, it is agreed that Lessor may do so and Lessor may store said property in any reasonable place at Lessee's expense and shall not be responsible for any loss or damage to said property.

9. INDEMNITY: Lessee shall carry in force liability insurance insuring against personal injury and property damage in said premises in an amount of not less than \$100,000.00 for each personal injury and \$100,000.00 property damage insuring Lessee and Lessor as their interests may appear. It is further agreed in any event that Lessee shall not be liable to Lessor, and that Lessee shall save Lessor harmless from, any claim, demands, or action at law or otherwise which may be brought against Lessor arising out of any personal injury, death, or property damage due to the negligence of the Lessee.

10. SIGNS: Lessor may, from time to time, establish policies relating to signs and advertising on or about the premises which shall be reasonable and reasonably related to the neat and proper appearance of the building of which the premises are a part and which Lessee agrees to observe.

11. TAXES: Lessor shall be liable for all property taxes on the building.

12. HOLDING OVER: In the event Lessee remains in possession of the property at the termination of this lease and without the execution of a new lease, Lessee shall be deemed a tenant from month to month at a rental of \$6,645.00 subject to all the terms of this lease applicable to a month to month tenancy. Lessee shall have a one year option at \$6,645.00 per month for the same designated space.

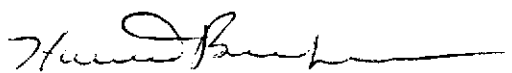
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CONTINGENCIES


14. CONTINGENCY: This lease is contingent upon the El Paso Educational Initiative, Inc., receiving the charter from the Texas Education Agency.

15. SUBLET: Lessee does not have the right to sublet such space as it does not occupy.

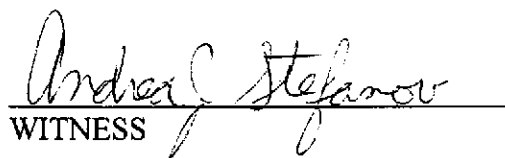
IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SIGNED AND SUBSCRIBED THEIR NAMES ON THIS 26 DAY OF February, 1998.



HOWARD BURNHAM  
LESSOR/OWNER



IRIS B. BURNHAM  
CHIEF OPERATING OFFICER  
EL PASO EDUCATION INITIATIVE, INC.



WITNESS

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CHARTER SCHOOLS

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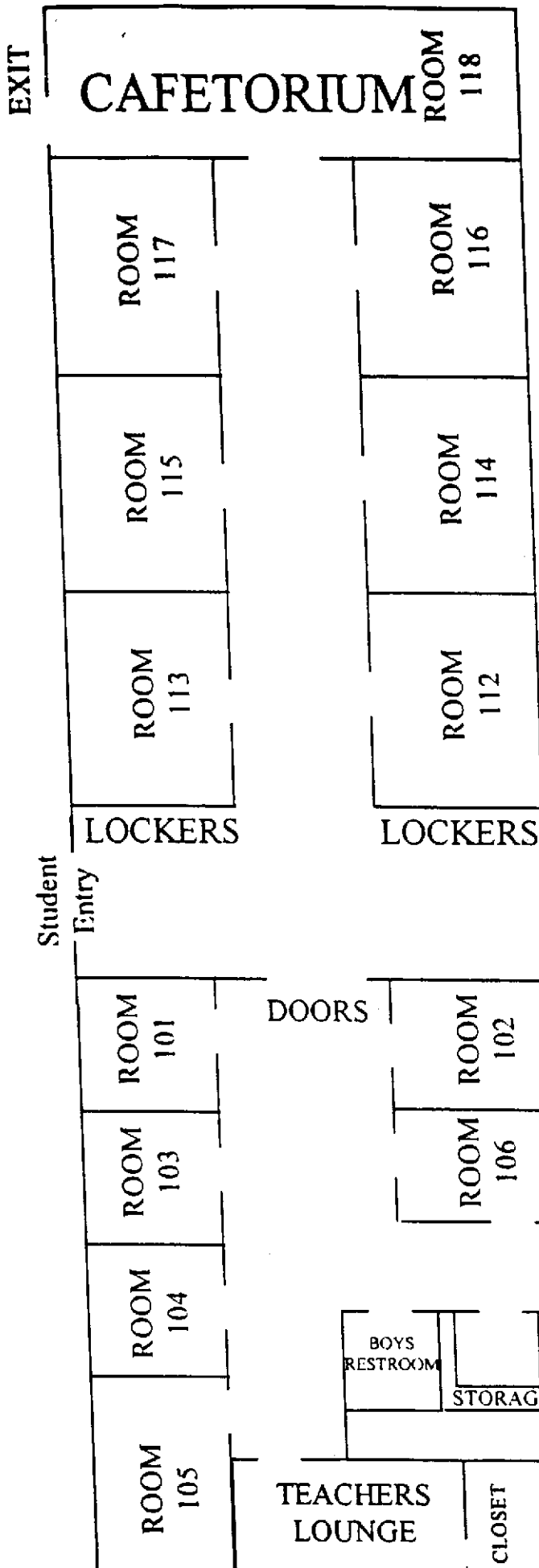
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CHARTER SCHOOLS

