

Date of Receipt by TEA: _____	Date of Committee Review: _____
_____ Approved _____ Not Approved	Date of SBOE Review: _____
	Beginning Date of Operation: _____

Application for Approval of an Open-Enrollment Charter

Instructions: The open-enrollment charter proposal must be submitted in contractual form including, in the order of the items below, these same components. Attach the following after the answers to the questions below: (1) signed facilities agreement, (2) evidence of parental/community support for the proposed charter, and (3) documentation of non-profit status.

Submit two copies of the completed application with attachments to the Texas Education Agency, Document Control Center, 1701 North Congress Ave., Austin, Texas 78701. For assistance, contact the Division of Charter Schools at (512) 463-9575.

Chief Operating Officer
of Proposed Charter: Spyros Catechis, Ed.D. Title: Interim C.O.O.

Name of Sponsoring Entity: Educational Leadership, DBA The Southwest
High School

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: 2400 Augusta Ste. 255 City: Houston

Zip: 77057 Phone Number: 713-974-6658 FAX: 713-975-6666

- Type of charter sought: _____ an open-enrollment charter under
(check only one) TEC 12.1011(a)(1)
 an open-enrollment charter under
TEC 12.1011 (a)(2) (75% rule) (applicants for this
charter must complete additional question #10 and
sign the additional assurance found on page 30.)

Name of Proposed Charter School: The Southwest High School

Date of proposed opening: Fall 1999

120/07/24/98-084

01 03 19 99 06

APPLICATION

Charter Site Address: 5901 Allday City: Houston

Zip: 77036 Phone Number: 713-789-9233 FAX: 713-789-3572

Correspondence Address: 2400 Augusta Suite 255

City: Houston, Texas ZIP: 77057

Grade Levels: 9th-12th Initial Est. Enrollment: 275 Maximum Enrollment: 400

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

The proposed charter will be located in State Board District 10912 (number).

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."

The Southwest High School is designed to provide a supportive learning environment for students who function best in small, structured classrooms or with individual instruction. Emphasis is placed on students academic and personal growth.

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

- pre-kindergarten; - special education; 10 migrant;
80 economically disadvantaged; 20 limited English proficiency;
- gifted 75 recovered dropouts; 90 at risk of dropping out;
- pregnant or parent students - other: -

Open-Enrollment Charter School Application

The application for the proposed open-enrollment charter, if approved by the State Board of Education, agrees to operate the education program described below in accordance with the provisions described within this document and the attached assurance.

- (1) Give the long-range vision (5-10 years) and the goals (of at least the first year) of the school.**

The primary mission of The Southwest High School (SWHS) four-year school (9th-12th grades) is to provide an exemplary secondary education. Students who bring a diversity of interests, talents and proficiency find an atmosphere, which encourages the students to develop lifelong values and skills.

In order to accomplish this mission, the professional staff of the SWHS consistently utilizes a wide variety of proven state-of-the-art techniques. Additionally, the SWHS fosters an expanding selection of student support services designed to enhance the availability of these services to deserving and qualified students.

SWHS goals are to:

- provide a curriculum focusing on the acquisition of basic academic skills in the areas of mathematics, science, English, reading language arts and social sciences.
- address the vocational needs of students and move them into the world of work through classroom instruction and on-the-job experiences, as appropriate.
- provide a flexible curriculum program that will meet the cultural, academic and social needs of the individual student.
- provide an academic program which values individualized instruction to maximize each student's own rate of progress.
- encourage a desire to learn and achievement of a level of work compatible with the individual students' capabilities and talents.
- provide opportunities for self-expression and creativity through active participation in small group instruction.
- give attention to the formation of acceptable standards of behavior and the development of socially accepted values and attitudes.
- aid the student in learning to accept responsibility and making proper decisions.
- encourage self-pride and mutual respect for all students.
- establish a means for faculty and parents to actively and positively communicate with each other.
- assist and encourage students to attain their highest level of skill in each area they pursue.
- stimulate the students' integration into the community and their commitment to its welfare.

SWHS strives to produce academically prepared, culturally enriched, economically competitive, technically advanced, productive citizens.

Decisions regarding all areas of the school center on this philosophy and stated goals.

An educated person happens at SWHS as the result of successful attainment of the goals. A contributing member of society possesses the knowledge and the skills that enable one to participate wholesomely and fully in life. This is the SWHS commitment.

SWHS will be the **second**, only, charter high school in Houston, which is the largest city in Texas.

- (2) Describe the governing structure of the open-enrollment charter, including board composition, selection process and responsibilities. Also describe the role of administrators, faculty, parents, students and community members in the leadership and decision-making of the school.**

The governing boards will be composed of the Executive Committee and the Community Advisory Board (see Attachment A). Members to the Community Advisory Board will have no more than nine members, selected or appointed at a future date. The members will be selected based on experience in educational leadership, management of non-profit entities and complementary business acumen.

The Executive Committee Board will be composed of the Executive Director, (ED), Dr. Spyros Catechis; the Director of Administrative Services, Mrs. Nancy Trunk, M.S.; and the committee Chair, Dr. Lou Shields (see Conditionals - Attachment B). The Executive Committee will report directly to the Community Advisory Board.

Educational Leadership dba The Southwest High School (Application for Non-Profit Status - Attachment C) has asked its Legal Counsel to determine the best governing structure required under the guidelines promulgated by Senate Bill 1 and in accordance with SBOE guidelines for open-enrollment charter schools. In this transition process, Legal Counsel will review the guidelines and propose any changes to the governing body necessary to ensure compliance.

SWHS will be under the instructional leadership of the Chief Operating Officer (COO). The COO will have as a minimum qualification a Texas mid-management certification and at least ten years campus-level management experience. The COO will be SWHS' Principal and report to the Executive Committee.

School administrators, as well as faculty, will receive instruction in the design and implement of a successful curriculum that serves the special needs of the student population. These individuals will work with the COO to formulate and maintain the school's policy and procedures.

Teachers will participate in common planning sessions to ensure that teachers in all subject areas are working to the central focus and theme of the school's instruction. Teachers from individual disciplines will meet, as a group, to formulate lesson plans that incorporate TEKS.

SWHS will comply with the Open Records Act as well as with the student's right to confidentiality/privacy. All staff members will receive in-service training regarding these matters.

Parents, students and community members will be involved in the decision making matters of SWHS through membership on the Shared Decision Making Committees, subcommittees, and on the Parent Advisory Committee (PAC). EL's 2 year success in operation of a local high school charter has been highly supported by students, parents and HISD West District Superintendent, Mrs. Ann Patterson (see Community Support documentation - Attachments D)

School administrators, parents and students will work closely to establish a school operations evaluation plan.

(3) Describe the educational program to be offered, including the required curriculum under Texas Education Code (TEC) §28.002, and student attendance requirements.

The Southwest High School will use Educational Leadership's (EL) site-specific, educational design, that was developed to meet the special needs of at-risk students requiring a more structured, intimate learning setting. This program will be blended with the Houston Learning Academy 's quality-tested programs (used by the five for-profit campuses) which have won numerous local and national awards.

The school will provide a full curriculum based on the current Texas Essential Elements; and, the new Texas Essential Knowledge and Skills as they are adopted.

SWHS' principal leaders have 15 years experience in the creation and operation of five very prosperous for-profit schools; as well as, 2 years experience in successfully fashioning and managing a HISD local high school charter.

Classes are designed for students who for varied reasons find it difficult to achieve their maximum potential in a traditional high school setting and need a smaller class setting.

All classes will, where appropriate, use a combination of: hands-on activities, role playing, computer-aided instruction, technology driven lessons (Internet), peer tutoring and traditional lecture style of instruction.

Emphasis will be placed on academics and personal growth. Materials and teaching methods will be adjusted to the meet the needs of individual students based on extensive on-going formal and informal assessment. As academic skills are mastered, students will be encouraged to move through more advanced areas of study.

Instructional methods to be used will be based on current best-practices information for both individual and small group learning. Core content will incorporate hands-on activities and provide discovering experiences. Mathematics, science and technology curricula, through their nature, are design to be hands-on learning. The core contents of art, sports and community projects will be reinforced and expanded.

Special training on understanding how to prevent and intervene on gang operandi, will be received by all school personnel, parents and community leaders.

The entire instructional program is based upon a thorough understanding of the needs of at-risk students given the following domains:

- Structure
- Curriculum relevant to students' environment
- Meaningful dialogue concerning what is taught and learned
- Higher order thinking
- Meaningful activities to support the learning sequence
- Social support for the learning process

Each student will take, in developmental sequence, the courses listed in order to earn the required credits:

<u>Course</u>	<u>Credits</u>
English	4
Mathematics	3
Science	3
Technology Applications	1
World History	1
World Geography	1
US History	1
US Government	.5

Economics	.5
Speech	.5
Health	.5
Physical Education	1.5
Electives	<u>4.5</u>
TOTAL	24

The instructional day will be from 8:00 a.m. to 2:00 p.m. The educational program will follow the HISD School Calendar.

While the number of students with Limited English Proficiency is not predictable such students, when admitted, will be provided with English as a Second Language (ESL) classes.

SWHS will utilize programs that increase student attendance. Absent students' parents or legal guardians will be called (home or work) immediately after the second period roll call is taken. Student awareness of attendance tracking throughout the day, will encourage them to maintain a better attendance practice.

Attendance records will be kept in accordance with PEIMS requirements.

(4) Describe the accountability measures the school will use to evaluate student performance.

(a) Identify the specific levels of student performance on assessment instruments adopted under TEC Chapter 39, Subchapter B that constitute acceptable performance for the open-enrollment charter.

SWHS will use the Texas Assessment Of Academic Skills (TAAS) to assess student performance at specific levels.

Students will receive report cards (created by the PEIMS program) every six-weeks; teachers will issue progress reports in the third-week of each reporting period. Parents will be highly encourage to set-up parent/teacher meetings, at any point, during the semester.

The Stanford Achievement Test will be used to conduct Pre-testing to set a benchmark on each student, and Posting-testing to measure the level of transferred learning. Pre-testing will occur in September; post-testing will occur in late April/early May.

Assessment of the SWHS' program and students will be both qualitative and quantitative. Initial assessment (pre-testing) of incoming students will determine student strengths and weaknesses. Results from this evaluation

will be used to develop a Student Educational Plan for each student. The student's work will be measured against their plan on a weekly basis.

SWHS will strive to get each student to function on grade level. Our aim is to have each student gain more than a year for every year they enroll in our charter school.

(b) Describe any additional accountability provisions in addition to those required under Texas Education Code, Subchapters B, C, D, and G, Chapter 39, by which the performance of the open-enrollment charter will be assessed:

EL' Southwest High School has established the following criteria, expressed as target areas, which can be used as an additional form of accountability assessment. Our target areas are:

• *Academic Performance*

Per our accountability proposal we plan to increase (a) the number of courses passed per semester, (b) the aggregated average of students' GPAs.

• *Student Attendance*

Maintain a 90 percentage attendance rate in the academic program.

• *Extracurricular/Cocurricular Activities*

Increase opportunities for students to participate in extracurricular/ cocurricular activities; community oriented projects and apprenticeship.

• *Parent Involvement*

Increase parental involvement in school activities.

• *Facilities and Resources*

Improve the overall facilities and resources at the school.

SWHS strategies for accomplishing the above targets are:

1. Increase the number of courses taken by a student each semester, establish enrichment/ tutoring programs, provide remedial instruction, provide guidance and counseling about careers and college, and provide TAAS-related instruction.
2. Provide support and incentives for excellent attendance, make telephone contacts to homes of absent students, and provide counseling.
3. Create a structure for parent organization and training.
4. Promote faculty and student involvement in extracurricular activities.
5. Develop partnerships and with businesses, community and university groups.

Provide the deadline or intervals by which the performance of the open-enrollment charter will be determined for accountability purposes:

Performance areas will be assessed at the end of each six-week reporting period, at the end of each semester and at the end of each school year.

Results of the TAAS will be used to enhance, modify or include tutoring in instructional disciplines, as needed.

(c) Provide the timelines by which the report of the performance of the school will be submitted to the State Board of Education.

SWHS will report school performance to the State Board of Education according to State compliance guidelines, throughout our five-year contract.

(5) Provide a list of all districts within the geographical area that may be affected by the open-enrollment charter with the date the *Statement of Impact* form was sent to each affected district.

Houston Independent School District

Statement of Impact sent July 24, 1998

(6) Describe the geographical area served by the program.

The SWHS serves a communities that encompasses Houston's rapidly growing southwest area. This area has one of the state's heaviest business population and residential areas. This area is bordered by Highway 59 South, Westhiemer Road, Bellaire Blvd., Chimney Rock Road and Gessener Road (see map - Attachment E).

This area is has an estimated population of 180,000 persons; this number tends to be higher due to the nature of transit families. The ethnic breakdown of this area is 72 percent Hispanic, 22 percent African-American, 4 percent Anglo and 2 percent Asian. Three key zones the Galleria, Harwin and Gulfton areas rank among the highest in newly migrated residents that have a median income below \$18,578.

Recent demographics indicate that Houston's Hispanic population will more than double over the next 30 years and grow from 650,000 persons to over 1.4 million individuals by the year 2026. The State Controller's office projects that by the year 2023 the Hispanic population will exceed the Anglo population. This ethnic group will comprise 40 percent of the city's residents. This rapid growth will be most reflected in the southwest part of the city.

A review of the five key High Schools' population: Bellaire (3,111), Lee (2,982), Lamar (2,775), Westbury (2,645), and Sharpstown (2,245) indicate a student population with high rates of poor attendance and drop outs.

Educational attainment of this area's minority, at risk students has been severely lacking. In the southwest census tract of the city, 35 percent of our young adult population has not gone pass the 9th grade level. This number is based on a census that did not benefit from full participation of the area's population.

Located in an area where 85 percent of the population is eligible for free or reduced lunches and where 50 percent of ninth graders in the public high schools will drop-out before graduating, SWHS has the ability to assist in reversing these dire circumstances.

SWHS is located within eight miles of Houston Baptist University (HBU) and Houston Community College high-school extension. Collaboration with these two institutes of higher education is very favorable. EL's Executive Committee has a retired HBU Vice President and the CEO is on the board of Houston's Civic Center.

- (7) Specify any type of enrollment process to be used. (For admission to an open-enrollment charter school, the person operating the school may require the students seeking admission to complete and submit applications not later than a reasonable deadline the school establishes.) Indicate whether the open-enrollment charter provides for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A:**

All students, that meet the admissions criteria will be admitted on a first-come, first-serve bases. Admission will be without regard to sex, national origin, ethnicity, religion, disability, academic or athletic ability or the district the child would otherwise attend in accordance with state statue.

SWHS will require all academic students to be submitted through an admissions process which includes: a) a scheduled appointment with the program director, b) submission of required personal documentation, and (c) an interview with members of the admissions committee. The admissions committee, along with the program director, determine whether an applicant is accepted for enrollment. All of the students, meeting the above criteria, will be accepted on a first-come, first-serve basis. Students applying for admission after full capacity has been reached, will be put on a waiting list. Students on the waiting list will be admitted on a space available basis: and, chosen via a lottery process.

- a) The purpose of the program director's appointment is to give the student and parents information regarding SWHS' programs and assess the student's match to the program;

- b) Personal documentation includes: registration forms, previous school records/transcripts, health records and psychological/educational evaluation (if needed).
- c) The admissions committee review discusses all data received, interview reactions, class assignments; and, completes the cycle of a school community recruitment process.

If a student is accepted, a Student Educational Plan is presented and a general outline of the student's short-term and long-term goals, covering personal, social, emotional and academic areas are determined.

If a student is not enrolled, recommendations are made for appropriate placement.

A student who has a documented history of criminal offense(s), juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A may be excluded.

(8) Specify the qualifications to be met by professional employees (administrators, teachers, counselors) of the program.

Employees for all positions will be carefully screened for ability and willingness to work with students from diverse backgrounds. Emphases will be given to individuals, with experience working with at-risk students, who are certified in their specific discipline.

Administrators, teachers, counselors and clerical staff all must have the personal skills to interact well with at-risk students, parents and community members.

All professional employees of The Southwest High School will have the following:

- A minimum of a bachelor's degree from an accredited college or university.
- Teaching experience or professional expertise in any of the following settings: public school, private school, college or university, business or corporate environment, home school or educational co-op.
- No criminal record

The school will be staffed with a principal, a secretary/two attendance clerks, a career guidance counselor (part-time), a PEIMS coordinator, 20 teachers, two security personnel. The faculty is based on a teacher ratio of 18 to 1.

The teaching staff will also be supplemented with teacher aides, as appropriate. These teacher aides will be school parents, community

volunteers and/or university education seniors.

Will the school automatically run a criminal history check on all employees?

All employees will have a criminal history check completed prior to employment.

Describe the teaching philosophy proposed by the school.

Positive relationships between student and teachers are more important in protecting teenagers than any other factor, including classroom size or the amount of training teachers have.

Small school environments foster a greater influence on students' post high school behavior and strengthens college attendance. A community learning environment—combined with unconventional organizational structure, teachers using varied teaching methods in lieu of lecture only—encourages students to attempt to learn, without the fear of being embarrassed.

Teaching models that promote active, positive interaction between instructor and students will be selected for use at SWHS.

- (9) Describe how the following aspects of school support will be handled in the school: finances, budgeting, audits, PEIMS, facilities, food service and transportation.**
(a) Describe the process by which the governance structure of the open-enrollment charter will adopt an annual budget:

The initial annual budget will jointly be created by the EL's CEO and the financial planning department. The budget will include all school administrative and faculty salaries, text books, educational supplies, special activities and building maintenance. Key components of the budget will be reviewed by the school's principal. As the budget is completed, all senior management will review for completeness and reasonableness.

In subsequent years, the School's Site Based Decision Making Committee will be able to provide input on key areas of SWHS' budget. This will include categories as computer expenditures, extra-curricular activities, educational materials and other appropriate accounts. These recommendations will be reviewed and incorporated into the budget to the extent possible. The final budget will be presented to the Governing Board for their approval, with any revisions deemed necessary, incorporated in the final budget.

- (b) Submit a proposed budget as an attachment to this application using the budget template provided.**

See Budget Template (Attachments F)

Budget Detail Backup (Attachments Fa.1)

Explain how the school will conduct its business office, with what personnel.

The business office will have an accounting clerk, an assistant bookkeeper, and a chief financial officer. Daily operations will be managed by these individuals. Operational oversight will be conducted by a CPA. All financial statements will be maintained in an audit ready mode.

(c) Describe the manner in which an annual audit of the financial and programmatic operations of the open-enrollment charter will be conducted.

Educational Leadership (EL) will be a tax-exempt non-fit 501(c)(3) entity with programs funded through federal, state, corporate, private and fundraising sources. All federal, state and some corporate require an independent annual audit conducted by a Certified Public Accounting firm. Educational Leadership will use a firm selected through a competitive bid process, and approved by the Executive Committee. The firm selected will have expertise in audit and tax matters, experience with non-profit accounting and review of management's internal controls.

The audit will be based on the applicable OMB Circulars such as, but not limited to: A-87 "Cost Principles for State and Local Governments", A-122, "Cost Principles for Non-profit Organizations", or A-21, "Cost Principles of Educational Institutions" and A-133, "Audits of Institutions of Higher Education and other Non-Profit Institutions." The audit will follow all federal guidelines, as well as, Generally Accepted Accounting Practices (GAAP), including a single audit review and detailed testing of programmatic operations for all programs with revenues in excess of \$100,000.

Once the audit is completed, the Executive Committee will review for approval. Copies of the annual audit will be sent to all funding sources requiring this report.

A self-monitoring process will be conducted by the SWHS principal and staff to ensure that all necessary areas meet compliance with TEA Guidelines. This will include areas such as staffing, curriculum, transportation, facility requirements, student outcomes, procurement and overall cost effectiveness of school operations. The monitoring results will be reported by the school principal to the Executive Committee.

(d) Describe the manner in which the charter will participate in the Public Education Information Management System (PEIMS) information, as required by state statute or by State Board of Education rule.