# Burnham Wood Charter School - Westside

## 7310 Bishop Flores

Six classrooms, as designated by Lessor after initial enrollment is determined, plus all offices, and students to share cafetorium and other common areas as needed.



EXIT

EXIT

Staff  
Entry

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CHARTER SCHOOLS

CONTINGENCIES

LEASE

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF EL PASO    )

THIS LEASE by and between Howard and Iris Burnham hereinafter known as LESSOR and El Paso Educational Initiative, Inc., Iris Burnham, Chief Operating Officer, hereinafter known as LESSEE:

THAT LESSOR, for and in consideration of the rents to be paid by Lessee to Lessor, and the covenants and conditions hereinafter set forth does hereby lease and set over to Lessee 2,500 square feet of classroom space, more or less, within the premises at 10432 Brian Mooney, as more particularly shown in the floor plan attached hereto as Appendix A, in the City and County of El Paso, Texas, for all purposes upon the following terms, covenants, and conditions to-wit:

1.    **TERM:** For the term of one year beginning of the 1st day of August, 1998 to be continuously occupied and used during the term of this lease by Lessee for any lawful purpose relating to the El Paso Educational Initiative, Inc. This lease shall be for Burnham Wood Charter School.
  
2.    **BASE RENT:** The base rent for the lease year to be paid by Tenant unto said Landlord at its office as designated from time to time by Landlord, shall be \$2,187.50 per calendar month, for a total of \$26,250.00. The \$2,187.50 shall be due on or before the 1st day of each month.
  
3.    **REPAIRS:** Lessor shall not be obligated to make any alterations or improvements. Lessee agrees to keep the interior area of the premises in good condition, including fixtures and additions, at Lessee's expense except for damage by fire and ordinary wear and tear. Lessee shall make all repairs, at its expense, if the damage was through Lessee's or Lessee's invitees negligence. The Lessee agrees to keep said premises in a clean and wholesome condition and to comply with any laws or ordinances relating to the use thereof. Lessee further agrees not to do anything in or on said premises which would increase the insurance rates thereon, and that the premises shall not be left unoccupied for more than 30 consecutive days without the written consent of the Lessor. Lessor reserves the right to inspect the premises at any reasonable time. Alterations or changes in the premises shall be made by Lessee at Lessee's expense but fixtures or personal property permanently attached to the real property shall remain on the premises and be deemed the property of Lessor at the end or sooner termination of this lease of said additions be attached to the premises in a permanent manner, but if said additions may be removed without damage to the premises and are not permanently affixed thereof Lessee, not being otherwise in default hereunder, may remove the same.



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CONTINGENCIES

CHARTER SCHOOLS

4. **MAINTENANCE AND UTILITIES:** Lessor agrees to furnish lighting, heating, and air conditioning in said premises and further agrees to provide ordinary janitor service for the cleaning of the building. It is expressly agreed that Lessor shall not be liable to Lessee or any other person for any property which may be lost, stolen or damaged by any of said employees or agents or by reason of any of their acts of omissions. Lessor shall not be responsible to Lessee or any other person for any temporary interruptions in the utilities or services to be furnished by Lessor hereunder which are beyond the reasonable control of Lessor. Lessee shall furnish any additional telephone service. Lessor shall keep common areas of the building of which said premises are a part in good condition and repair, damage by fire and ordinary wear and tear excepted. Lessee agrees not to cause or permit any nuisance on the premises. Lessee has the right to use any parking spaces in the common parking area.
5. **COMMON AREAS:** With regard to common areas of the building of which said premises area party Lessor will establish policies from time to time regarding ingress and egress thereto and therefrom during hours the day and the security thereof which shall be made known to Lessee and which shall be reasonable and arranged to provide all tenants of the building with the greatest convenience of use consistent with reasonable security of the building. Lessee at the end or sooner termination of the lease shall return to Lessor all keys to the premises or building and shall immediately report to Lessor any loss thereof during this lease.
6. **FIRE:** In event the premises, or the building, be damaged by fire to an extent greater than one third thereof, either Lessor or Lessee may elect to cancel this lease but otherwise Lessor shall repair the same with reasonable promptness, but in event said damage be less than one third thereof Lessor shall repair the damage likewise with reasonable promptness provided that during any time in which Lessee is deprived of the use of any portion of the premises or a common area necessary to him, a reasonable pre-rated reduction in rent shall be made for such period. Lessor shall not be liable for damage by fire or the repair thereof to Lessee or any other person.
7. **GLASS:** Any glass in the structure of the premises shall be replaced if necessary by Lessor unless broken by Lessee or his invitees in which event Lessee shall replace the same.
8. **DEFAULT:** Lessee agrees not to sublet or assign the whole or any part of said premises or this lease without the prior written consent of Lessor. In event Lessee should breach any covenant in this lease and fail to cure the same within three days after notice to him of said breach by Lessor, or fail to commence to cure the same within said time and promptly remedy said breach, or in event Lessee be in default in the payment of rent due hereunder, or in event Lessee should file or have filed against him any proceedings in bankruptcy, or in event any other person should acquire possession of all or any part of said premises by proceedings in bankruptcy or by operation of law in any manner, then and in any such event Lessor may re-enter said premises and remove all persons and

property therefrom and Lessor may either declare this lease canceled and terminated without demand or notice to Lessee or, Lessor, at his option, may elect to re-rent the premises for such rental as he may with reasonable diligence be able to secure and should such rent be less than agreed to be paid by Lessee hereunder Lessee shall reimburse Lessor for the difference therein which Lessee shall pay to Lessor monthly in the same manner as rent hereunder together with Lessor's actual expenses in a re-renting said premises with expenses shall be paid to Lessor with the first payment by Lessee. All Lessor's remedies hereunder are cumulative to each other and to any other remedies Lessor has by law, and in any action or proceeding which Lessor may initiate to protect his right under this lease or to secure possession of the premises Lessee agrees to pay costs thereof and reasonable attorneys fees. In event on termination of this lease for any reason it becomes reasonably necessary for Lessor to remove property of Lessee from said premises, it is agreed that Lessor may do so and Lessor may store said property in any reasonable place at Lessee's expense and shall not be responsible for any loss or damage to said property.

9. INDEMNITY: Lessee shall carry in force liability insurance insuring against personal injury and property damage in said premises in an amount of not less than \$100,000.00 for each personal injury and \$100,000.00 property damage insuring Lessee and Lessor as their interests may appear. It is further agreed in any event that Lessee shall not be liable to Lessor, and that Lessee shall save Lessor harmless from, any claim, demands, or action at law or otherwise which may be brought against Lessor arising out of any personal injury, death, or property damage due to the negligence of the Lessee.

10. SIGNS: Lessor may, from time to time, establish policies relating to signs and advertising on or about the premises which shall be reasonable and reasonably related to the neat and proper appearance of the building of which the premises are a part and which Lessee agrees to observe.

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CHARTER SCHOOLS

CONTINGENCIES

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Howard Burnham

HOWARD BURNHAM  
LESSOR/OWNER

Iris B. Burnham

IRIS B. BURNHAM  
CHIEF OPERATING OFFICER  
EL PASO EDUCATION INITIATIVE, INC.