Educational Leadership will purchase all computer equipment and software necessary to be in place to comply with all state guidelines pronounced in

the Texas Education Agency PEIMS data standard for the coming year. Training will be provided to the appropriate personnel to ensure that proper reporting of PEIMS data is accurate and timely.

(e) Describe the facilities to be used:

SWHS is conveniently located in a spacious two-story 15,000 sq.ft. brick facility that has ample parking. The school building space has: 21 classrooms, four administrative offices, a media center, a cafeteria, and a fenced-in enclosure used for student recreational activities.

The facility is readily accessible via two major thoroughfares and Metro.

If the facility to be used for an open-enrollment charter school is a facility of a school district, describe the terms established by the board of trustees or other governing body of the district stipulating the relationship between the proposed charter school and the district pertaining to the use of the facility. Attach a copy of the agreement, or pending agreement, signed by the president of the board of trustees or other governing body of the school district, the chair or president of the governing body of the proposed open-enrollment charter school, and the chief operating officer of the proposed charter.

Not Applicable

If the facility is not operated by a school district, attach a copy of the agreement, or pending agreement, signed by the entity owning and operating the facility and the chief operating officer of the proposed charter.

See Attachment G

The SBOE will not consider an application that does not have an agreement of some sort for a building.

(f) Describe provisions for transportation, if any, for students served by the open-enrollment charter school:

The school will make bus passes available from the Metro Transit Authority available to those students who require bus transportation to school.

School field trips will be transported through the use of rental buses, as needed.

(g) Describe provisions for food service, if any, for students served by the open-enrollment charter school.

The school will provide food services to students through a contracted vendor and through availability of selected healthy items offered through multiple vending machines. Our services will operate in accordance with health and safety federal laws and rules governing public schools.

- (10) Provide a draft of a board policy providing for the admission of students eligible for public education grant under Texas Education Code, Subchapter G, Chapter 29.

SWHS BOARD ADMISSIONS POLICY

All students, that meet the admissions criteria will be admitted on a first-come, first-serve basis. Admission will be without regard to sex, national origin, ethnicity, religion, disability, academic or athletic ability or the district the child would otherwise attend in accordance with state statute.

Students will not be required to pay a tuition.

Describe how the school will implement the policy.

Open-enrollment will be conducted two months prior to school starting Fall school semester of each year. Students will be admitted, upon the completion of the admissions process, on a first-come, first serve basis.

As each grade level enrollment becomes capped, new admissions will be added to a waiting list. During the school year, as student attrition occurs, students from the waiting list will be selected via a lottery process.

- (11) *(This question is only required of applicants applying for an open-enrollment charter school under TEC 12.1011(a)(2), otherwise known as the "75% rule." Applicants for a charter under this provision must also provide signed copies of the additional assurance shown on page 30.)* Describe how the proposed charter school will address the specific needs of students at risk of dropping out of school as defined in TEC §29.081(d).

Students having emotional or behavior problems meet, on a weekly bases, with the school counselor in remediation counseling sessions. School faculty, as appropriate, will be assigned the responsibility of being as a mentor/tutor for 1-3 students that are having attendance or academic problems.

SWHS will consider conducting a "Saturday School" for students have classwork problems.

Once approved, a revision of this open-enrollment charter may be made only with the approval of the State Board of Education. Charters are awarded for a period of five years, subject to annual reviews. Shortened terms may be considered by the board if requested. A Statement of Impact must also be sent to all affected school districts when requesting an amendment to an awarded charter.

**OPEN-ENROLLMENT CHARTER SCHOOL
FACILITIES LETTER OF INTENT**

Lessor (Owner): Allday Properties

Lessee (Tenant): The Southwest High School

Use: Educational classes

Premises: 5901 Allday
address
15,000
square footage

Terms of Lease: 3 - 5 yrs.

Rental Amount: \$11,200.00

Contingency: The terms of this letter of intent are contingent upon Educational Leadership (sponsoring entity) Receiving a charter to operate an open-enrollment charter school from the State Board of Education by September 1998.

Lessee:

The Southwest High SchoolBy Date: 7-23 98

Lessor:

Allday PropertiesBy Date: July 23 1998

MEMORANDUM

January 28, 1998

To: Dr. Susan Sclafani, Chief of Staff
Educational Services

Houston Independent School District
Charter School Proposal Committee

From: Anne Patterson, District Superintendent
Houston ISD - West District

Subject: **THE SOUTHWEST HIGH SCHOOL**

This is written to support the proposal for a new charter school, a four-year high school to meet the needs of At-Risk students. In working with Dr. Spyros Catechis and The Bridge School Corporation to procure the development and execution of the Bridge School for Lee High School's reclassified ninth and tenth graders, it is my observation that the concept of the charter school program must be expanded. The development of a four-year high school to meet the needs of At-Risk students would benefit many. The Bridge School program has already helped refocus students who had for various reasons not succeeded in the traditional academic setting.

Furthermore, the establishment of a four-year high school would serve two important needs of HISD: to relieve overcrowding within Sharpstown, Lee, Lamar, Bellaire, and Westbury High Schools as well as address the needs of a population of students who would benefit from a more individualized instruction and smaller class setting. The program's emphasis is focused on students' academic and personal growth. Their strengths are reinforced while they progress at their own rate to meet TEA requirements for graduation.

After visiting the Bridge School recently and seeing the program in action, I believe that a four-year high school program would help further the work already begun by Dr. Catechis and his staff.



AP

AP/ib

Attachment D1

Bridge School Testimonial

At the Bridge school I would like it to be a 4 year project like that I will graduate faster ~~than~~. This school isn't easy it's kind of hard. I would like it to be 4 years so I could graduate. I would like to see more field trips. The reason I want it to be 4 years is I could go to college quicker and finish college life at the age of at least 20 yrs. Like that I'll be something at the ~~years~~ age I'll go to ~~university~~ graduate until the age of 25 that's the time when I get out of school. The college will probably be 30 yrs old that's so old. That's why I want it to be 4 year project. Make this fall semester more careful sometimes they can act like people that don't care. And I always appreciate.

The Bridge school Testimonial

The Bridge school is a very good school. They let you get the credits you need. It is easier because here you connect with the teachers. you can talk about things. I have not had a bad experience here, everybody gets along here. everybody knows you and you know everybody. I think that last year it was harder for me but thanks to the Bridge School I have a chance to get some credits that I really need. If the bridge school is back next school year I would like to come back next semester because I would love to get more credits here. we have a chance to start over. I would like for the school to have more classrooms so more students can come and take advantage of the school and get more credits.

Bridge School Testimonial

Well my experience in this school have been good. I do like this school they way its handled. I remember when I finish 9th grade that I needed some credits. My counsellor told me about the program and what it had to offer. I was told that this school was pure study sort of like a prison. That we were only allowed a few minutes for a social encounter with friends. But when I got to the school everything was so totally different. I got to meet new people that I didn't know at [redacted]. I had great experiences that I'm never going to forget and will cherish forever. But like always there has to be a bit of a bad side. Well I didn't go some days and was getting to school tardy. My father was notified by some people here. And I had a bad experience.

Now I think its better we
get a lot more attention more
help, also with the people,
I think you get to know
them better. Probably it is
because of the space. But I'm
going to remember this year
and is probably one of the
most unforgettable. So from
now on, the year its almost
over so I have to take advantage.

English 1 B
Per. 1
January 27, 1995

APPLICATION

"Bridge School Testimonial"

My experience at the "Bridge school has been very interesting. I have learned and have been interested in my studies at the Bridge School ~~more~~ ever more than in any other (HS) school. ~~The~~ ~~with~~ the teachers helping at the same time, it is surely an experience I haven't really ever allowed anyone else other than my mom to help ~~me~~ or I open myself to them, actually let them know things. This even goes for the "Principal" and the ~~cora~~ counselor here at the "Bridge School" I have ~~gained~~ ^{had} a very strong opportunity to gain confidence in myself and in others.

My grades have been high and I think I'm passing. Thanks to [redacted], I am now able to somewhat write an essay. I always feared it before and I still do, but now that I have written one with exceptions of mistakes, I ~~now~~ ~~can~~ write one.

[redacted], [redacted] has really helped me in Geometry when I just want to completely give up. I surely have had 22 tough times in Geometry, but [redacted] ~~so~~ has ~~took~~ the time out to help and

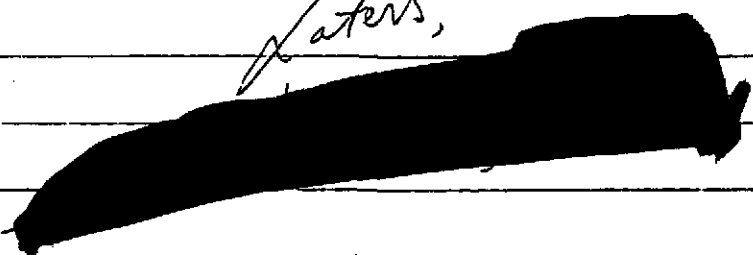
I learned. All the teachers here at the Bridge School are interested in the students and helping them to ~~learn~~^{experience} new meanings and helping the students get a higher education. I appreciate each and one of them. I think and wish the "The Bridge School" could and would be a longer term than instead of 1 year ~~term~~^{term} two years would even be fine; that is if the same teachers that are here now, stay here. Other than that, I'd rather go back to ~~any other school~~ or any other school.

The only disadvantage I don't like is, the way we have to stay on campus for lunch. Maybe if there were a McDonald's around the corner, everything would be fine, and also if all the students would arrive to their classes. Now others have to suffer for other's ~~own~~ mistakes. And I may ~~think~~ opinion is that, it shouldn't be this way. If never doesn't come back, they either get suspended or SAC, and if it continues to happen, then why do them ~~come~~^{Attachment D5} to school, ~~if~~ they don't

belong here, so I think they should just
get expelled

Other than this, I enjoy
the "Bridge School" and it is an experience
if you take advantage of your skills.

Faters,



Attachment D5

1-27-98

Bridge School Testimonial

There are many good and bad things about the school. Some of the good things that are good are the teachers. I think that they are the best thing of the whole thing. They're so nice and they understand us. They help us do our work and also they care for us.

There are many other things in the school that are nice, such as the rooms, the school, the principal, councilor etc. One of the best things about this school and what makes it better than any other school is that we have

people that care and understand us, not only as students but as persons. Teachers give us advices and they could be consider our best friends. I feel so comfortable here, in this school I can find a friend, a teacher and a counselor.

We probably the only thing is the people outside the Hall way. I think that they're kind of rude, they are always bothering us, each single minute. We can't not even go to the restroom alone. I think this is happening because they think that everybody that comes to the school is bad and unrespectful. But no that is not true. Some

of us are here for some other reasons they don't know that and treat everybody the same way.

In my opinion I think that if we have more nicer people and more freedom in the school, it would be perfect. I know that some people take advantage of this, but until we don't try we won't know what happens.

**Southwest High School
Budget Worksheet for Charter Schools: Year One**

Overview	Object Code	Total
Net Assets at Beginning of Year		-
Estimated Revenues		
Local Sources	85,500	
State Sources	1,155,413	
Federal Sources	30,000	
Other Sources	35,000	
Total Estimated Revenues		1,305,913
Estimated Expenses		
Payroll Costs	6100 772,600	
Professional & Contracted Services	6200 101,750	
Supplies & Materials	6300 100,400	
Other Operating Costs	6400 330,595	
Debt Expense	6500	
Total Estimated Expenses		1,305,345
Gains	7950	568
Losses	8950	
Change in Net Assets		-
Net Assets at End of Year		-

**Southwest High School
Budgeted Expenses**

APPLICATION

Charter School Budget Categories

Expenses	Function Code	Object Code	Academic Year	Total
			1999-2000	
Instruction	11			
Payroll Costs	11	6100	382,600	
Professional & Contracted Services	11	6200		
Supplies & Materials	11	6300	49,500	
Other Operating Costs	11	6400	245,900	
Debt Expense	11	6500		
Total Instruction	11		678,000	
Instructional Resources & Media Services	12			
Payroll Costs	12	6100	25,000	
Professional & Contracted Services	12	6200		
Supplies & Materials	12	6300		
Other Operating Costs	12	6400		
Debt Expense	12	6500		
Total Instructional Resources & Media Services	12		25,000	
Curriculum Dev. & Instructional Staff Development	13			
Payroll Costs	13	6100	38,500	
Professional & Contracted Services	13	6200		
Supplies & Materials	13	6300		
Other Operating Costs	13	6400		
Debt Expense	13	6500		
Total Curriculum Dev.& Instructional Staff Development	13		38,500	
Instructional Leadership	21			
Payroll Costs	21	6100	21,000	
Professional & Contracted Services	21	6200		
Supplies & Materials	21	6300		
Other Operating Costs	21	6400	1,000	
Debt Expense	21	6500		
Total Instructional Leadership	21		22,000	
School Leadership	23			
Payroll Costs	23	6100	50,000	
Professional & Contracted Services	23	6200		
Supplies & Materials	23	6300		
Other Operating Costs	23	6400		
Debt Expense	23	6500		
Total School Leadership	23		50,000	

**Southwest High School
Budgeted Expenses**

APPLICATION

Charter School Budget Categories

Expenses	Function Code	Object Code	Academic Year	Total
			1999-2000	
Guidance, Counseling & Evaluation Services	31			
Payroll Costs	31	6100		21,000
Professional & Contracted Services	31	6200		
Supplies & Materials	31	6300		
Other Operating Costs	31	6400		1,000
Debt Expense	31	6500		
Total Guidance, Counseling & Evaluation Services	31			22,000
Social Work Services (Optional)	32			
Payroll Costs	32	6100		
Professional & Contracted Services	32	6200		
Supplies & Materials	32	6300		
Other Operating Costs	32	6400		
Debt Expense	32	6500		
Total Social Work Services	32			-
Health Services	33			
Payroll Costs	33	6100		
Professional & Contracted Services	33	6200		
Supplies & Materials	33	6300		
Other Operating Costs	33	6400		
Debt Expense	33	6500		
Total Health Services	33			-
Student Transportation (Optional)	34			
Payroll Costs	34	6100		
Professional & Contracted Services	34	6200		9,720
Supplies & Materials	34	6300		
Other Operating Costs	34	6400		
Debt Expense	34	6500		
Total Student Transportation	34			9,720
Food Services (Optional)	35			
Payroll Costs	35	6100		
Professional & Contracted Services	35	6200		37,125
Supplies & Materials	35	6300		
Other Operating Costs	35	6400		
Debt Expense	35	6500		
Total Food Services	35			37,125

**Southwest High School
Budgeted Expenses**

APPLICATION

Charter School Budget Categories

Expenses	Function Code	Object Code	Academic Year	Total
			1999-2000	
Co-Curricular/Extracurricular Activities (Optional)	36			
Payroll Costs	36	6100		
Professional & Contracted Services	36	6200		
Supplies & Materials	36	6300	7,800	
Other Operating Costs	36	6400	4,500	
Debt Expense	36	6500		
Total Co-Curricular/Extracurricular Activities	36		12,300	
General Administration	41			
Payroll Costs	41	6100	144,950	
Professional & Contracted Services	41	6200	3,500	
Supplies & Materials	41	6300	28,600	
Other Operating Costs	41	6400	53,950	
Debt Expense	41	6500		
Total General Administration	41		231,000	
Plant Maintenance & Operations	51			
Payroll Costs	51	6100	20,000	
Professional & Contracted Services	51	6200	9,200	
Supplies & Materials	51	6300		
Other Operating Costs	51	6400		
Debt Expense	51	6500		
Total Plant Maintenance & Operations	51		29,200	
Security & Monitoring Services (Optional)	52			
Payroll Costs	52	6100	24,000	
Professional & Contracted Services	52	6200		
Supplies & Materials	52	6300		
Other Operating Costs	52	6400		
Debt Expense	52	6500		
Total Security & Monitoring Services	52		24,000	
Data Processing Services	53			
Payroll Costs	53	6100		
Professional & Contracted Services	53	6200	13,000	
Supplies & Materials	53	6300		
Other Operating Costs	53	6400		
Debt Expense	53	6500		
Total Data Processing Services	53		13,000	

**Southwest High School
Budgeted Expenses**

APPLICATION

Charter School Budget Categories

Expenses	Function Code	Object Code	<u>Academic Year</u> <u>1999-2000</u>	Total
Community Services (Optional)	61			
Payroll Costs	61	6100		
Professional & Contracted Services	61	6200		
Supplies & Materials	61	6300		
Other Operating Costs	61	6400		1,500
Debt Expense	61	6500		
Total Community Services	61			1,500
Fund Raising (Optional)	81			
Payroll Costs	81	6100		31,500
Professional & Contracted Services	81	6200		
Supplies & Materials	81	6300		
Other Operating Costs	81	6400		
Debt Expense	81	6500		
Total Fund Raising	81			31,500
TOTAL EXPENSES (All Functions)				1,224,845

**Southwest High School
Fiscal Year Operating Budgets
Summary of Income Statement**

APPLICATION

Description	#wks/%	Academic Year		
		1999-2000	2000-2001	2001-2002
Revenues				
Grand Total State Revenues		1,155,413	1,365,488	1,680,600
Operating Expenses				
Total School Adm. Salaries		252,000	268,750	309,500
Total Faculty Salaries		382,600	498,910	635,000
Fringe Benefits on Admin. & Faculty Staff		138,000	168,800	208,000
Total Support Personnel Salaries		101,750	120,250	148,000
Grand Total Salaries & Fringe Benefits		874,350	1,056,710	1,300,500
Total Travel		9,200	10,000	10,800
Total-Equipment		13,000	13,000	14,000
Total-Supplies		87,400	57,600	55,000
Total-Training		1,000	1,250	1,500
Total-Contractual		13,700	16,500	18,300
Total Food Expense		37,125	43,875	54,000
Total-Other Overhead		189,070	208,900	230,500
Total Expenses		1,224,845	1,407,835	1,684,600
Total Other Revenues		150,500	110,000	115,000
Total Capital Expenditures		80,500	67,000	110,000
Total Revenue vs. Total Expenses		(71,045)	(42,433)	(3,790)
Contributions vs. Capital Expenses		70,000	43,000	5,000
Excess Total Revenue vs. Total Expense		568	653	1,000

Attachment Fa.1

**Southwest High School
Fiscal Year Operating Budgets
Summary of Income Statement**

APPLICATION

Description	#wks/%	Academic Year		
		1999-2000	2000-2001	2001-2002
Number of Students to be Served		275	325	400
ADA Student Rate		4,500	4,500	4,500
Attendance Rate		90%	90%	90%
Projected ADA Revenues		1,113,750	1,316,250	1,620,000
State Book Allotment (\$30/student)	30	8,250	9,750	12,000
Reimbursement for Food (non-profit)	90%	33,413	39,488	48,600
Grand Total State Revenues		1,155,413	1,365,488	1,680,600
Total Revenues		1,155,413	1,365,488	1,680,600
Personnel: School Administration				
Principal	26	50,000	52,500	55,000
Assistant Principal	26	38,500	40,500	42,500
Grants Director/Proj. Monitor	75%	31,500	34,000	37,000
Records/Attendance Clerk	26	21,000	23,000	24,500
Registrar	26	25,000	25,750	26,500
Security Staff		-	-	25,000
School Secretary	26	21,000	23,000	24,500
Security/In-house Suspensions	26	24,000	26,000	28,000
Security/In-house Suspensions	26	21,000	23,000	24,500
Editorial		20,000	21,000	22,000
Total School Adm. Salaries		252,000	268,750	309,500

Attachment Fa.2

**Southwest High School
Fiscal Year Operating Budgets
Summary of Income Statement**

APPLICATION

Description	#wks/%	Academic Year		
		1999-2000	2000-2001	2001-2002
Teaching Faculty				
Teacher-Health/PE	10 mos	25,000	25,750	26,500
Teacher-History/Government	10 mos	27,500	30,000	23,000
Teacher-PE	10 mos	25,500	27,000	30,000
Teacher-Psychology/English	10 mos	25,000	27,000	29,500
Teacher-Math/Science	10 mos	25,000	27,000	29,500
Teacher-History/Social Sciences	10 mos	24,000	26,000	28,000
Teacher-Computer Classes	10 mos	24,000	26,000	28,000
Teacher-Drama/Journalism	10 mos	24,000	26,000	28,000
Teacher-Math	10 mos	23,500	25,500	27,500
Teacher-Math/Science	10 mos	23,100	25,000	27,000
Teacher-Math	10 mos	23,000	25,000	27,000
Teacher-Art/Photo Lab	10 mos	22,000	24,000	25,000
Teacher-Spanish/ESL	10 mos	22,000	24,000	25,000
Teacher-TBA		22,000	22,660	23,500
Teacher-ESL/English	10 mos	22,000	24,000	25,500
Assistant Librarian	10 mos	19,000	20,500	22,000
Teacher-SAT/ACT Coordinator	PT	6,000	6,500	7,000
Teacher -TBA		-	29,000	29,000
Teacher -TBA		-	29,000	29,000
Teacher -TBA		-	29,000	29,000
Teacher -TBA		-	-	29,000
Teacher -TBA		-	-	29,000
Teacher -TBA		-	-	29,000
Teacher -TBA		-	-	29,000
Total Faculty Salaries		382,600	498,910	635,000
Fringe Benefits on Admin. & Faculty Staff		138,000	168,800	208,000
Support Personnel				
IEC	250	68,750	81,250	100,000
AS&C	120	33,000	39,000	48,000
Total Support Personnel Salaries		101,750	120,250	148,000
Grand Total Personnel Salaries		736,350	887,910	1,092,500
Grand Total Salaries & Fringe Benefits		874,350	1,056,710	1,300,500

Travel

**Southwest High School
Fiscal Year Operating Budgets
Summary of Income Statement**

APPLICATION

Description	#wks/%	Academic Year		
		1999-2000	2000-2001	2001-2002
Local @ \$0.32/mile		2,700	2,800	3,000
Conventions/In Service		2,000	2,500	2,800
Field Trips		4,500	4,700	5,000
Total Travel		9,200	10,000	10,800
Equipment/Accessories				
Comp. Peripherals, Modem, etc.		7,000	7,500	8,000
Pax (Machine, Paper, Batch, Software)		1,500	700	1,000
Software		4,500	4,800	5,000
Total-Equipment		13,000	13,000	14,000
Supplies				
Student Textbook Purchases		49,500	17,500	12,500
Educ, Printing, Duplicating		15,000	15,500	16,500
Office Supplies		9,500	10,000	10,500
Extra-curricular Activities		7,800	9,000	9,500
Administrative/Educ. Software		2,000	2,000	2,200
Postage		1,000	1,000	1,100
Bank Service Charge		300	250	300
Publications/Brochures		800	850	900
Parent Meeting Supplies		1,500	1,500	1,500
Total-Supplies		87,400	57,600	55,000
Training/Fees				
Stanford Achievement Test Fees-Youth Leadership Program		1,000	1,250	1,500
Total-Training		1,000	1,250	1,500
Contractual				
Out-of-service Training		3,000	3,500	4,500
Copy Machines		4,700	5,000	5,000
Equipment Maintenance		1,500	1,500	2,000
Accreditation Site Visits		1,000	1,000	1,000
Audit Reports		3,500	5,500	5,800
Total-Contractual		13,700	16,500	18,300
Food				
Food	135	37,125	43,875	54,000
Total Food Expense		37,125	43,875	54,000

**Southwest High School
Fiscal Year Operating Budgets
Summary of Income Statement**

APPLICATION

Description	#wks/%	Academic Year		
		1999-2000	2000-2001	2001-2002
Other Overhead				
General Liab. Insurance		6,250	6,500	7,000
Director's Liability Insurance		4,000	4,400	5,000
Communications/Fax/Long-Distance		6,000	6,500	7,500
Facilities Rental/Utilities/Maintenance		163,100	181,500	200,000
Transportation Services/Student Bus Passes		9,720	10,000	11,000
Total-Other Overhead		189,070	208,900	230,500
Total Expenses		1,224,845	1,407,835	1,684,600
Other Revenue-Contributions				
Contributions-Private Donations		85,500	40,000	40,000
TEA		35,000	35,000	35,000
Other Government Grants		30,000	35,000	40,000
Total Other Revenues		150,500	110,000	115,000
Capital Expenditures				
Chairs, Desks, Bookcases		30,000	5,000	10,000
Library Book Purchases		8,500	10,000	15,000
Building Renovations		10,000	12,000	15,000
Science & Other Lab Equipment		7,000	10,000	20,000
Computers/Networks etc.		25,000	30,000	50,000
Total Capital Expenditures		80,500	67,000	110,000
Total Revenue vs. Total Expenses		(69,433)	(42,348)	(4,000)
Contributions vs. Capital Expenses		70,000	43,000	5,000
Excess Total Revenue vs. Total Expense		568	653	1,000

I. ACADEMIC DESIGN

1. MISSION

The Bridge School ninth grade center was developed out of a need for an alternative educational program for reclassified ninth and tenth graders. Classes are designed for students who are average or above in ability, yet, who for various reasons, find it difficult to achieve their maximum potential in a traditional high school setting.

Emphasis will be placed on academics and personal growth. Materials and teaching methods will be adjusted to meet the needs of individual students based on extensive on-going formal and informal assessment. As academic skills are mastered, students are encouraged to move through more advanced areas of study.

A & B. Instructional methods to be used will be based on current best-practices information for both individual and small group learning. Wherever and whenever possible, core content will be taught using hands-on activities and discovering experiences. Core content will be reinforced and expanded in art, technology, sports, and community projects. Both the science and math curricula are, by design, hands on. Instructional technology will also address the visual/tactile needs of the students as their academic needs. The entire instructional program for The Bridge Ninth Grade Center is based upon a thorough understanding of what is necessary to elicit learning from students in the center:

- * Structure
- * Relevance to Students
- * Meaningful dialogue concerning what is taught/learned
- * High order thinking
- * Meaningful activities to support learning
- * Social support for the learning process

2. EDUCATIONAL PROGRAMS

A & B. The Bridge Ninth Grade Center offer an innovative and unique educational design developed to meet the needs of students

currently enrolled in traditional ninth grade programs. The Center will provide a full curriculum based on the current ninth grade Texas Essential Elements and the New Texas Essential Knowledge and Skills as they are adopted. Furthermore, course work will provide students with the credits needed to return to their home schools without deficiencies. The Center objectives are as follows:

- * To provide a curriculum focusing on the acquisition of basic academic skills in the areas of math, english, science, and language arts.
- * To provide a flexible curriculum program that will meet the cultural, academic, and social needs of the individual.
- * To maintain an academic program in which individualized instruction allows each student to move at his proper rate of progress.
- * To encourage a level of work compatible with the individual's capabilities and talents and to encourage a desire to learn.
- * To provide opportunities for self expression and creativity through active participation in small group instruction.
- * To give attention to the formation of acceptable standards of behavior and the development of socially correct values and attitudes.
- * To aid the student in learning to accept responsibility and making proper decisions.
- * The school day will be from 8:00 am to 2:00 pm.

C. Limited English Proficient students will be an integral part of The Bridge Center. As such, faculty will be hired who have been trained specifically in this methodology (ESL).

3. STUDENT ASSESSMENT

A & B. Assessment of the Bridge Ninth Grade Centers programs and students will be both qualitative and quantitative. Initial assessment of incoming students using Plato will determine their strengths and weaknesses, resulting in the development of an Student Educational Plan for every student. The plan and the student's work will be closely monitored on a weekly basis. The school administrators have designed collaboratively a complete evaluation plan for the school. The plan includes PLATO, TAAS,

EducaAide parent and student surveys, report card grades, attendance, a norm referenced test (SAT), and an external evaluation looking at student performance and school effectiveness. The plan will be based on national, state (TEKS), and local standards. The 1997-98 school year will be the baseline year for all evaluations.

ADMISSION PROCESS

* INITIAL CONTACT

By parent, student, school district, etc., by correspondence, telephone, or personal visit.

* INITIAL ADMISSION INTERVIEW

By appointment: includes parent(s) and student; talk with Program Director and/or teachers.

The following information must be in the student's folder before the next step in admission can be initiated:

- A. Health Records
- B. Registration Form
- C. School Records/Transcripts
- D. Psychological/Educational Evaluation (if needed)

* CASE STAFFING

The staff may meet and discuss all data received, interview reactions, class assignment, etc. If the student is accepted at this time, a Student Educational Plan is presented, and a general outline of the student's short term and long term goals, covering personal, social, emotional, and academic areas, is determined. If the student is not enrolled, recommendations are made for appropriate placement. This should be included in each student's folder.

4. FORMAL ENROLLMENT

If accepted, the student begins attending classes. Conditions regarding the student's enrollment may be added as necessary.

C. While ninth grade students do not participate in TAAS testing, students will regularly be assessed on their coursework using TAAS formatted questions generated with EducaAid software. Also, students will take the SAT- norm referenced test through Houston Independent School District's testing program. Eligible students will take the End-of-Course Algebra test.

EXECUTIVE COMMITTEE CREDENTIALSSpyros Catechis, Ed.D.

Dr. Catechis, a board certified psychological associate, nationally certified school psychologist, certified chemical dependency specialist and licensed professional counselor, has been in social services since 1969. Additionally, he holds a public school elementary level Texas Teachers Certification.

Since 1981, Dr. Catechis been involved in community service functioning as board member and consultant.

Dr. Catechis is currently Educational Leadership's Executive Director and interim Chief Operating Officer for The Southwest High School.

Nancy Trunk, M.S.

Mrs. Trunk has mathematics teaching certifications in Texas, Louisiana and Wyoming. She has fifteen years of classroom teaching experience; and, has developed district-wide in-service training for over 100 teachers in the Rosenberg school district. Mrs. Trunk's supervision expertise ranges from a directorship to an administrator in the area health services.

Mrs. Trunk is Educational Leadership's Director of Administrative Services.

W. Lou Shields, Ed.D.

Dr. Shields holds certifications as a Professional Administrator; and, a All-Level Health and Physical Education Professional. She has held teaching and administrative positions in: Hedgecroft Hospital, Houston Independent School District (HISD), the University of Houston and Houston Baptist University.

Dr. Shields has published numerous papers regarding behavioral intervention and education in public schools. Dr. Shields has served this community through holding positions on several college and advisory high school boards.

Dr. Shields is Educational Leadership's University liaison.

Each of these members has experience and a proven track record for working directly with students, in at-risk environments, either as counselors, teachers or both.

Dr. Catechis noticed a common thread running through the profiles of many troubled teenagers he was seeing in his Houston psychology practice. He found that many of them would make progress, but flounder and regress upon returning to their schools. A different style of schooling was badly needed by this type of student body.

In 1983, Dr. Catechis began offering a very successful schooling alternative called the Houston Learning Academy (HLA). To-date this teaching concept has grown to five city-wide for-profit campuses. Mrs. Trunk and Dr. Shields were and are involved, today, with that effort.

All three members have been instrumental in the creation of a 2-year successful local charter high school, commissioned through HISD. The educational program follows the same basic quality, results oriented program used in HLA's school campuses. The educational program at SWHS has been created specifically for the Southwest at-risk students in this community.

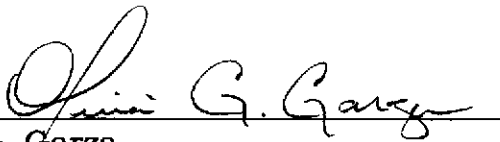
The accepted premise of the school leadership is that: a) a school should meet a community need for their unique learning environment; and, b) the operation of the school should be conducted with professional staff who will embrace change and look for different methods of presenting the learning process.

July 24, 1998

LITIGATION STATEMENT

Educational Leadership dba The Southwest High School

No members of the Executive Committee Board or the Community Advisory Board have been involved or been a party to any litigation, either federal, state or local.

A handwritten signature in cursive script, reading "Olivia G. Garza", is written over a horizontal line.

Olivia G. Garza,
Site Grant Writer
Educational Leadership
The Southwest High School

Educational Leadership
January 30, 1998

Executive Committee Board

Spyros Catechis, Ed. D.	Executive Director Founder, Houston Learning Academy 2400 Augusta, Suite 255 Houston, Texas 77057 713/974-6658	Male Anglo
W. Lou Shields, Ed. D.	Professor Emeritus Houston Baptist University 7706 Braeview Houston, Texas 77071 713/771-8810	Female Anglo
Nancy Trunk, M. S.	Director of Administrative Services Houston Learning Academy 2400 Augusta, Suite 255 Houston, Texas 77057 713/974-6658	Female Anglo

Community Advisory Board

Melba Brown	Coordinator Disabilities/Mental Health Ctr. Lillian Smith Tri-County Child Development 630 FM 1092, Suite 100 Stafford, Texas 7747 281/261-5524	Female African-American
Gerardo Cabrera-Meza, M.D.	Staff Physician Baylor College of Medicine 1 Baylor Plaza Houston, Texas 77030 713/793-3515	Male Hispanic
A. J. Karian, CFP	Certified Financial Planner John L. Skalla & Associates 4265 San Felipe 7 th Floor Houston, Texas 77027 713/968-6170	Male Anglo

Community Advisory Board

APPLICATION

Pedro J. Lecca, Ph. D.

Dean, College of Pharmacy & Health
Sciences
Texas Southern University
3100 Cleburne Avenue
Houston, Texas 77004
713/313-7164

Male
Hispanic

Susan McKinney, B. A.

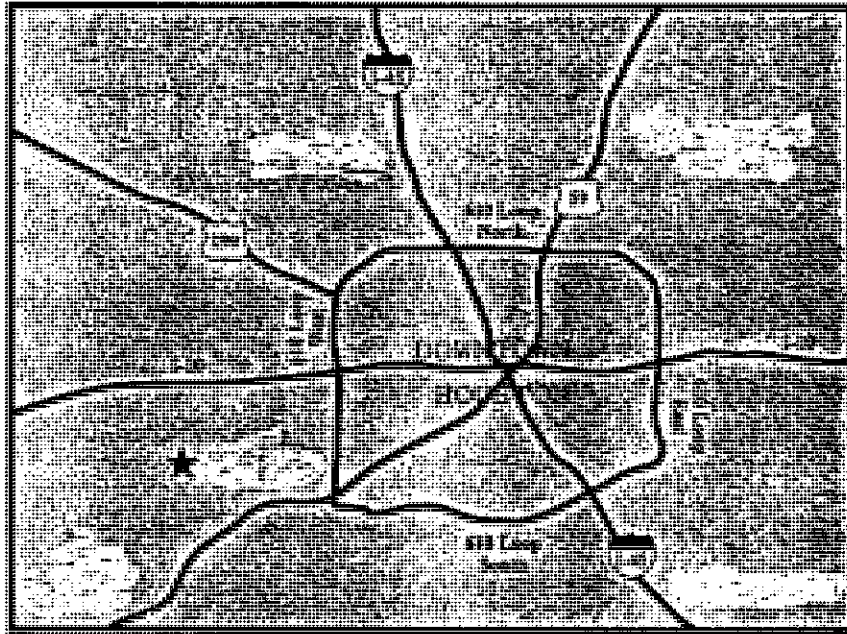
Director of Community & Hospital
Education
Houston Learning Academy
2400 Augusta, Suite 255
Houston, Texas 77057
713/974-6658

Female
Anglo

Howard Washington

Contract Administration
38 26 Palm Street
Houston, Texas 77004
713/522-1993

Male
African-American



The location of Education Leadership's The Southwest High School is located southwest of downtown Houston.

Attachment E

Application for Recognition of Exemption

Under Section 501(c)(3) of the Internal Revenue Code

If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.

A User Fee must be attached to this application.

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

Complete the Procedural Checklist in the instructions.

APPLICATION

Part I Identification of Applicant

1a Full name of organization (as shown in organizing document)		2 Employer identification number (EIN) (If none, see instructions.)	
Educational Leadership, Inc.		applied for	
1b c/o Name (if applicable)		3 Name and telephone number of person to be contacted if additional information is needed	
SOUTHWEST HIGH SCHOOL		Michael G. Shebay (713) 777-4524	
1c Address (number and street)	Room/Suite	4 Month the annual accounting period ends	
2400 Augusta	255	July	
1d City or town, state, and ZIP code		7 Check here if applying under section:	
Houston, Texas 77057		a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k)	
5 Date incorporated or formed	6 Activity codes (See instructions.)	8 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7/23/98	030 046	If "Yes," attach an explanation.	
9 Is the organization required to file Form 990 (or Form 990-EZ)? <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "No," attach an explanation (see instructions).	
10 Has the organization filed Federal income tax returns or exempt organization information returns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.	

11 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING (See Specific Instructions for Part I, Line 11.) Get Pub. 557, Tax-Exempt Status for Your Organization, for examples of organizational documents.)

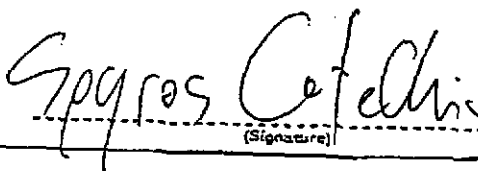
a Corporation- Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.

b Trust- Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.

c Association- Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here  Executive Director 7/23/98

(Signature) (Title or authority of signer) (Date)

Part II Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

See Exhibit B

- 2 What are or will be the organization's sources of financial support? List in order of size.

A. Tuition
B. Individual donations
C. Grants

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

An individual has been hired to apply for grants. The grant application to the Texas Education Agency is included as Exhibit C. No fundraising activities directed towards individual donors have been developed.

48

Form 1023 (Rev. 4-96)

Part II Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.
 Dr. Spyros Catechis, Executive Director
 Marion Catechis, Financial Officer
 Georgia K. Shebay, Non executive Director

b Annual compensation
 To be deter-
 mine later.
 none

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? Yes No
 If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions for Part II, Line 4d.) Yes No
 If "Yes," explain.

5 Does the organization control or is it controlled by any other organization? Yes No
 Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? Yes No
 If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than 501(c)(3) organizations): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees? Yes No
 If "Yes," explain fully and identify the other organizations involved.
 The school will apply for grants, such as, the one to TEA.

7 Is the organization financially accountable to any other organization? Yes No
 If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

Part II Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A."

Classroom furniture, computers, library and teaching aids.

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years? Yes No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? Yes No

b Is the organization a party to any leases? Yes No
If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

Contract for management services will be negotiated after the majority of the board are nonexecutive directors. The anticipated compensation will be based on the number of students & will range from \$120 to \$250 per student.

11 Is the organization a membership organization? Yes No

If "Yes," complete the following:

a Describe the organization's membership requirements and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? N/A Yes No
If "Yes," explain how the charges are determined, and attach a copy of the current fee schedule.

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? N/A Yes No
If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation? Yes No
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? Yes No
If "Yes," explain fully.

Part III Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed? Yes No
If you answer "Yes," do not answer questions on lines 2 through 7 below.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 8.

Exceptions - You are not required to file an exemption application within 15 months if the organization:

- a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church (see instructions);
- b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2 above, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "Yes," your organization qualifies under section 4.01 of Rev. Proc. 92-85, 1992-2 C.B. 490, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 7.

If "No," answer question 4.

4 If you answer "No" to question 3, has the organization been contacted by the IRS regarding its failure to file Form 1023 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "No," your organization is requesting an extension of time to apply under the "reasonable action and good faith" requirements of section 5.01 of Rev. Proc. 92-85. Do not answer questions 5 through 7.

If "Yes," answer question 5.

5 If you answer "Yes" to question 4, does the organization wish to request relief from the 15-month filing requirement? Yes No

If "Yes," give the reasons for not filing this application prior to being contacted by the IRS. See Specific Instructions, Part III, Line 5, before completing this item. Do not answer questions 6 and 7.

If "No," answer question 6.

6 If you answer "No" to question 5, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed? Yes No

7 If you answer "Yes" to question 6 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here and attach a completed page 1 of Form 1024 to this application.

Part III Technical Requirements (Continued)

- 8 Is the organization a private foundation?
 Yes (Answer question 9.)
 No (Answer question 10 and proceed as instructed.)

- 9 If you answer "Yes" to question 8, does the organization claim to be a private operating foundation?
 Yes (Complete Schedule E)
 No

After answering question 9 on this line, go to line 15 on page 7.