Louisa Rodriguez  
WITNESS

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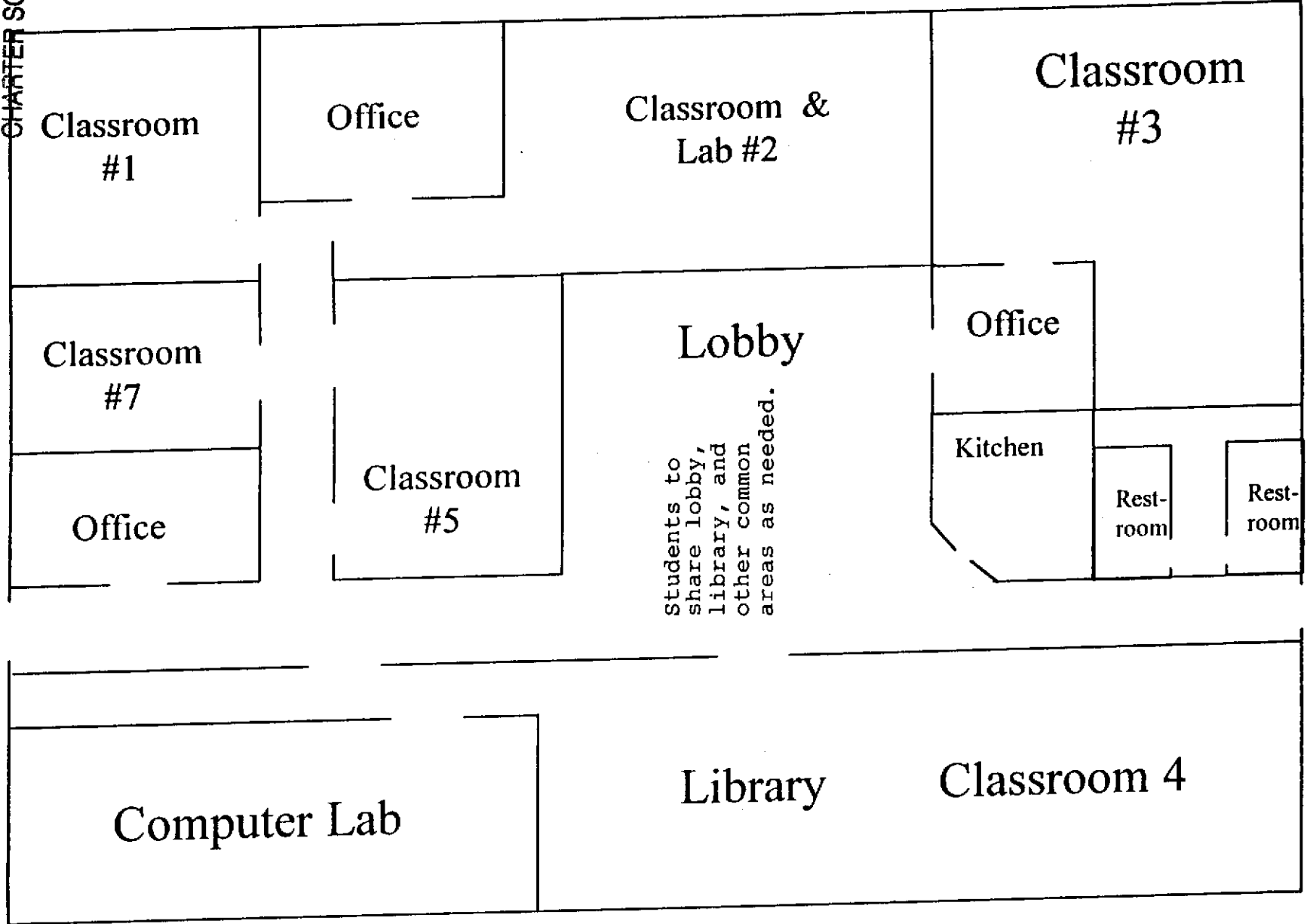
CHARTER SCHOOLS

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CONTINGENCIES  
FEB 27 1998

CHARTER SCHOOLS

# Burnham Wood Charter School - Eastside

APPENDIX A



10432 Brian Mooney