- 10 If you answer "No" to question 8, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

- | | | |
|---|---|--|
| a | <input type="checkbox"/> As a church or a convention or association of churches
(CHURCHES MUST COMPLETE SCHEDULE A.) | Sections 509(a)(1)
and 170(b)(1)(A)(i) |
| b | <input checked="" type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B.) | Sections 509(a)(1)
and 170(b)(1)(A)(ii) |
| c | <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital
(MUST COMPLETE SCHEDULE C.) | Sections 509(a)(1)
and 170(b)(1)(A)(iii) |
| d | <input type="checkbox"/> As a governmental unit described in section 170(c)(1). | Sections 509(a)(1)
and 170(b)(1)(A)(v) |
| e | <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one or more of the organizations described in a through d, g, h, or i
(MUST COMPLETE SCHEDULE D.) | Section 509(a)(3) |
| f | <input type="checkbox"/> As being organized and operated exclusively for testing for public safety. | Section 509(a)(4) |
| g | <input type="checkbox"/> As being operated for the benefit of a college or university that is owned or operated by a governmental unit. | Sections 509(a)(1)
and 170(b)(1)(A)(v) |
| h | <input checked="" type="checkbox"/> As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. | Sections 509(a)(1)
and 170(b)(1)(A)(vi) |
| i | <input checked="" type="checkbox"/> As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | Section 509(a)(2) |
| j | <input type="checkbox"/> The organization is a publicly supported organization but is not sure whether it meets the public support test of block h or block i. The organization would like the IRS to decide the proper classification. | Sections 509(a)(1)
and 170(b)(1)(A)(vi)
or Section 509(a)(2) |

If you checked one of the boxes a through f in question 10, go to question 15.
 If you checked box g in question 10, go to questions 12 and 13.
 If you checked box h, i, or j, in question 10, go to question 11.

Part III Technical Requirements (Continued)

11 If you checked box h, i, or j on line 10, has the organization completed a tax year of at least 8 months?

- Yes-Indicate whether you are requesting:
 - A definitive ruling (Answer questions 12 through 15.)
 - An advance ruling (Answer questions 12 and 15 and attach two Forms 872-C completed and signed.)
- No-You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the application.

12 If the organization received any unusual grants during any of the tax years shown in Part IV-A, attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a brief description of the nature of the grant.
none

13 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here and:

- a Enter 2% of line 8, column (e), Total, of Part IV-A.
- b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 13a above.

14 If you are requesting a definitive ruling under section 509(a)(2), check here and:

- a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of a "disqualified person," see Specific Instructions, Part II, Line 4d.)
- b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

15 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.)

	Yes	No	If "Yes," complete Schedule:
Is the organization a church?		X	A
Is the organization, or any part of it, a school?	X		B
Is the organization, or any part of it, a hospital or medical research organization?		X	C
Is the organization a section 509(a)(3) supporting organization?		X	D
Is the organization a private operating foundation?		X	E
Is the organization, or any part of it, a home for the aged or handicapped?		X	F
Is the organization, or any part of it, a child care organization?		X	G
Does the organization provide or administer any scholarship benefits, student aid, etc.?		X	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution?		X	I

Part IV Financial Data

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

A. Statement of Revenue and Expenses

	Current tax year	3 prior tax years or proposed budget for 2 years			(e) TOTAL	
	(a) From to	(b) 19	(c) 19	(d) 19		
R e v e n u e	1 Gifts, grants, and contributions received (not including unusual grants—see instructions)		See	Exhibit	D	3.00
	2 Membership fees received					0.00
	3 Gross investment income (see instructions for definition)					0.00
	4 Net income from organization's unrelated business activities not included on line 3					0.00
	5 Tax revenues levied for and either paid to or spent on behalf of the organization					0.00
	6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)					0.00
	7 Other income (not including gain or loss from sale of capital assets) (attach schedule)					0.00
	8 Total (add lines 1 through 7)	0.00				
	9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22.					0.00
	10 Total (add lines 8 and 9)	0.00	0.00	0.00	0.00	0.00
	11 Gain or loss from sale of capital assets (attach schedule)					0.00
	12 Unusual grants					0.00
	13 Total revenue (add lines 10 through 12)	0.00	0.00	0.00	0.00	0.00
E x p e n s e s	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid (attach schedule)					
	16 Disbursements to or for benefit of members (attach schedule)					
	17 Compensation of officers, directors, and trustees (attach schedule)					
	18 Other salaries and wages					
	19 Interest					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Other (attach schedule)					
	23 Total expenses (add lines 14 through 22)	0.00	0.00	0.00	0.00	54
	24 Excess of revenue over expenses (line 13 minus line 23)	0.00	0.00	0.00	0.00	

Part IV Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)		Current tax year Date 7/23/98	
Assets			
1	Cash	1	
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach schedule)	4	
5	Corporate stocks (attach schedule)	5	
6	Mortgage loans (attach schedule)	6	
7	Other investments (attach schedule)	7	
8	Depreciable and depletable assets (attach schedule)	8	35,500.00
9	Land	9	
10	Other assets (attach schedule)	10	
11	Total assets (add lines 1 through 10)	11	35,500.00
Liabilities			
12	Accounts payable	12	
13	Contributions, gifts, grants, etc., payable	13	
14	Mortgages and notes payable (attach schedule)	14	
15	Other liabilities (attach schedule)	15	
16	Total liabilities (add lines 12 through 15)	16	0.00
Fund Balances or Net Assets			
17	Total fund balances or net assets	17	35,500.00
18	Total liabilities and fund balances or net assets (add line 16 and line 17)	18	35,500.00
If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation <input type="checkbox"/>			

Schedule B. Schools, Colleges, and Universities

1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled student body, and (d) facilities where its educational activities are regularly carried on? [X] Yes [] No
If "No," do not complete the rest of Schedule B.

2 Is the organization an instrumentality of a state or political subdivision of a state? [] Yes [X] No
If "Yes," document this in Part II and do not complete items 3 through 10 of Schedule B. (See instructions)

3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to:
a Admissions? [] Yes [X] No
b Use of facilities or exercise of student privileges? [] Yes [X] No
c Faculty or administrative staff? [] Yes [X] No
d Scholarship or loan programs? [] Yes [X] No
If "Yes" for any of the above, explain.

4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? [X] Yes [] No
Attach whatever corporate resolutions or other official statements the organization has made on this subject.

5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? [X] Yes [] No
If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain.
It has been unnecessary to advertise since our students are selected by their public high school consulars.

b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogues dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of the organization's programs.

6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected to the extent feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff.

7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards.

8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.
b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations.

9a Enter the public school district and county in which the organization is located.
Houston Independant School District; Harris County, Texas

b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? [] Yes [X] No

10 Has the organization ever been determined by a state or Federal administrative agency or judicial body to be racially discriminatory? [] Yes [X] No

If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in the organization's operation, if any, have occurred since then.

SPYROS CATECHIS, ED.D.

Business Address: 2400 Augusta, Suite 255
Houston, Texas 77057

Telephone: (713) 974-6658

Date of Birth: [REDACTED]

EDUCATION

Ed.D. in Education/Psychology, University of Houston, 1978

MS in Psychology, East Texas State University, 1969

BS in Psychology, Stephen F. Austin State University, 1968

PROFESSIONAL CERTIFICATION

- Texas State Board of Examiners of Psychologists
Licensed Specialist in School Psychology
Licensed Psychological Associate
- Texas State Board of Examiners of Professional Counselors
Licensed Professional Counselor
- Diplomate in Behavioral Medicine, American Academy of
Behavioral Medicine
- National Association of School Psychologists, Certified School
Psychologist
- Texas State Board of Examiners of Marriage and Family
Therapists, Licensed Marriage and Family Therapist
- National Registry of Certified Group Psychotherapists,
Certified Group Psychotherapist
- Texas Department of Mental Health and Mental Retardation,
Diagnostic and Evaluation Team Psychology P357

Spyros Catechis, Ed.D.
Page Two

PROFESSIONAL EXPERIENCE

Professional Positions

- 1979 - Present Houston Educational Consultants, Houston, Texas. Founder and Director of Clinical Services. Provides mental health programs for community agencies. Provides psychological testing, individual, group and family therapy, school consultation and inpatient evaluations. Early Childhood testing. Speech and Language Evaluations, and Speech Therapy.
- 1983 - Present Houston Learning Academy, Houston, Texas
Founder and Executive Director
- Established a unique educational setting for underachieving high school students in Houston, Texas. Special attention is given to development and implementation of curriculum needs to six existing campuses.
- Plan short and long term recruitment strategy of faculty to assure attainment of philosophy and goals.
- Maintain liaison with two Universities interfacing with senior professional and administrative officials.
- Accomplish the planning, design, and financial development for six Houston Learning Academy Campuses. Current development of this model to other cities within the state.
- 1998 - Present. Educational Leadership Inc.
Founder and Executive Director. A non-profit entity organized to establish Charter Schools in Houston for secondary students at risk of dropping out of school.

Spyros Catechis, Ed.D.
Page Three

Consultant Positions

- Mental Health Mental Retardation Authority of Harris County
- Community Youth Services, Harris County, Houston, Texas
- William Smith Tri-County Headstart Centers
- Neighborhood Centers Headstart Centers
- Avance Inc. Headstart Centers
- Childrens Assessment Center

ACADEMIC TEACHING EXPERIENCE

1980 - Present Central Michigan University, College of
 Extended learning
 MSA 620, Effective Administration
 and Organizational Behavior
 SED 614 Advanced Educational Psychology
 CED 655 Human Relations Skills

HONORS

- Board Member - Annunciation Orthodox Church
- Past Board Member - Harris County Mental Health Association
- Men of Achievement, 1981
- Men of Achievement, 16 th Edition 1993
- American Hellenic Who's Who in Business and the Professions, 1979
- Who's Who in Houston - The Greater Houston Honor Roll
- Who's Who Among Human Services Professionals - 3rd Edition
- Who's Who in American Education 1992-1993
- Who's Who in the World - 13th Edition
- Who's Who in American Education - 5th Edition
- Who's Who in Medicine and Health Care - 1st Edition
- Who's Who on the South and Southwest - 25th Edition

Spyros Catechis, Ed.D.
Page Four

AWARDS AND RECOGNITIONS

- 1996 Blue Chip Enterprise Initiative Award sponsored by Connecticut Mutual Life Insurance Co., U.S. Chamber of Commerce, and Nation's Business Magazine
- 1994 Recipient of the "Award for Innovative Business Practices" given by Andersen Consulting & The Houston Business Journal
- 1993 Recipient of "The Houston 100" Award, given to Houston's top 100 Organizations

PROFESSIONAL ORGANIZATIONS

- Member - American Psychological Association
- Member - The American Group Psychotherapy Association
- Member - Texas Association of College Admissions Counselors
- National Association of School Psychologists

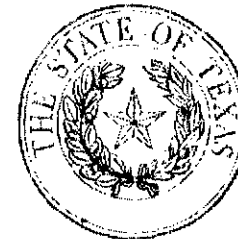
**TEXAS STATE BOARD OF EXAMINERS
OF PSYCHOLOGISTS**

ANNUAL RENEWAL PERMIT

LICENSED PSYCHOLOGICAL ASSOCIATE

THIS DOCUMENT
IS DULY ISSUED
UNDER THE LAWS
OF THE
STATE OF TEXAS

**SPYROS CATECHIS ED.D
2400 AUGUSTA
SUITE 255
HOUSTON, TX 77057**



1-0094

11/30/1999

LICENSE NO.

EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

TEXAS STATE BOARD OF EXAMINERS OF MARRIAGE AND FAMILY THERAPISTS

1100 West 49th Street Austin, Texas 78756

(512) 834-6657

CUT OUT I.D. CARDS AND RETAIN AS INSTRUCTED

DISPLAY CARD "A" WITH LICENSE CERTIFICATE

KEEP CARD "B" WITH YOU

TEXAS STATE BOARD OF EXAMINERS
OF MARRIAGE AND FAMILY THERAPISTS
1100 W. 49th STREET
AUSTIN, TEXAS 78756

A CERTIFICATE OF LICENSURE TO PRACTICE MARRIAGE AND FAMILY THERAPY ISSUED
BY THE TEXAS STATE BOARD OF EXAMINERS OF MARRIAGE AND FAMILY THERAPISTS.

(DO NOT COPY)

LICENSE NO.

EXPIRATION DATE

000346-022908

11/30/1999

Spyros Catechis, Ed.D.
2400 Augusta, Ste. 255
Houston TX 77057

TEXAS STATE BOARD OF EXAMINERS
OF MARRIAGE AND FAMILY THERAPISTS
1100 W. 49th STREET
AUSTIN, TEXAS 78756

A CERTIFICATE OF LICENSURE TO PRACTICE MARRIAGE AND FAMILY THERAPY ISSUED
BY THE TEXAS STATE BOARD OF EXAMINERS OF MARRIAGE AND FAMILY THERAPISTS.

(DO NOT COPY)

LICENSE NO.

EXPIRATION DATE

000346-022908

11/30/1999

Spyros Catechis, Ed.D.
2400 Augusta, Ste. 255
Houston TX 77057



EXECUTIVE DIRECTOR

25734

SIGNATURE OF CARDHOLDER



EXECUTIVE DIRECTOR

25734

SIGNATURE OF CARDHOLDER

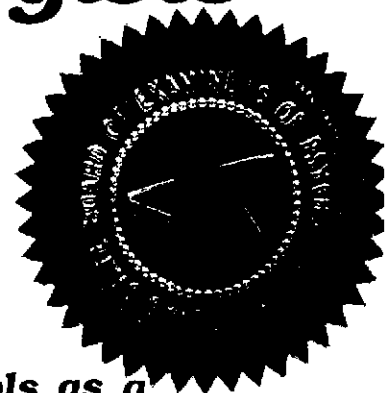


Texas State Board of Examiners of Psychologists

Be it known that

Spyros Catechis, Ed.D.

Having given satisfactory evidence of qualifications as required by the Psychologists' Licensing Act is hereby licensed to practice psychology in Texas public schools as a



Specialist in School Psychology

Given under the hand and seal of the Texas State Board of Examiners of Psychologists this 20th day of February 19 98

Emm Sutter

 Chair

Danny Decker

 Vice Chair

Susan B. Askaniase

Lorraine E. Beckenridge-Sterling

Tom Goldstein

Jane Halchian

Roberta Witt

W.A. My

Denise F. Shade

License No. 30633

Sherry A. Lee

 Executive Director

*Texas Certification Board
of
Alcoholism and
Drug Abuse Counselors
Advises and Certifies That*

Spyros Catechis


Was Originally Certified on

September 1991

As an Accredited and Competent

*Certified Chemical
Dependency Specialist (CCDS)*

*Having Met the Criteria Necessary for Practice in the Field
of Chemical Dependency Provided in
the Board's System for Certification.*



TAAADAC President

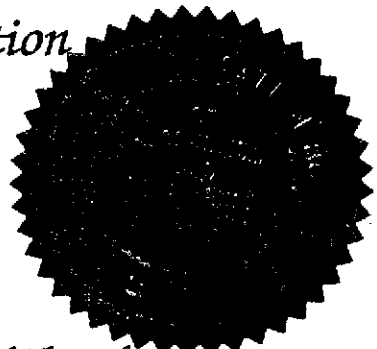


Chair, Certification Board

2115-0991
Certification Number

This Certificate is Valid Through





Nancy Trunk

13811 Bay Tree
Sugar Land, Texas 77478
281-491-1803

Profile

Highly motivated individual with extensive
Teaching / Training / Leadership experience

Education

TEXAS WOMAN'S UNIVERSITY
Master of Science Degree / Health Care Administration

Houston, TX
GPA: 4.0

UNIVERSITY OF NEW ORLEANS
Bachelor of Science / Mathematics
Minor: Special Education

New Orleans, LA

Teaching Certificates for Texas, Louisiana, and Wyoming

Professional Highlights

1997 to
Present

HOUSTON LEARNING ACADEMY
Director of Administrative Services
Provided direct supervision for 5 private school
campuses and one charter school.
Responsible for financial management of all
sites.
Responsible for recruiting, training, and terminating
administrative staff.
Developed staff patterns for all campuses and
Oversaw the implementation.
Supervised writing of grants and state charter
application, amendments as needed to such
documents, and administration thereof.

Houston, TX

1993 to
1997

B. F. TERRY HIGH SCHOOL
Mathematics Teacher
Taught Algebra 1 and Algebra 2
Team Leader for Paced Algebra
Developed curriculum for "Motivational Teaching
Methods," and presented in-service to over 100
teachers.

Nancy Trunk

page 2

- 1988 to 1993 **CHARTER HOSPITAL** Sugar Land, TX
Director of Professional Relations
 Supervised 2 employees in managing Staff Development for 120 employees.
 Implemented Total Quality Management program.
 Conducted staff performance reviews, and documented appraisals.
 Wrote orientation handbook for new professional staff and conducted accompanying in-service.
 Designed and implemented client satisfaction survey.
Director of Education
 Supervised instructional staff of 7 teachers and 1 aide.
 Interfaced with local school officials.
 Functioned as on-site principal.
Day Program Administrator
 Designed and implemented specialty day treatment programs.
 Prepared, monitored, and administered department budgets.
 Served on hospital administrative team, rotated as Administrator on Call.
- 1987 to 1987 **HOUSTON LEARNING ACADEMY** Houston, TX
Program Director
 Supervised and developed instructional staff for 2 campuses and 11 hospital sites.
 Administered operating budgets.
 Negotiated contracts with hospital corporations.
- 1984 to 1987 **WEST OAKS PSYCHIATRIC HOSPITAL** Houston, TX
Instructional Supervisor / Mathematics Teacher
 Supervised educational staff of 12; chaired daily staff meetings; taught all high school math courses.
 Implemented intern program for University of Houston education students.
- 1977 to 1984 **LAMAR C. I. S. D.** Rosenberg, TX
Mathematics Department Chairman / Mathematics Teacher
 Supervised teaching staff; prepared and monitored budgets; controlled inventory of textbooks, teaching supplies, and computers.
 Served as algebra teacher for gifted and talented students; taught vocational math programs for at-risk students.
- 1976 to 1977 **COLISEUM HOUSE** New Orleans, LA
 New Orleans Public Schools
Mathematics Teacher
 Provided math instruction for all secondary level inpatients.
 Handled administrative functions unique to hospital site.

THE PROHIBITING OF REQUIRING OR COERCING TEACHERS TO JOIN GROUPS, CLUBS, COMMITTEES, OR ORGANIZATIONS: POLITICAL AFFAIRS

TCER-014

A 372804

STATUTORY PROVISIONS
(Section 21.904, Texas Education Code)

TEXAS STATE BOARD OF EDUCATION POLICY

Teacher's Copy

6302 Professional Assurances

(a) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator benefiting by the funds provided for in this code shall directly or indirectly require or coerce any teacher to join any group, club, committee, organization, or association.

All professional personnel of the public schools shall be assured of their rights and responsibilities to function in accordance with law. These rights are supported by:

(b) It shall be the responsibility of the State Board of Education to enforce the provisions of this section.

(b) Coercion to join or to be restrained from membership or participation—

(c) It shall be the responsibility of the State Board of Education to notify every superintendent of schools in every school district of the state of the provisions of this section.

Boards of education, superintendents, principals, or other administrators shall not, directly or indirectly, require or coerce any professional educator to join any group, club, committee, organization or association; nor restrain any teacher from participating in political affairs in the community, state, or nation.

(d) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator shall directly or indirectly coerce any teacher to refrain from participating in political affairs in his community, state or nation.

ADMINISTRATIVE PROCEDURE FOR THE POLICY OF THE TEXAS STATE BOARD OF EDUCATION

6302 Professional Assurances

Any board of trustees or professional educator charged with violation of professional assurances, policies, or laws has hearing and appeal privileges as provided in Hearings and Appeals, Policy Series 7100.

The Commissioner of Education reviews any proven violation of Section 21.904 of the Texas Education Code and exercises his authority to cancel the certificate of any person failing to administer the schools in accordance with the laws of the state. Requirement provisions are printed in the Handbook for Local School Officials and are included with each teacher certificate issued.

IMMEDIATE ATTENTION REQUESTED

MRS. NANCY ANN TRUNK
1804 E. LUMA VISTA
VICTORIA, TEXAS 77901

Please read all of the material printed on this form, front and back. Check all entries below for accuracy. Notify this office of any errors by returning this form with a description of the errors.
(Fold on dashed line for display.)

TEXAS TEACHER CERTIFICATE

Certificate Number

466-80-00-44

This certifies that

NANCY ANN TRUNK

Date Processed

01/06/78

has fulfilled the requirements of state law and the regulations of the State Board of Education and is hereby authorized to perform duties as designated below:

Issue Date	Expiration Date	Description of Certificate(s)	
09/28/77	LIFE	PROVISIONAL HIGH SCHOOL - MATHEMATICS	(V-H1-MAT) 01
09/28/77	LIFE	PROVISIONAL MENTALLY RETARDED	(V-SP-MRE) 02



TEXAS EDUCATION AGENCY

NANCY L TRUNK

TEXAS EXAMINATION OF CURRENT ADMINISTRATORS AND TEACHERS

M. L. Brockett
Commissioner of Education

APPLICATION

SSN: [REDACTED]
ID.NO: 0004882

07/24/1997
PAGE: 1

APPLICATION

TRANS TYPE: GRADUATE MASTERS

Nancy Ann Trunk
13811 BAY TREE DR
Sugar Land, TX 77478

TASP READ: NOT TAKEN
TASP MATH: NOT TAKEN
TASP WRITE: NOT TAKEN

MAJOR: 44404 Hlth Care Adm-Hou

TERM: 91/FA CREDIT TYPE: TRANSFER WORK

UNIVERSITY OF NEW ORLEANS
NEW ORLEANS, LA
B.S. DEGREE, JULY 1976

GRADUATE TRANSFER CREDIT
UNIVERSITY OF HOUSTON
VICTORIA, TX - SPRING 1991

MGT TRAN BEHAV MGT SCIENCE 3.00 A UNDER
91/FA TRANSFER WORK ATT: 0.00 ERN: 0.00 CRD: 0.00 GPS: 0.00
GPA: 0.000

TERM: 91/FA CREDIT TYPE: INSTITUTIONAL

BUS 5903 SPECIAL TOPICS 3.00 3.00 0.00 A
FINANCIAL ACCTG
HCA 5023 HEALTH CARE SYS 3.00 3.00 0.00 A

91/FA INSTITUTIONAL ATT: 6.00 ERN: 6.00 CRD: 6.00 GPS: 24.00
GPA: 4.000

TERM: 92/SP CREDIT TYPE: INSTITUTIONAL

HCA 5013 HOSP ORG & OPNS 3.00 3.00 0.00 A
PSY 5903 SPECIAL TOPICS 3.00 3.00 0.00 A
STAT THEORIES

92/SP INSTITUTIONAL ATT: 6.00 ERN: 6.00 CRD: 6.00 GPS: 24.00
GPA: 4.000

TERM: 92/S3 CREDIT TYPE: INSTITUTIONAL

HCA 5043 LEGAL FDN OF HCA 3.00 3.00 0.00 A
HCA 5903 SPECIAL TOPICS 3.00 3.00 0.00 A
RES & POL ANAL

92/S3 INSTITUTIONAL ATT: 6.00 ERN: 6.00 CRD: 6.00 GPS: 24.00
GPA: 4.000

TERM: 92/FA CREDIT TYPE: INSTITUTIONAL

HCA 5113 QUAL ASSURANCE AND RISK MGMT 3.00 3.00 0.00 A

92/FA INSTITUTIONAL ATT: 3.00 ERN: 3.00 CRD: 3.00 GPS: 12.00
GPA: 4.000

TERM: 93/SP CREDIT TYPE: INSTITUTIONAL

HCA 5053 QUAN METH IN HCA 3.00 3.00 0.00 A

SSN: [REDACTED]
 ID.NO: 0004882

07/24/1997
 PAGE: 2

TRANS TYPE: GRADUATE MASTERS

Nancy Ann Trunk
 13811 BAY TREE DR
 Sugar Land, TX 77478

TASP READ: NOT TAKEN
 TASP MATH: NOT TAKEN
 TASP WRITE: NOT TAKEN

MAJOR: 44404 Hlth Care Adm-Hou

	TERM: 93/SP	CREDIT TYPE: INSTITUTIONAL					
HCA 5063	FIN MGMT FOR HCA	3.00 3.00 0.00	A				
93/SP	INSTITUTIONAL	ATT: 6.00	ERN: 6.00	CRD: 6.00	GPS: 24.00		
				GPA: 4.000			
	TERM: 93/FA	CREDIT TYPE: INSTITUTIONAL					
HCA 5263	ADV FINAN MGMT	3.00 3.00 0.00	A				
HCA 5913	INDIVIDUAL STUDY	3.00 1.00 4.00	A				
	LONG TERM CARE						
93/FA	INSTITUTIONAL	ATT: 6.00	ERN: 6.00	CRD: 6.00	GPS: 24.00		
				GPA: 4.000			
	TERM: 94/SP	CREDIT TYPE: INSTITUTIONAL					
HCA 5073	HEALTH CARE PLAN	3.00 3.00 0.00	A				
HCA 5033	HEALTH SERV HUMAN RESOURCES MG	3.00 3.00 0.00	A				
94/SP	INSTITUTIONAL	ATT: 6.00	ERN: 6.00	CRD: 6.00	GPS: 24.00		
				GPA: 4.000			
	TERM: 94/S1	CREDIT TYPE: INSTITUTIONAL					
HCA 5973	PROF PAPER	3.00 1.00 6.00	PR				
94/S1	INSTITUTIONAL	ATT: 0.00	ERN: 0.00	CRD: 0.00	GPS: 0.00		
				GPA: 0.000			
	TERM: 94/FA	CREDIT TYPE: INSTITUTIONAL					
HCA 5933	CAPSTONE SEMINAR IN HCA	3.00 3.00 0.00	A				
HCA 5973	PROF PAPER	3.00 1.00 6.00	PR				
94/FA	INSTITUTIONAL	ATT: 3.00	ERN: 3.00	CRD: 3.00	GPS: 12.00		
				GPA: 4.000			
	TERM: 95/SP	CREDIT TYPE: INSTITUTIONAL					
HCA 5973	PROF PAPER	3.00 1.00 6.00	PR				
95/SP	INSTITUTIONAL	ATT: 0.00	ERN: 0.00	CRD: 0.00	GPS: 0.00		
				GPA: 0.000			
	TERM: 96/FA	CREDIT TYPE: INSTITUTIONAL					
HCA 5973	PROF PAPER	3.00 1.00 6.00	PR				
96/FA	INSTITUTIONAL	ATT: 0.00	ERN: 0.00	CRD: 0.00	GPS: 0.00		
				GPA: 0.000			

SSN: [REDACTED]
ID.NO: 0004882

07/24/1997
PAGE: 3

APPLICATION

TRANS TYPE: GRADUATE MASTERS

Nancy Ann Trunk
13811 BAY TREE DR
Sugar Land, TX 77478

TASP READ: NOT TAKEN
TASP MATH: NOT TAKEN
TASP WRITE: NOT TAKEN

MAJOR: 44404 Hlth Care Adm-Hou

TERM: 97/SP CREDIT TYPE: INSTITUTIONAL
HCA 5973 PROF PAPER 3.00 1.00 6.00 PR
97/SP INSTITUTIONAL ATT: 0.00 ERN: 0.00 CRD: 0.00 GPS: 0.00
GPA: 0.000

TERM: 97/S1 CREDIT TYPE: INSTITUTIONAL
HCA 5973 PROF PAPER 3.00 1.00 6.00 CR
97/S1 INSTITUTIONAL ATT: 3.00 ERN: 3.00 CRD: 0.00 GPS: 0.00
GPA: 0.000

TRANS TYPE: GRADUATE MASTERS

	ATT	ERN	CRD	GR PTS	GPA
INST :	45.00	45.00	42.00	168.00	4.000
TRANS:	0.00	0.00	0.00	0.00	0.000
EXCHG:					
OTHER:					
TOTAL:	45.00	45.00	42.00	168.00	4.000

TRANSCRIPT GRAND TOTALS

	ATT	ERN	CRD	GR PTS	GPA
INST :	45.00	45.00	42.00	168.00	4.000
TRANS:	0.00	0.00	0.00	0.00	0.000
EXCHG:	0.00	0.00	0.00	0.00	0.000
OTHER:	0.00	0.00	0.00	0.00	0.000
TOTAL:	45.00	45.00	42.00	168.00	4.000

LOUISIANA STATE UNIVERSITY IN NEW ORLEANS

82005

NANCY

ANN LEWIS

TRUNK

Descriptive Title of Course	Dept.	Course No.	Grade	Credit Carried	Credit Earned	Q Pts.
UNIVERSITY OF NEW ORLEANS A MEMBER OF THE L.S.U. SYSTEM NAME CHANGED FEBRUARY 2, 1974						
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.
974-75 ED-4 4700 BIOLOGY	BIOS	1013	A	3	3	12
BIOLOGY LAB	BIOS	1031	A	1	1	4
INSTRUCTION	EDFR	3610	A	2	2	8
CORRECTION	EDSP	2600	A	3	3	12
LOGIC	MATH	2511	A	3	3	12
PSYCHOLOGY	PSYC	2110	A	3	3	12
				15	15	60
				15	15	60
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.
75 ED-4 4250 MATH RETRO	EDSP	3150	A	3	3	12
PHYSICAL RETRO	EDSP	4110	A	3	3	12
PSYCH	PSYC	2120	A	3	3	12
				9	9	36
				24	24	96
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.
15-76 ED-4 4250 S SCH MATH	EDCI	3240	A	2	2	8
PHYSICAL EDUC	EDHS	2500	A	1	1	4
EXC CHLDREN	EDPE	4720	A	3	3	12
	EDSP	3980	A	3	3	12
	MATH	2115	A	3	3	12
				12	12	48
				36	36	144

Soc. Sec. No. [REDACTED] Resident Status RESIDENT
 Date of Birth [REDACTED] Place of Birth Austin, Texas
 Secondary School Bloomington High School, Bloomington, Texas
 Date Grad. From Sec. School 05/66 Date Admitted To LSUNO JAN 1975

Date of Graduation from LSUNO Degree Major Program
 July 30, 1976 B. S. Mathematics Education

Transfer Credits From Sam Houston State University (1967-69), Victoria College (1966-67), University of Texas-Austin (1967-69)

Course	Sem. Hrs.	Notes
English 1157.1158.	6	August, 1976: Accepted to the Graduate School on basis of records on file.
Good Read	3	
Lit	3	
Latin 1001.	3	
History 2501.2502.	6	
Political Science 2151.2700.4310.4700.	12	
Am Pol Part Texas	3	
Sociology 2051.	3	
Earth Sciences 1001.1003.1002.1004.	6	
Math 1111.1112.2111.2112.	18	
Thry Numb	3	
Topics Mod Mth	6	
Physics 2031.2032.2033.2034.	8	
Education 2051.3200.	6	
Fnd Ed Tht Prac Mod Sec	3	
H&PE-Activity	4	
	<u>101</u>	

NOTE: Hours Scheduled 101
 Hours Earned 101
 Quality Points 707

APPLICATION

71

(QVFN)

Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.	Descriptive Title of Course	Dept.	Course No.
1973-76 ED-4 0250 ING SEC SCH CEP CHILDREN EDUC	EDCI	3920	P		6				
	EDSP	4000	A	3	3	12			
	FA	2373	A	3	3	12			
				6	12	24			
				42	48	168			
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.	Descriptive Title of Course	Dept.	Course No.
976 ED-4 4250 EDUC.	FA	2374	A	3	3	12			
				3	3	12			
				45	51	180			
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.	Descriptive Title of Course	Dept.	Course No.
1976-77 GR-6 8400 LEARN DISABL	EDSP	4310	A	3	3	12			
				3	3	12			
				3	3	12			
Descriptive Title of Course	Dept.	Course No.	Grade	CREDIT CARRIED	CREDIT EARNED	Q Pts.	Descriptive Title of Course	Dept.	Course No.
976-77 GR-6 502064 LEARNING DI	EDSP	6320	B	3	3	9			
				3	3	9			
				6	6	21			

72

APPLICATION

Peter E. Griffiths

10034 Quiet Hill, La Porte, TX 77571

Home Phone 281-470-8483

Email: **JOB OBJECTIVE:**

To be established in an employment opportunity that will benefit from my scholastic experience, my political knowledge and creative abilities.

ACCOMPLISHMENTS**Houston Can! Academy**

Helped with the establishment of Houston Can! Academy. Planned layout of the building. Developed the instructional program of the Academy. Named Principal in Fall, 1998. Promoted to Director, May 1998.

Appointed head of the Houston Area Charter School Association.

Organized the Houston Can! Academy Boxing Club with the Progressive Amateur Boxing Association, the Houston Can! Academy Parent Teacher Organization (PTO), the school's Education Management Team, and the school's Discipline Committee.

City of La Porte

Elected as City Councilman At-Large A in May, 1998. Youngest and first Hispanic to be elected to City Council.

Serve on the La Porte 2000 Comprehensive Steering Committee, Boardmember on the La Porte Neighborhood Center, Inc., the Tax Increment Refinance Zone City Council Subcommittee and the City of La Porte Taxing Corporation.

Highpoint High School-East

One of the original implementers of Highpoint High Alternative School in the fall of 1994. Involved in the development, planning, and implementation of school operations.

WORK HISTORY

April 1999-Present Director, Houston Can! Academy

Responsible for the school's administration, including TEA rules, regulations and submissions, promotion of the program in the community and public relations.

May 1998-April 1999 Principal, Houston Can! Academy

Established a first-year charter school. Developed and directed school operations. Responsible for school's initial start up and development of all school programs.

1994-1998 High School Social Studies Curriculum Coordinator, High Point High
Responsible for the curriculum of all social studies programs taught at the high school.

January 1993- May 1993 Legislative Assistant Intern, State Representative Mike Jackson. Responsible for constituent concerns and research of legislative issues during the session.

EDUCATION

1997-Present Mid-Management Certification and Masters of Education Program,
University of Houston - Clear Lake

1995-1997 Teacher Certification, Composite Social Studies, **University of Houston
- Clear Lake**

1990-1994 Bachelor of Arts; Major: Political Science. Minor: History. **University
of Texas at Austin.**

INTERESTS

Phi Delta Kappa
Professional Education Fraternity

Masonic Lodge of Deer Park
Charitable Fraternity

Knights of Columbus of La Porte
Charitable Fraternity

PRESENTATIONS

April 1999 Texas Charter School Resource Center Convention, San Antonio.

February 1999 Texas Association of Alternative Education Conference, Houston.

December 1998 North Forest Rotary Club, Galena Park

December 1997 HISD Mid-Winter Alternative Education Conference, Houston.

July 1997 TASA/TASB Summer Educational Conference, Austin.

SERVICE

Member of the Houston Hispanic Chamber of Commerce. Member of the Education
Committee.

Founding member of the Eastside Exchange Club.

PERSONAL

Bilingual in Spanish



OFFICIAL TRANSCRIPT
UNIVERSITY OF HOUSTON-CLEAR LAKE

2700 Bay Area Boulevard
Houston, Texas 77058
(281) 283-2549

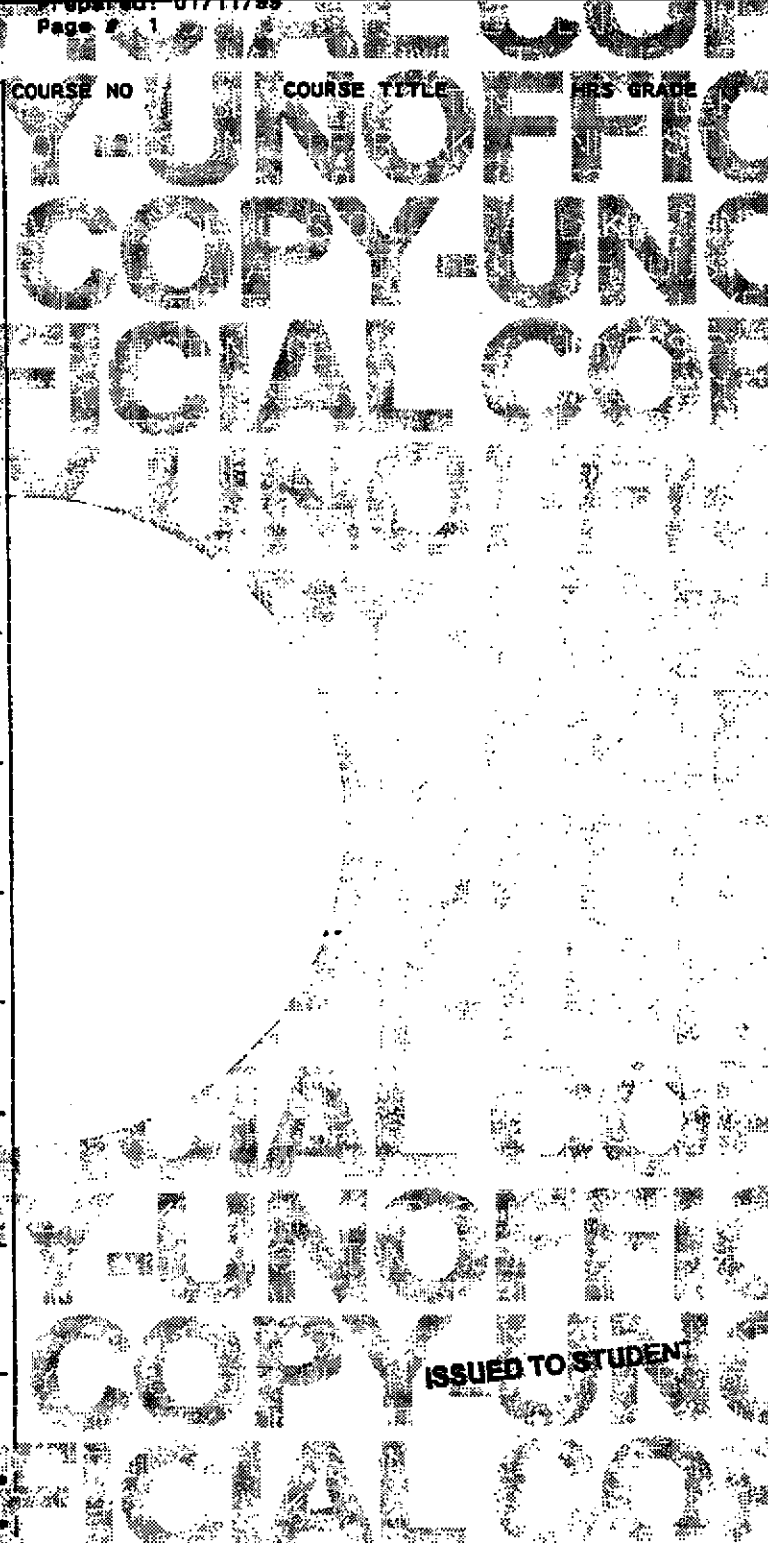
APPLICATION

NOTE: This Transcript Is Not Official Unless Printed On Secure Paper With A Laser Printed Seal And Registrar's Signature. The Student Is In Good Standing And Eligible For Re-entry Unless Otherwise Stated.

Updated: 07/11/89
Page 1

COURSE NO	COURSE TITLE	HRS	GRADE
Transferred From			
TEXAS AT AUSTIN, U OF		1990-94	BS
SAN JACINTO C CENTRAL CAM		1981-90	
G/ND SPRING 1995			
EDUC 5130	COGNITION AND INSTRUCTION	3	A-
SILC 6080	SOCIAL AND CULTURAL DIVERSITY	3	A-
(SHR: 6 GPA: 3.667) (THR: 6 GPA: 3.667)			
G/ND SUMMER 1995			
GEOG 5931	TOPIC: WILDLIFE ECOLOGY	3	B
INST 6031	EDUC APPLICATIONS OF TECHNOLOGY	3	A
(SHR: 6 GPA: 3.500) (THR: 12 GPA: 3.584)			
G/ND FALL 1995			
TCED 4530	SECNDRY CURRIC & CLASRM MNGMNT	3	B+
TCED 4835	CONTENT READING & STUDY SKILLS	3	B
(SHR: 6 GPA: 3.187) (THR: 18 GPA: 3.445)			
G/ND SPRING 1996			
PSYC 4135	ADOLESCENT PSYC	3	B
TCED 4631	METHODS IN SCNDRY SOC STUDIES	3	B+
(SHR: 6 GPA: 3.187) (THR: 24 GPA: 3.375)			
G/ND SUMMER 1996			
GEOG 5931	TOPIC: GLOBAL & ENVIRONMENTAL	3	C
GEOG 5931	TOPIC: GLOBAL & ENVIRONMENTAL	3	C
(SHR: 6 GPA: 2.000) (THR: 30 GPA: 3.100)			
G/ND FALL 1996			
EDUC 4132	PROFESSIONAL SEMINAR	3	B+
(SHR: 3 GPA: 3.333) (THR: 33 GPA: 3.121)			
G/ND SPRING 1997			
EDUC 4931	TOPIC: INTRO TO ASSESSMENT	3	B
(SHR: 3 GPA: 3.000) (THR: 36 GPA: 3.111)			
G/ND FALL 1997			
ADSL 6030	INTRO TO EDUC LEADERSHIP	3	A
EDUC 6032	STATISTICS AND MEASUREMENT	3	A-
(SHR: 6 GPA: 3.834) (THR: 42 GPA: 3.214)			
G/DS SPRING 1998			
ADSL 6233	PRINCIPALSHIP	3	A-
EDUC 6033	RESEARCH DESIGN AND ANALYSIS	3	C+
(SHR: 6 GPA: 3.000) (THR: 48 GPA: 3.188)			
G/DS FALL 1998			
ADSL 6436	SCHOOL BUSINESS MANAGEMENT	3	A
(SHR: 3 GPA: 4.000) (THR: 51 GPA: 3.235)			

***** End of Transcript *****



ISSUED TO STUDENT

75



Darrell L. Banks
Darrell L. Banks, Registrar
University of Houston-Clear Lake

Texas Teacher Certificate

This certifies that

Peter Edward Griffiths

has fulfilled requirements of state law and regulations of the State Board for Educator Certification and is hereby authorized to perform duties as designated below:

PROVISIONAL

Description

Secondary Social Studies Composite (Grades 06-12)

Issue Date

05/10/1997

Expiration Date

Life

Jan E. Neh
Chairman

Mark Little
Executive Director

CERTIFICATIONS REQUIRED:

Need has not been established for an ESL certified teacher. MS.
Lynne Albert is ESL certified in the State of Georgia, and is currently
seeking reciprocal certification in the State of Texas.

APPLICATION

THE PROHIBITING OF REQUIRING OR COERCING TEACHERS TO JOIN GROUPS, CLUBS, COMMITTEES, OR ORGANIZATIONS; POLITICAL AFFAIRS

372804

STATUTORY PROVISIONS
(Section 21.904, Texas Education Code)

TEXAS STATE BOARD OF EDUCATION POLICY

T-CER-014

78

(a) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator benefiting by the funds provided for in this code shall directly or indirectly require or coerce any teacher to join any group, club, committee, organization, or association.

(b) It shall be the responsibility of the State Board of Education to enforce the provisions of this section.

(c) It shall be the responsibility of the State Board of Education to notify every superintendent of schools in every school district of the state of the provisions of this section.

(d) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator shall directly or indirectly coerce any teacher to refrain from participating in political affairs in his community, state or nation.

6302 Professional Assurances

All professional personnel of the public schools shall be assured of their rights and responsibilities to function in accordance with law. These rights are supported by:

(b) Coercion to join or to be restrained from membership or participation--

Boards of education, superintendents, principals, or other administrators shall not, directly or indirectly, require or coerce any professional educator to join any group, club, committee, organization or association; nor restrain any teacher from participating in political affairs in the community, state, or nation.

ADMINISTRATIVE PROCEDURE FOR THE POLICY OF THE TEXAS STATE BOARD OF EDUCATION

6302 Professional Assurances

Any board of trustees or professional educator charged with violation of professional assurances, policies, or laws has hearing and appeal privileges as provided in Hearings and Appeals, Policy Series 7100.

The Commissioner of Education reviews any proven violation of Section 21.904 of the Texas Education Code and exercises his authority to cancel the certificate of any person failing to administer the schools in accordance with the laws of the state. Requirement provisions are printed in the Handbook for Local School Officials and are included with each teacher certificate issued.

IMMEDIATE ATTENTION REQUESTED

MRS. NANCY ANN TRUNK
1804 E. LOMA VISTA
VICTORIA, TEXAS 77901

Please read all of the material printed on this form, front and back. Check all entries below for accuracy. Notify this office of any errors by returning this form with a description of the errors.
(Fold on dashed line for display.)

TEXAS TEACHER CERTIFICATE

Certificate Number

466-60-04-44

NANCY ANN TRUNK

Date Processed

01/06/78

has fulfilled the requirements of state law and the regulations of the State Board of Education and is hereby authorized to perform duties as designated below:

Issue Date	Expiration Date	Description of Certificate(s)
09/28/77	LIFE	PROVISIONAL HIGH SCHOOL - MATHEMATICS
09/28/77	LIFE	PROVISIONAL MENTALLY RETARDED

(V-HI-MAT) 01

(V-SP-MRE) 02



TEXAS EDUCATION AGENCY

NANCY L TRUNK

TEXAS EXAMINATION OF CURRENT ADMINISTRATORS AND TEACHERS

M. L. Brockette

Commissioner of Education

NAME _____
DATE _____**SOUTHWEST HIGH SCHOOL
JOB DESCRIPTION AND EVALUATION FORM**

Position: Teacher
Qualification: Degree
Supervisor: Program Director

Responsibility: The role of the teacher in responding to the unique needs of the individual student, is to interact effectively with each component of the educational setting within the frame work of the philosophy and objectives established by school policy, consistent with statutes and standards of regulatory agencies, and in accordance with administrative regulations and procedures, to create an educational environment which is conducive to learning, provides opportunities, strengthens areas of weakness, and extends positive values to each facet of life.

Explanation: The criteria below are performance expectations of teachers. These criteria will be considered in staff development and contract renewal for teachers. Performance information relating to these and other reasons for non-renewal of contracts may be documented in supplemental memoranda by the Principal.

Each of the following criteria should be evaluated each school year. Areas that are evaluated as "needs improvement" may be supported by written comments on this forms and by supplemental documentation when appropriate, describing the nature of the problem.

POSITION RESPONSIBILITIES/EXPECTED PERFORMANCE

	Outstanding			Needs Improvement	
1. <u>Instructional Strategies</u>					
a. Provides opportunities for students to participate actively and successfully.	1	2	3	4	5
b. Evaluates and provides feedback on student progress.	1	2	3	4	5
c. Organizes materials and students.	1	2	3	4	5
d. Maximizes amount of time available for instruction.	1	2	3	4	5
e. Manages student behavior.	1	2	3	4	5
f. Presents information accurately and correctly.	1	2	3	4	5
g. Uses strategies to motivate students for learning.	1	2	3	4	5
h. Interacts and communications with parents.	1	2	3	4	5
i. Provides an opportunities for students to exhibit an acceptable level of academic progress.	1	2	3	4	5
2. <u>Exhibits Punctuality</u>					
a. Is on time to assignments.	1	2	3	4	5
b. Arrives and departs from work at designated time.	1	2	3	4	5
c. Turns in paperwork neatly and on time.	1	2	3	4	5
3. <u>Practices Safety</u>					
a. Takes precautions to protect students.	1	2	3	4	5
b. Takes precautions to protect equipment and facilities.	1	2	3	4	5
c. Takes precautions to protect materials.	1	2	3	4	5

APPLICATION

	Outstanding			Needs Improvement	
4. <u>Enforces Regulations</u>					
a. Assists in enforcing school regulations.	1	2	3	4	5
b. Assists in enforcing administrative regulations.	1	2	3	4	5
c. Assists in enforces school policy.	1	2	3	4	5
5. <u>Demonstrates Professionalism</u>					
a. Maintains a professional relationship with colleagues.	1	2	3	4	5
b. Maintains a professionak relationship with the public.	1	2	3	4	5
c. Enrolled stuents are supervised at all times, except in emergencies.	1	2	3	4	5
d. Communications regarding class or school activities are approved by the Program Director prior to dissemination.	1	2	3	4	5
e. Is ethical and professional when discussing students and school business.	1	2	3	4	5
f. Is well groomed, neat and appropriately dressed.	1	2	3	4	5
g. Exhibits maturity and emotional control.	1	2	3	4	5
h. Demonstrates willingness to use evaluations and appraisals as a basis for modifying performance.	1	2	3	4	5
i. Provides complete and accurate information or facts to supervisors in the conduct of school business.	1	2	3	4	5
i. Performs other duties as assigned.	1	2	3	4	5
6. <u>Maintains Records</u>					
a. Is responsible for receiving and maintaining study materials and teaching supplies	1	2	3	4	5

	Outstanding Needs Improvement				
	1	2	3	4	5
b. Is responsible for receiving and maintaining textbooks	1	2	3	4	5
c. Is responsible for receiving and maintaining classroom equipment	1	2	3	4	5
d. Is responsible for receiving and maintaining a current inventory	1	2	3	4	5
7. <u>Plans for Instruction</u>					
a. Lesson plans show a planned approach to objectives and essential elements	1	2	3	4	5
b. Lesson plans reflect effective use of texts, supplemental material, and resources	1	2	3	4	5
c. Order and sequence of subject matter as described in the district's curriculum guide is followed	1	2	3	4	5
d. Attractive displays and meaningful bulletin board(s) are visible	1	2	3	4	5
8. <u>Evaluates Student Progress</u>					
a. Teacher has records to justify grades	1	2	3	4	5
b. The teacher administers different types of tests such as oral, written performance essay and/or objective	1	2	3	4	5
9. <u>Student Performance</u>					
a. Academic performance is clearly indicated.	1	2	3	4	5
b. Students demonstrate mastery of TEKS at the appropriate grade level	1	2	3	4	5

**PROPOSED TEACHER PAY SCALE
SOUTHWEST HIGH SCHOOL
1999 – 2000**

	BA / BS	BA / BS with Certification	M.ED / MA / MS	M.Ed / MA / MS With Certification
0 – 1 years	\$25,000	\$27,500	\$26,500	\$29,000
2 – 4 years	\$25,750	\$28,325	\$27,295	\$29,870
5 – 7 years	\$26,525	\$29,175	\$28,115	\$30,765
8 – 10 years	\$27,320	\$30,050	\$28,960	\$31,690
11 – 15 years	\$28,140	\$30,950	\$29,830	\$32,640
16 – 20 years	\$28,985	\$31,875	\$30,725	\$33,620

- **\$1,000 bonus for degreed and certified math and English teachers**
- **\$1,500 bonus for Lead Teacher**
- **\$1,000 bonus for ESL certification**
- **\$1,000 bonus for special education certification**

ADMINISTRATOR PAY SCHEDULES:

Yearly compensation for administrative personnel is submitted to the Board of approval. The current salaries for administrative staff are:

Nancy Trunk	Superintendent of Schools	\$57,000
Peter Griffiths	Principal	\$45,000
Lynda Tufty	Student Advocate	\$42,500
Sheila Miller	PEIMS Coordinator	\$25,000
Carolyn Cantu	Registrar	\$23,5000

**Southwest High School
Standard Operating Procedures
Handbook
1999-2000**

Welcome to Southwest High School! Southwest High School is pleased to have you as a member of its staff. Regardless of your particular position, each of you represents a vital link in the educational process of our students.

The information in this Handbook reflects the policies, procedures and requirements in effect at the time of printing. The State Board of Education (SBOE), Texas Education Agency (TEA), Southwest High School Board of Trustees and the administration have the authority to change policies, procedures, etc. as events or laws may dictate.

The Handbook is intended to provide all staff with the necessary guidelines for performing your duties in an orderly, consistent and fair way. This Handbook is a supplement to Southwest High School, Personnel Policies and Procedure Manual. Together, these two documents along with the Student /Parent Handbook should provide most of the procedures you need to function effectively as a Southwest High School staff member. Questions, which cannot be answered by consulting one of these three documents, should be referred to the appropriate administrator.

Never hesitate to ask questions or request help! We are all in this endeavor together - we are a TEAM constituted to benefit our students.

Best wishes for a successful tenure at Southwest High School.

**SOUTHWEST HIGH SCHOOL
STANDARD OPERATING PROCEDURES
ACKNOWLEDGEMENT**

Every staff member needs to be thoroughly familiar with the policies and procedures contained in this handbook. Therefore, please accept the responsibilities of reading the entire Handbook within five days of receiving is so that you will fully understand its contents as possible. Do not hesitate to request clarification on any item needing further explanation.

"I have received and reviewed a copy of the Southwest High School Standard Procedures Handbook for 1999-2000. I understand that the handbook contains information I may need during the school year."

Return this signed acknowledgment to the Administration Office as soon as you have read the Handbook.

Staff Member's Signature

Date: _____

ATTENDANCE RESPONSIBILITIES OF TEACHERS

Teachers must check attendance each class period each day. Teachers are responsible for checking attendance, recording absences and tardies, and following through with appropriate attendance document. Excused, unexcused, and extracurricular absences must be documented. A student must be in attendance at least 3-5 minutes during a class period in order to be counted present. Absences are either excused or unexcused and must be recorded accordingly. All absences must comply with the Southwest High School Attendance Policy.

ATTENDANCE SIGN-IN

All staff must personally "sign-in" every day by 7:45 a.m. The same procedure is Required for signing out. Upon arriving in the morning, go directly to the office and indicate your time of arrival on the sign-in sheet. **You will not be counted present until you sign-in.**

Sign-out time is 2:45 p.m. providing students have cleared the campus. **You may not allow another staff member to sign in or out for you.** The employee Sign-In Sheet is a legal document and signing for another person constitutes a violation of school board policy, which could result in reprimand or termination.

ACCIDENTS

Students

An accident or injury will be filled out for all accidents involving students. All accidents are to be reported immediately on appropriate forms.

Employees

An "Investigation Report for Employee Accident and Injury" must be filled out as soon as possible. Injuries must be reported immediately. **Do not wait until physical evidence of the accident or injury begins to appear.**

Both of the above reports are to be submitted to the principal's office immediately. Minor injuries are to be handled by the teacher in the classroom.

Major Accidents:

1. The person discovering the accident should remain with the victim and send someone else for assistance. The principal should be notified immediately.

2. The principal or counselor will call the parents or guardian while first aid is being administered. The principal will discuss with the parent or guardian measures to be taken
3. **Transporting Students:**
 - A. Administration will obtain transportation to a medical facility if indicated.
 - B. Parents may wish to transport their child to a medical facility.
 - C. When either the parent or individual indicated to "contact in case of emergency" is not available, the school will call for a city ambulance.
4. The principal or secretary will notify the superintendent of the incident.

ADDRESS/PHONE CHANGES

When changes in address or phone numbers occur, staff should immediately notify the Administration Office.

CHILD ABUSE

Chapter 34 of the Texas Family Code requires that suspected child abuse be reported. (See Southwest High School Policies and Procedures). Southwest High School will cooperate with the Harris County Children's Protective Services and other agencies in the development of informational materials for all personnel to inform them of their responsibilities related to child abuse.

Responsibility of Southwest High School Personnel

The following procedures will be followed in reporting suspected child abuse:

1. Inquire of counselors and teachers if prior abuse reports were filed on the child in question.
2. Following appropriate information gathering, staff member will prepare the "Report of Suspected Child Abuse".
3. Nothing in the policy is intended to prevent a Southwest High School staff Member from reporting directly to the Harris County Children Protective Services. Remember that it is a misdemeanor not to report suspected child abuse, under penalty of a fine or jail sentence or both.
4. Send a copy of your report to the campus principal in an envelope marked "Confidential". Appraise both the principal and the person with whom you are working that you have communicated with the other one.

Southwest High School personnel will allow the Texas Department of Human Resources and Harris County Children's Protective Services (SPS) personnel to Conduct an interview with a subject child on school property. School personnel Are not required to inform the parent or to secure their consent to the interview. If CPS workers determine that the student needs to be removed into their protective custody, school personnel may release the child to them. Southwest High School personnel must request the identification of the CPS worker's supervisor and must contact the supervisor to verify identity and authority. Southwest High School personnel shall document the incident in writing to his/her appropriate line supervisor within five school days of the incident.

Completing the report

Texas State Law states any person who knowingly fails to report a suspected child abuse or neglect case commits a misdemeanor. Therefore, reports are to be made orally and in writing to the CPS, 5100 S.W. Freeway, and Houston, TX 77006; Telephone (713) 626-5701. By completing the reporting form, Southwest High School personnel will be discharging the required responsibility under the law.

Use the following procedure:

1. Complete as much information as is available to you. If you do not know the answer to a question, enter "Unknown".
2. Under identifying information, enter the full name of the child, birthdate or approximate age, and residence address. Enter the name(s) of parent(s) or other person responsible for the child's care and indicate the named person's relationship.
3. Indicate when and where the child may be seen.
4. Identify the type of suspected abuse or neglect; check all types that may apply.
5. Identify time, place and condition which prompted filing of the report. Include symptoms, appearances or actions that brought this child's condition to your attention. Indicate the severity of the child's condition and other pertinent information.
6. The person making the report should sign and date the form. Include your title and that you are a Southwest High School employee; give telephone numbers and an address where you can be reached. Persons reporting pursuant to the law are immune from liability if the report is not made in bad faith or with malice.

7. The reporting form shall be completed in duplicate no later than five days following observation. The original is to be mailed to Harris County Children's Protective Services. A copy is sent to the school's principal in an envelope marked "Confidential". Apprise both the principal and the person with whom you are working that you have communicated with the other one. The second copy is filed with The Office of Superintendent. The third copy is filed (if you wish) in a confidential safe file.

Three part NCR forms are available from the administrative assistant. Please contact the principal for further assistance.

COPY MACHINE

A copier is available to all staff. Staff is free to use the copy machine as needed, But try to be conservative and make double-sided copies when possible. Please copy only papers pertinent to you work at Southwest High School. If you need to make a personal copy, there is a charge of ten (10) cents per copy. Please give money to the registrar.

Limits for use of the copiers are:

- Not more than 30 sheets in a collated set
- Not more than 10 sets of any collated document
- Not more than 100 sheets of a one page, single or doubled-sided Document

Quantities in excess of these limits should be sent to a print shop. The principal's approval is needed before sending printing to an outside shop.

DISASTERS

During the year, disasters such as hurricanes and floods can cause the closing of schools. In such cases Southwest High School employees should follow these procedures:

1. Refer to the Emergency Tree.
2. Report to Southwest High School campus if possible.
3. If you are unable to get to work, contact your supervisor as soon as possible to apprise him/her of your situation.
4. All employees are expected to come to work when conditions have cleared and driving is safe, unless you are advised to remain at home for the remainder of the day by the administration.

DISCIPLINE REFERRALS

1. When referring a student to a counselor, send the referral form and the student to the counselor at the same time.

2. Pay close attention to the details of what happened, either describing the event or activity; write exactly what happened or what was said. If profanity was used, quote exactly what the student said and whether or not the profanity was excessive and personally directed towards you or a student. Only what you saw or heard is relevant, otherwise it is hearsay evidence.
3. Indicate the number of warnings given to the student before the referral was written.
4. Try to be proactive regarding behavior problems rather than reacting to events or behavior.

Examples of writing referrals are listed below:

Disruption of Class

Johnny Doe was talking out loud even after being instructed several times not to talk. He was disrupting my presentation to the rest of the class. I warned him that I would write him a discipline referral and have him removed from my classroom. Johnny continued to talk and disturb his fellow students by making aside remarks to other students and passing notes. I warned him a second time. On the third warning, I removed Johnny from my class.

Disorderly Conduct

(Write down exactly what the student said) Johnny Dow was talking out loud disturbing my class. When I warned him that I would write him a discipline referral, the student replied, "I don't give a fuck what you write." Students giggled and waited for my response. I removed Johnny from my classroom.

Criminal Mischief or Theft

(Write what you actually saw.) I saw Johnny Doe write gang graffiti on the wall of my classroom or I saw Johnny Doe break a desk or I saw Johnny Doe put an object into the hard drive of Computer 15 in my classroom making it dysfunctional.

Dress

Since all employees of Southwest High School reflect the standards of the education profession, good taste in grooming is expected as part of our professional responsibility. Casual dress is allowed on Thursdays. However, maintain high standards of appropriate neatness and dress; wearing a Southwest High School shirt is appropriate on causal day.

Drug Usage

Teachers who observe a student under the influence of drugs/alcohol should report the incident immediately to the principal.

Procedure for Reporting:

1. A student reported to the counselor for appearing to be under the influence of drugs should be directed to the person designated to perform the rapid eye test and/or other drug screening.
2. If a student does not pass the drug-screening test, the test results should be reported to the principal. The principal will contact the parent, requesting the parent pick up the student and have the student drug tested by professionals prior to returning to Southwest High School.
3. When the student returns to Southwest High School with the results of the drug tests, the principal will refer the student to the counselor. The counselor will make further recommendations to the parent regarding drug treatment availability.

EMERGENCY PROCEDURES

Emergency procedures in the building will proceed according to the outline given below. In the event of an emergency, the first available school personnel and/or administrator will respond. Response will be to the following.

1. Security
2. Administration
3. Other

Procedures:

1. Staff sends a student to the principal's office indicating the nature of the emergency.
2. The principal will notify other administrators and security.
3. Secretary will make the following announcement: "**Code 10 is now in effect**". Principal and security will report to designated areas immediately.
4. The nurse will be on alert in her office and await specific instructions.
5. Teachers will continue teaching.
6. All students will be kept in the classrooms; no permits will be issued.
7. In the event that an emergency occurs during a lunch period, teachers eating lunch and those assigned to duty will contain the students in the student lounge.
8. Teachers having a conference period at the lunch period will report immediately to the office for instructions.

EMPLOYEE FILE PROCESSING

When an applicant becomes an employee, the interviewer should indicate the materials needed to complete his/her employee file.

Materials to be submitted either before or on the first day of employment include:

Application	Resume/Vita Beneficiary
Designee Form (TRS)	Social Security Card(copy)
Employment Agreement signed and returned	Teacher Retirement Form
Criminal Record Check	Transcript
Driver's License (copy)	Verification of Employment
W-4 Form	Worker's Compensation
I-9 Form	
License/Certification (original/copy)	

ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS

Southwest High School employees will adhere to the code of ethics and standard practices for Texas educators. The Texas educator, in accepting a position of public trust, should measure success by the progress of each student toward realization of his/her potential as an effective citizen.

1. The educator shall deal consistently and justly with each student and shall seek to resolve problems including discipline according to law and school board policy.
2. The educator shall not intentionally expose the student to disparagement.
3. The educator shall not reveal confidential information concerning students unless disclosure serves professional purposes or is required by law.
4. The Educator shall make reasonable effort to protect the student from conditions detrimental to learning, physical health, mental health or safety.
5. The educator shall endeavor to present facts without distortion.
6. The educator shall not unfairly exclude a student from participation in a program, deny, sex, handicap, national origin or martial status.
7. The educator shall not unreasonably restrain the student from independent action in the pursuit of learning or deny the student access to varying points of view.

EVALUATION

Performance of this job will be evaluated annually by the campus principal.

FACULTY MEETING & STAFFING

Faculty meetings will be held each Tuesday from noon-1 p.m.; all teachers and counselors are expected to attend. The purpose of the faculty meeting is to share information, voice concerns, present new techniques, and solve problems that will make Southwest High School a better place for all. The entire (support staff, classroom teachers, teaching assistants, counselors and aides) is to be present. **The principal will lead faculty meetings.**

The principal will coordinate student staffing.

The purpose of student staffing is to share valuable information about students in order to serve their needs in a more professional manner. All data is confidential and is never to be shared with students or individuals inside or outside of Southwest High School.

FIELD TRIPS AND BUS REQUESTS

Teachers/counselor should make certain that field trips are logical extensions of lessons and learning experiences. With this in mind, the following steps are required:

1. Obtain permission from the principal.
2. Complete appropriate forms. Reminder: Fifteen working days are required to arrange for a bus and a bus driver.
3. Prepare an alphabetized list of all students going on the trip and disseminate to all staff prior to departure.
4. Submit this list to the principle who will arrange for substitute teachers, as well as aides and others who are going on the trip. Students not going on the trip must be placed in other classes; this is very important.
5. Enlist the proper number of chaperones (one for every six (6) students on the trip is a requirement).
6. Ensure that there is sufficient seating for every student on the bus. Teachers, parents, etc. may not transport students in private vehicles.
7. Field trips may not be scheduled on Fridays.

Philosophy

Students may be allowed to participate in field trips and other activities away from the school when such activities contribute to the educational process. Field trips provide many opportunities for instruction using the real world as the classroom. Field trips provide opportunities for students to be trained and observed in less restrictive environment.

Types of Trips

Field trips are divided into the following categories:

1. Academic Field Trips-designed to supplement and reinforce the curriculum.
 - A. Community Based Instruction Field Trips- designed to teach survival skills and independence.
 - B. Community Service Field Trips-designed to enhance citizenship skills and social skills of "giving back", for example, picking up trash at a nursing home once a week.

- C. Information field Trips-provide a real-world view of a curriculum component being studied in the classroom; for example, visiting a live court proceeding while studying the justice system.
2. Rewarding Field Trips-designed to reinforce extrinsic motivation for improved student social behavior and attendance as well as academic performance; for example, going to the zoo, roller-skating, bowling, etc.

When?

Most field trips will take place during the school day. However, trips may be planned for after school hours and on weekends. A schedule of these projected trips with details, including rationale and projected leaving and returning times, must be requested three weeks in advance of planned trip.

All field trips require prior approval of the principal.

Where?

Field trips will be limited to a 200-mile radius of the school unless special permission is received from the principal/superintendent to go a specific location beyond 200 miles. Overnight trips also require prior approval by the superintendent.

Sponsors

Sponsors for Southwest High School student trips shall be approved by the principal and shall accompany the group en route and during the function.

Basic Responsibilities of Sponsors

Sponsors shall have the following basic duties and responsibilities in facilitating a student trip:

1. Review all Board Policies as well as individual school rules governing trips prior to requesting permission to take a field trip.
2. Obtain pre-planning permission for trip. Students or parents should not become involved in any preparation or activity relative to the trip until after the pre-planning permission has been granted by the principal or other designated administrator.
- 3.

4. List specific learning activities to be accomplished by students both prior to trip and during the trip.
5. Include itinerary, transportation, dates, cost per student and financial support.
6. Students may participate in fund raising activities to defray expenses. Fundraising activities, which are proposed, must conform to Board Policy and Administration Procedures. All funds should be handled in accordance with Board Policy and Administrative Procedures.
7. Obtain at least the minimum number of chaperones required. Chaperones who have driving responsibilities must present evidence of a valid Texas Driver's License and liability insurance.
8. Include a list of students going on the field trip with verification that students are eligible to participate in accordance with attendance, academic and behavior policies.
9. Request final approval with adequate advance notice.
10. Obtain signed parent approval forms for each student prior to departure of trip. If trip is out-of-town, obtain any unusual medical information that may be necessary in the event of an emergency.
11. If trip is out-of-town or for extended period, a briefing meeting which provides complete trip information, basic responsibilities, written safety rules and standards of conduct shall be conducted for parents, student and chaperones.
12. Students will read, learn and review site rules and regulations prior to the trip.
13. In case of accident or injury, notify campus principal immediately, after calling 911.
14. Maintain duplicate listing of all students with telephone numbers for reaching parents or guardians in the event of an emergency. Leave one listing with the school and apprise the chaperone (s) of the location of the copy retained by the sponsor.
15. The Sponsor has the responsibility, with assistance of chaperones, for maintaining order, adhering to the schedule of the trip and enforcing safety and conduct rules for the welfare of the students. Prior to the trip, students may be required to sign a student contract regarding expected behavior during the trip. Students may ask to adhere to specific directives required for the site to be visited.
16. In the event the principal is accompanying the group, the principal will maintain his/her customary role and will have final authority in any conflict.

17. Follow up immediately on all infractions observed or reported.
18. Maintain and enforce exemplary conduct at all times and in the same manner as that expected of students in accordance with the Student Code of Conduct and Southwest High School Employee Policies.
19. Prepare a written report to the principal upon return, including special points of interest, success or failure of trip, and any misconduct or accidents, which may have occurred.

Chaperones

The role of a chaperone is to assist the sponsor in maintaining high standards of safety and conduct.

The following factors should be taken into consideration in providing additional chaperones.

1. Age of group.
2. Size of group and manageability of students.
3. Makeup of group (boys, girls, mixed.)
4. Type of function and general environment (festive, quiet, routine, cultural, academic, spectator, participating.)
5. Amount of free or unplanned time available to student. This should always be kept to a minimum.
6. Mobility required for participation.
7. Likelihood of a large group dividing into several smaller groups and going different directions.
8. Mode of transportation.
9. Length of trip or excursion (daytime only, overnight, extended).
10. In order to assure total commitment of the chaperones, funds should include provision for the APPROPRIATE numbers of chaperones for travel, admissions ticket and loading, if applicable. ALL adults included in the trip must agree to serve as chaperones, abide by the established guidelines, and be committed to the safety and good conduct of students and to the success of the trip or excursion.

Responsibilities of Chaperones

Chaperones are charged with basic responsibilities. The school as seemed helpful for the safe and orderly conduct of the trip may include additional instructions, which are not in conflict.

1. Attend any pre-trip orientation sessions planned by the sponsor.
2. Familiarize yourself with the purpose of a chaperone for safeguarding the welfare of students and know all rules and regulations governing the trip prior to departure.
3. Provide evidence of valid Texas driver's License and liability insurance prior to being listed as a chaperone if driving is to be one of the duties.
4. Assist the sponsor in orderly management of the group.
5. Maintain exemplary conduct at all times, in the manner as that which is expected of the students, in accordance with the Student Code of Conduct. For example, use of alcohol, tobacco or controlled substances is prohibited at any Southwest High School sponsored event.
6. Supervise and know location of students at all times during the trip.

Transportation

1. Bus transportation may be leased at Southwest high School vans may be utilized. Houston Independent school District provides bus transportation at a reasonable price. To lease a bus, our use a Southwest High School Van, the sponsor must fill in the "Bus Transportation Request" form. The bus transportation form must be submitted 15 days in advance of the trip.
- A. Ensure seating for every student on the bus. Teachers, parent, etc. may not transport students in private vehicles.

Bus Safety Rules

Students will remain seated at all times. The trip sponsor is in complete charge of the bus and students. Outside of ordinary conversation, classroom conduct is to be observed in the bus. In addition, the following rules will be observed.

1. No paper, rubbish, or other objects may be thrown from the bus, on the floor, or at any other student or staff member.

2. Students may not extend any part of their bodies from the bus window or in any way touch or hang onto the bus before boarding or after leaving.
3. Students must not attempt or get on or off the bus or move about the bus, while the bus is in motion.
4. Students must not write on or deface any part of the bus. Students will be responsible for any vandalism that occurs.
5. Food and/or drinks may only be consumed on the bus as the sponsor directs.
6. The emergency door will be used only in emergency.

Non-compliance with these rules will be handled in a manner consistent with the student's behavior management plan and the Student Code of Conduct.

FIRE DRILLS

Administrators, teachers, custodians, as well as students are subject to fire drill orders and must take part in the drills. Teachers must take grade books and class rolls with them. Once students and teachers are in the safety zone, teachers are expected to take role in order to account for all students.

Fire drills will be conducted each calendar month without advance notice.

Instructions:

1. Teacher accompanies students to a designated area and takes role. (See the building evacuation diagrams.)
2. Designated persons will check to ensure that all personnel and students have left the building. "All accounted for" will be reported to the principal, who will be stationed in front of the building.

Response to fire signal

When the fire alarm is sounded, students will rise and pass rapidly but orderly out of the room, leaving behind all books and personal property. Students should refrain from talking, holding hands, or pushing.

Points in grading

The Inspector considers three points in grading a drill.

1. Recognition of alarm.
2. Orderly clearance of building within three minutes.
3. Assembly of pupils in safety zone.

Response to signals:

FIRE- Siren (March out of building in orderly manner)
 HALT- 1 bell (Stand at attention)

RETURN- 2 bell (March back into classroom)

FIRST EDUCATORS CREDIT UNION

Lifetime membership in the First Educators' Credit Union is available to all employees of Southwest High School. Membership is established by making a deposit of \$25 or more to begin a "Share (savings) Account" or "Draft (checking) Account". Immediate family members are also eligible for membership. Payroll deduction service is available. A member may sign a payroll deduction authorization form directing his/her pay to be applied to shares, loans, and/or draft accounts. For further information, check with the business office.

FOOD

No food will be allowed in the classroom. Food should be eaten in designated areas. Students are not to be sent to the student's lounge to purchase food or drink.

GUM WILL NOT BE ALLOWED ON CAMPUS.

GRADE BOOKS AND LESSON PLANS

Teachers should keep in mind in mind that a grade book is an official document and should be complete in every respect.

Careful maintenance and security of the grade book is essential for both the teacher and students. The principal for conferences may requisition grade books. They are checked in at the end of the year prior to the teacher's release from duty. Security of the grade book is the teacher's responsibility. Teachers using electronic grade book system are subject to the same rules as those for "paper" grade books.

Grade book procedures

1. The teacher's name and room number should appear on the first page as well as on the front page.
2. Teachers are allotted ONE GRADE BOOK. Always leave the grade book in a secure place. If the grade book is lost, notify the principal immediately in writing.
3. Complete the information on the top of each page, including subject area, semester beginning and ending dates and daily dates.
4. Student's names should be entered upon first day of entry for all subject areas.
5. It is suggested that two grades be given per week, in each subject area, representing an evaluation of the subject. However, the number of grades recorded in your grade book should correlate with the number of packets or units that must be completed for credit. Indicate specifically what each grade represents, e.g., test, oral exam, project, boardwork, etc. Enter each "progress report" grade in the designated column. Please make sure a student's final grade can easily

determined when examining the grade book. Always keep your grade book current.

6. Set up one section for conduct codes, as stated on progress reports or report cards.
7. Make all entries in black or blue ink.
8. Grade books are auditable material and must reflect accurate record keeping at all times.
9. Attendance must be kept in the grade book as well. Mark daily attendance in your grade book or on attendance rosters provided. These rosters should be kept in your grade book.

GENERAL DIRECTIONS FOR GOOD LESSON

1. Identify the TEKS objective.
2. Indicate by a check if the lessons for each day were completed as scheduled; if not, a notation should be made to explain the reasons for the change.
3. Reflect a variety of activities in each of the subject areas to meet the needs of the pupils.

The Teacher Should:

1. Show continuity in each of the lessons reviewed the previous week.
2. Show correlation of concepts taught.
3. Reflect sufficient instructional activities to correlate with the time allotments for each period as outlined in your daily schedule.

HOLIDAY SCHEDULE

Refer to the Calendar at the end of this booklet.

HOME VISITS

On occasion, Southwest High School staff members are asked to make home visits. When evaluation, consultation or business requires a professional to make a home visit, a companion (i.e., teacher, aide, and counselor) should accompany him if at all possible. Reasonable exceptions to this Procedure can be discussed with the principal.

INSTRUCTIONAL PRACTICE

Each student will have an Individual Education Plan (IEP). Lesson plans should reflect the activities for the week.

INSURANCE

All employees are provided health insurance at no cost. For further information, contact the business office.

JOB RELATED INJURIES

If a Southwest High School employee is injured while performing his/her assigned duties, the following procedures should be followed to ensure proper claims for Worker's Compensation.

1. A physician should examine the employee within 72 hours after the injury at a medical facility. The physician should be apprised that the examination concerns a potential Worker's Compensation case. The medical facility should call the business office and ask for Worker's Compensation verification.
2. The "Employer's First Report of Injury of Illness" form is to be completed immediately by the employee or a witness to the accident. Any type of accident, even those considered to be minor, must be reported. This report will be turned in to the principal as soon as possible. Even if the employee does not intend to seek medical treatment, these procedures must be followed.
3. A typed memo briefly recounting the incident is to be submitted to the business office by the principal as soon as possible after the injury. The memo should include the name of the injured, date the report, time incident was reported, specific location of incident, time of incident, and description of accident/injury.
4. The physician should submit a letter regarding the particular medical orders to Southwest High School. For example: "The employee should remain on bed rest at home for the next five days and return to my office on the sixth day. Future orders will be issued at that time." Southwest High School should receive a letter regarding each set of orders as well as a Letter stating when full or conditional work can be resumed.
5. All medical bills (including therapies) should be given to the business office as soon as possible after receipt.
6. The first seven calendar days after the injury is not compensated through Worker's Compensation, however, employees may use personal leave if available. If employee is out 30 days, Worker's Compensation will reimburse the first seven days. Worker's Compensation reimbursement begins on the eighth calendar day following injury.

Worker's Compensation pays two-thirds of the employee's salary per day absent until the maximum is reached.

7. Beginning with the eighth calendar day, sick days may be used in the following manner.
 - A. For three days away from work, two sick days will be taken from the accumulated sick leave.
 - B. If there is no sick leave, Worker's Compensation would pay or two-thirds of employee's salary. Southwest High School would not pick up the remainder. The employee should keep all Workers' Compensation checks for his/her records.

KITCHEN FACILITIES

Staff members are welcome to use the kitchen facilities; however, please leave the area clean when using the refrigerator, put your name on items so that they will not be taken by mistake. DO NOT leave food in the refrigerator for more than two days. Food left in the refrigerator after 3:00 p.m. on Friday will be thrown away. Cleaning crews are instructed to throw away dishes left in the sink overnight.

MEDIA RELATIONS

Normally, all relations with the media will be handled by the Southwest High School Administration. However, if for some reason, any staff member finds himself/herself confronted by a media representative, keep the following in mind:

1. First Impressions Are Important. Smile, introduce yourself, and ascertain the person(s) name and the media they represent. (Write down the information as soon as possible.) Be friendly and courteous.
2. Determine the reason for the media's presence. Inquire in a non-defensive manner the purpose of the visit. (Example: " Can you tell me the nature of your visit? " or " Can you give me a little background on why you're here so I can better assist you?") Try to get as much information as possible so you can relay an accurate message.
3. Refer. Consider the best way to refer the reporter to an administrator. You may want to say something like: "Our procedure is to assist the media through our administrative office, may I refer you to..." The media representative may not understand the function of Southwest High School. Therefore, assume the reporter is a layman. A little explanation about Southwest High School will make the referral more palatable. (If a photographer insists on barging in and taking pictures of students or any participants, remind the reporter/photographer that he does so at his own risk and that of his paper/station.)
4. Notify your supervisor. As soon as the reporter leaves, notify the administrator.
5. If the situation, in your judgment, may become controversial, try to have a second party present. (This should be done informally: low key.)
6. Document. For future reference, and to protect you, document the incident as soon as possible while facts are fresh.
7. Remain calm. Many reporters will ask standard questions: what is Southwest High School? Define an "at-risk" student? How is Southwest High School funded? These questions provide an excellent opportunity for referral to the administration.

MEDICAL LEAVE

The following procedures should be observed before requesting medical leave.

1. All medical leave documentation is processed through the designated supervisor.
2. There are routinely four written parts involved in the medical leave process.
 - A. Request from employee to supervisor.
 - B. Letter from physician to supervisor.
 - C. Letter from supervisor to Human Resource Department.
 - D. Notification from supervisor to employee regarding approval.
3. There are two possible additions to the above which would require repeating the above forms with new dates:
 - A. Amended Medical Leave.
 - B. Letter of Resignation.
4. In case of pregnancy, the request from the employee and the letter from the physician are required two to three months before the due date.
5. All requests must include actual dates. Do not simply indicate the number of weeks involved.

MEDICAL /SAFETY ISSUES

1. No pregnant employee should work directly with a student who is a known carrier of any communicable disease or any other condition that could affect the unborn child.
2. All employees should use universal precautions in dealing with bodily fluids.

MEDICATION ADMINISTRATION

1. "Five Rights of Medication Administration".
 - A. Right student-properly identifies student.
 - B. Right Time-administer medication at the prescribed time.
 - C. Right Medicine-administer the correct medication.
 - D. Right Dose-administer the right amount of medication.
 - E. Right Route-use the prescribed method of medication administration.
2. Steps in School Medication Administration.
 - A. Follow schools policy for administering medications to students.
 1. Wash hands; administration of medication is a clean procedure.

2. Verify the authorization with the label. Determine dose calculations.
3. Gather necessary items.
4. Prepare and give medications in a well-lighted area.
5. Check the label for name, time, medication without touching medication, if possible.
6. Prepare the correct dosage of the medication without touching medication, if possible.
7. Check the label for name, time, medication, dose and route while preparing the correct dose.
8. Check the label for name, time, medication, dose and route before returning the container to the locked cabinet.
9. Do not leave medication unattended or within reach of students.
10. Identify the student. Ask the student to say his name. Non-verbal students may need third party identification.
11. Observe the student for any unusual behaviors or conditions prior to medication; administration. If any are noted do not give the medication, report condition immediately and record.
12. Explain procedure to student.
13. Position the student properly for medication administration.
14. Provide equipment and supplies needed.
15. Administer the correct dose of medication to the correct student, at the correct time, by correct route.
16. Verify that student took medication.
17. Record as soon as possible name, time, medication dose, route, person administering the medication and any unusual observations.
18. Clean, return and/or dispose of equipment as necessary.
19. Wash hands.

B. Errors and Omissions in Medication Administration.

1. Report medication errors immediately to school nurse, administrator parents and physician.
2. Errors in recording should be redlined and marked "error".
3. Record immediately omissions, absences, or refusals.
4. Record only medication that you administered.

3. Procedures for Administering Medications.

A. Oral bottled medication:

- a. Remove bottle cap and hold the cap in one hand and the bottle in the other hand.
- b. Pour the prescribed dose into the cap. Do not touch the pill/tablets/capsules.
- c. Transfer medication from cap to a clean medicine cup and give to student.
- d. Give with a full glass of water unless otherwise indicated.

- e. Follow special label instructions (e.g., take with milk).
- f. Verify that student swallowed the medication
- g. Recap the bottle and return it to locked cabinet,
- h. If a student is to receive part (i.e. 1/2 tablet) of a pill as a regular dose, be sure parent or pharmacist cuts the pills if a school nurse is not available to prepare dose.

2. Individually wrapped oral medication:

- a. Remove or tear off number needed and place package in a medicine cup.
- b. Remove and transfer to cup when student takes medication.

3. Oral liquid or powders:

- a. Shake medication per label instructions.
- b. Pour liquid from side of bottle opposite the label (hold label in palm of hand) into graduated medicine cup.
- c. Pour medication at eye level and directly away from eyes.
- d. Measure the dosage at the bottom of the disc (meniscus).
- e. Wipe off any medication on the outside of the container.
- f. Use calibrated medicine dropper or syringe to measure small amounts of liquid.
- g. Hold medicine dropper at right angle to cup to measure drops.
- h. Pour liquid medications into separate containers unless otherwise ordered.
- i. Give cough syrup undiluted and do not follow with water.

4. Problems with oral medication administration.

- a. Refusal of medication 0record on medication sheet. report to school nurse and/or parent.
- b. Vomiting medication-record medication and dosage and time lapse since administration and if medication was intact in vomit. Call School nurse and/or parent.
- c. Suggestions for students with difficulty swallowing medication.
 - 1. Position student in an upright position.
 - 2. Give one medication at a time with adequate fluids.
 - 3. Instruct students to place medicine on back of tongue.
 - 4. Give liquid medications slowly.
 - 5. Watch for choking.
 - 6. Verify that the student swallowed the medication.
 - 7. Give medication with other food or crushed if directed.

B. Skin (topical) Medications:

1. Gather necessary equipment such as tongue blade, gauze, tape. Cleaning material, cotton tipped applicator. If skin is broken or there are broken skin lesions, use gloves.
2. Note condition of affected area. If unusual, report before applying medication.
3. Cleanse skin gently; remove previously applied medication and apply medication in a thin layer or as ordered.
4. Record any changes observed in skin area treated. Notify school nurse of any change.
5. Cover affected area as ordered.

C. Eye drops.

1. Use only preparations labeled for ophthalmic use. If there is drainage from the eye, use gloves.
2. Observe affected eye for any unusual condition and report before medication is applied.
3. If needed, cleanse eyelids with clean cotton ball, wiping once from inside to outside. Use clean cotton ball for each eye.
4. Position student with head tilted back and eyes looking up.
5. Open eye to expose conjunctiva sac (lower inside lid).
6. Approach eye from outside the field of vision. Avoid touching the dropper tip to anything.
7. Hold dropper approximately one inch from the eye. Drop the medication gently into the sac, not on the eyeball. Wait one-five minutes between installation if more than one drop is ordered.
8. Gently close eye. Ask student to keep eye closed for a few minutes.
9. Blot excess medication with a clean cotton ball or tissue.

D. Eye Ointment:

1. Gather necessary equipment, such as cotton balls and tissues. If there is drainage from the eye, use gloves.
2. Observe effected eye(s) for any unusual condition. report to school nurse.
3. Clean eye area with clean cotton ball, if necessary. Wipe once from inside to outside. Use clean cotton ball on each eye.

4. Position student with head tilted back and eyes looking up.
5. Open eye to expose conjunctiva sac.
6. Approach the eye from outside the field of vision. Avoid touching anything with medication applicator.
7. Apply a thin layer of medication along the inside lower lid or as ordered.
8. Hold lid open a few seconds.
9. Close eye gently. Ask the student to keep eyes closed for a few minutes.
10. Blot the excess medication with a new cotton ball or tissue.

F. Ear Drops

1. Gather necessary equipment, such as cotton balls and tissues. Use gloves if drainage must be cleaned from the ear.
2. Position the student.
 - a. If lying flat on a cot, turn face to opposite side.
 - b. If sitting, tilt head sideways until ear is horizontal.
3. Cleanse entry to ear canal with clean cotton ball as needed.
4. Observe affected area for any unusual condition, report to school nurse.
5. Straighten the ear canal, pull out ear gently up and back.
6. Drop the medication on the side of the ear canal. Avoid the dropper touching anything except the ear.
7. Instruct the student to maintain the required position for one minute. Gently rub the skin in front of the ear to assist the medication flowing to the inside of the ear.
8. If the other ear is to be treated, repeat procedure after a one-minute wait.
9. Loosely place a cotton ball in the ear.

E. Medication Inhaler

IF A STUDENT NEEDS AN INHALER, REVIEW ALL INSTRUCTIONS BE ADMINISTERING.

Instruct student to:

1. Stand up, feet slightly apart.
2. Shake inhaler for approximately two seconds.
3. Position inhaler with canister upside down above mouthpiece.

4. Hold mouthpiece one-two inches from the lips and instruct student to open mouth wide. If a spacer or reservoir is used, place mouthpiece in mouth.
5. Breathe out naturally.
6. Student should hold open wide and begin to slowly inhale a deep breath. If using a spacer, seal mouth around mouthpiece and inhale a deep breath.
7. After beginning of deep breath, squeeze canister down on mouthpiece and breathe as slowly and deeply as possible.
8. Hold breath as long as possible-up to 10 seconds, to allow medication to settle as deeply as possible into and onto air passages.
9. Wait approximately one-two minutes and repeat process.

MILEAGE

In keeping individual records for the IRS, mileage should be calculated from the school to the point of arrival. Do not count mileage from home to the first destination or from your last work site of the day to your home. Reimbursement for all approved travel mileage is 36 cents per mile.

NOTARY PUBLIC

Notary Public service for the staff is available through the business office at no charge.

PAYDAY SCHEDULE

Employees are paid on the 5th and 20th of each month. If either of these days falls on a Saturday or Sunday, checks will be distributed on the prior Friday.

PERSONAL BUSINESS LEAVE

All leave is considered "Personal Leave "except medical leave. (See Personnel Policies Handbook)

PROPOSAL TO PRESENT

An employee who wishes to submit a proposal for presentation at a local, state or national conference should prepare a proposal, "requesting to present." Submit the proposal to the appropriate supervisor at least three weeks prior to the application deadline. Once the proposal is approved, the presenter(s) will follow procedures by filling out appropriate forms. (See request to attend/Reimbursement.

PROCEDURES FOR EVALUATING STUDENT CLASSROOM PERFORMANCE

Student's grades will be determined by teacher evaluation of progress attained during significant learning activities conducted by the teacher in a given reporting period. The teacher will take into consideration all available data in judging a student's achievement in relation to the grade or course level objectives. Such information as success with assignments, exams and classroom participation should be helpful in making judgments. This information will be documented in the teacher's grade book, student folders, etc. and will be available to parents upon request.

The entries may include daily assignments, test, oral and/or written reports, and must be recorded in the grade book by numerical grades only. Letter grades may be given on student products, provided the letter grade is accompanied by the numerical conversion (A/95). The table below will be used to convert the letter grades to numerical grades.

90-100=A
80-89=B
75-79=C
70-74=D
69-below=F

PUBLICATIONS

The offices of the Administrator and superintendent serve as a clearinghouse for all-new publications or publication revisions, e.g., brochures, newsletters, handbooks. No publication shall be printed without the clearance of one of these offices.

Procedures:

1. Originator prepares a rough draft with a cover memo attached and sends it to his/her supervisor.
2. Supervisor will review the draft and send the draft or revised draft to the Administrator or superintendent.
3. The final draft will be sent back to originator for final proofing.
4. When originator and the Administrator are in agreement regarding form and content of the document, a request for printing shall be made.

PUBLICITY

Publicity Southwest High School is handled by the Administration. Staff should contact the Administration Office in this regard. Any requests for publicity and pictures of Southwest High School, staff or students should be cleared with the principal and other appropriate personnel. Written permission must be on file and received from the parents of students before any pictures can be taken or published.

PURCHASING

APPLICATION

The principal or Administrator must approve all expenditures. The preferred method of purchasing is through the use of a purchase order.

Procedures:

1. Gather all pertinent data needed to make the purchase.
2. Complete a "Request to Purchase" forms and sends to Administrators office three days prior to purchase.
3. Petty cash purchased may not be made without submitting the "Request to Purchase" form. Permission from the principal or Administrator must be obtained.
4. Office personnel will process purchase after approval has been obtained.
5. Purchases are not to exceed the amount of \$50.00.
6. Reimbursement for any items purchased before completing the necessary steps will be denied.
7. Check with facilities manager before requesting any items generally available through central purchasing.

If circumstances do not lend themselves to a purchase order, an alternative procedure may be used:

1. Gather all pertinent data needed to make the purchase.
2. Obtain permission from the principal or Administrator.
3. Submit proof of purchase (canceled checks, signed receipts, etc.) to supervisor along with all pertinent data for a request for reimbursement order.
4. The supervisor will check the request for reimbursement for accuracy, sign and submit it to the administration for payment. **NO REIMBURSEMENT FOR ANY MATERIALS OR SUPPLIES WILL BE ISSUED WITHOUT RECEIPT!**

Preparing purchase orders for office supplies, capital outlay, etc. will be handled through the office of the facilities manager. Once the Administrator has signed the purchase order, it will be sent to the business office for processing.

Purchase of major items should be cleared through the business office to assure best pricing and vendor selection before being forwarded to the Administrator.

REQUEST TO ATTEND/REIMBURSEMENT

Please follow these procedures when requesting release time and reimbursement for professional or continuing education activities:

1. Discuss the activity/conference with your supervisor. Provide printed information, including the sponsoring organization, title, date (s), location, content, rationale in terms of relevance to yourself and your work, etc. active membership, and if conference is sponsored by a professional organization.

2. If supervisor agrees to recommend the request, he/she will ask you to fill out a "Request to Attend " form. The "Request to Attend" must be approved and signed by the supervisor.
3. If the request is to attend a workshop outside of Harris County, you must also submit an "Absence" format the same time. All forms can be obtained from the administrative assistant.
4. Your supervisors will then verify your schedule, review attendance, check substitute availability, etc.
5. Your supervisor will act upon your request, either approving it, or disapproving it with explanation.
6. After forms are signed, you will receive a copy for your records.
7. Please know that release time constitutes a considerable financial contribution to the employee's continuing education.
8. Request to attend workshops must be submitted two to three weeks before the registration deadline.
9. To obtain reimbursement for expenses a "Travel Reimbursement Request" must be completed and submitted to the Administration Office.
10. Travel Reimbursement Requests are to be submitted within two weeks following the workshop.
11. Southwest High School is a tax-exempt organization. Please use Southwest High School tax-exemption form when paying for workshop related expenses.
12. When release time is provided for a professional activity, the employee may be required to submit a formal report to administrators and/or peers regarding the professional activity.

RESIGNATIONS

Although staff members are discouraged from resigning during the school year, resignations are sometimes necessary. When a staff person is considering resigning, he/she should first discuss it with the supervisor. Then, the employee must prepare a letter of resignation. The letter should state the reason for resignation and the effective date. A typed, "Employee Resignation/Termination" form is completed by the supervisor after reviewing the letter of resignation. Southwest High School policy, two weeks notice by classified personnel and 30 days notice by professional personnel are required, except in cases of dire emergency. When a resignation is submitted at the end of the school year, the resignation letter must be in least by July 31. Once you have submitted your resignation, follow the procedure below.

1. Execute the employee Checkout Forms. Included is a sign-off for the EXIT Interview with your supervisor.
2. Sign the Release of Information portion of the Employee checkout Form. Southwest High School may not release information to perspective employers without authorization.
3. Arrange an exit Interview appointment with supervisor.

COBRA POLICY

COBRA allows an employee who has resigned or was terminated to continue insurance coverage for a given period of time. Conditions are listed below.

1. Health insurance stops on the effective date of resignation.
2. At the time of resignation, if employee is not insured by another company; or with private insurance, COBRA is an option. (One can not be insured by both.)
3. COBRA terminates on the day that other insurance becomes active.
4. COBRA stands for Consolidated Omnibus Budget Reconciliation Act 3and with it, the individual receives the full benefits of the existing insurance program of the agency the employee is leaving. An employee has 45 days after resignation to engage Cobra after that time, one is ineligible.
5. COBRA provides coverage for only 18 months, unless one has a chronic medical condition preventing him/her from working. In such cases COBRA coverage is for a period of six months.
6. COBRA payments are to be made by the individual to Southwest High School by the first day of each month. Southwest High School pays all insurance premiums one moth in advance, one month's notice in writing must be given of plans to terminate COBRA.
7. When considering independent insurance, one must understand that pre-existing conditions are usually not covered. Also, evaluate how the comprehensive new plan compares to the COBRA or the past insurance plan.
8. When changing jobs, always find out when the new insurance becomes active. Some plans require a three-month waiting period. During this interim, you may plan for coverage through COBRA or some other source.
9. If COBRA will not be used following resignation, return all insurance/ prescription cards to the business office.

SECURITY

Southwest High School is served by Houston police officers.

All visitors must report to the office and be issued permits before visiting any classroom. (All staff is responsible for informing parents of this policy.) Visitors may not visit during instructional time, but may arrange to see teachers during planning/conference periods. It is the teacher's responsibility to inform the office when such an appointment is made so that the visitor will be given a permit without unnecessary confusion.

All teachers will assist in monitoring the hallways. Teachers are asked to notify administration of any suspected trespassers. Trespassers will be prosecuted.

At the end of the school day, be certain that all classroom doors and file cabinets are locked. Make sue that the audio-visual equipment and computers are secure for the evening or the weekend.

Burglary Reports

Burglary and damage reports must be reported to the police officer on duty by noon of the day of the discovery. List stolen items and damaged property separately. The report must be in writing.

All auto-visual equipment will be checked out according to the number on the inventory list. If the item is stolen, please list the item and identification number and give a copy to the police officer and to the administrator.

Textbook Security

All textbooks must be checked out to students according to the assigned number. Each set should be counted immediately. When books are reported stolen or damaged, please give the following information to the administrator.

1. Name of textbook.
2. Book number.
3. Name of student to whom the book was issued.

Timely reporting of this information is extremely important, since the school has only twenty-four hours following break-ins to report stolen items.

SUPERVISION OF STUDENTS

Students must not be left unattended in the classroom!!!!

Any student leaving his/her classroom during class time must have a permit. The student's name, date, time and destination must be on the permit with a teacher's signature.

Teachers are not to release students from the classroom to leave building with any person without clearance from the principal's office.

SUPPLIES (OFFICE)

Office supplies are Located in the supply room and are not available to all staff members. All items taken must be recorded on the appropriate form. If teaching items that pertain to a particular class are needed, fill out a "Request for Supplies" form and submit it to the principal for approval.

TEACHER'S RETIREMENT SYSTEM

All school related, full-time employees of Southwest High School are required by law to participate in the Teacher's Retirement System (TRS). As a result 6.65% of your salary is deducted each month and deposited with TSR. Upon retirement, the state matches these funds. Additionally:

1. In Texas, if the TRS money is withdrawn and later the person re-enters the system. The member may "buy back" into the system at 6% interest compounded annually. One year for every year of service in the system may be repurchased.
2. If one has worked in an educational system out of state, years may be repurchased into the Texas system. However, 10 years service in TRS is required for eligibility to purchase out-of-state service. Following eligibility, one may purchase each year at 8% interest compounded annually.
3. Following retirement, if a TRS member continues to work part-time in an educational system, covered by TRS he/she may remain in the TRS under the following conditions.
 - A. Restricting works to 10 days per month.
 - B. Restricting works to 45 days per semester.
 - C. Restricting works to 20 hours per week.
4. If one completely terminates employment with an educational agency, you may leave your accrued TRS money may be left in the system. Funds draw interest for five years and then lie dormant. Funds may also be withdrawn upon termination.

USES OF TV/VCR

Visuals, pictures and videos are an excellent way to teach and reinforce concepts, particularly for those students who are visual learners. Remember that everything we do reinforces concepts to students. Showing a video that reinforces concepts being taught is an outstanding way of reaching students. An audiovisual catalog is available from the Region IV Education Service Center and pick up and delivery of materials is provided at no cost. Check with the principal for further information.

WORKDAY

**A "WORK DAY" FOR SOUTHWEST HIGH SCHOOL IS EIGHT HOURS.
THE STAFF IS ASKED TO REMAIN ON DUTY UNTIL ALL STUDENTS HAVE LEFT
THE CAMPUS.**

LEASE**1. BASIC LEASE PROVISIONS.**

DATE: August 5, 1997

LANDLORD: ALLDAY PROPERTIES LIMITED
PARTNERSHIP

ADDRESS OF LANDLORD FOR NOTICE: 5901 ALLDAY
HOUSTON, TEXAS 77036

TENANT: THE BRIDGE SCHOOL
CORPORATION

ADDRESS OF LEASED PREMISES: 5901 Allday
Houston, Tx 77036

ADDRESS OF TENANT FOR NOTICE: 2400 Augusta, Suite 255
Houston, Tx 77057

TENANT'S TRADE NAME:

LEASE TERM: 3 Years

COMMENCEMENT DATE: The latter of substantial completion or
October 1, 1997

TERMINATION DATE: September 30, 2000

GUARANTEED MINIMUM RENT: \$7,000.00 PER MONTH PLUS
PRORATION OF UTILITIES
AND MAINTENANCE*

*Tenant shall pay monthly its pro rata share of utilities, landscaping and common area expenses, which percentage is subject to adjustment in accordance with total occupancy of the building.

Tenant hereby assigns to Landlord its right to recover unamortized build out expenses of approximately \$80,000.00 from the Houston Independent School District. Tenant represents and warrants that its agreement with Houston Independent School District provides that in the event Houston Independent School District terminates its contract for any reason whatsoever, Houston Independent School District will promptly pay the Tenant or its assignee build out costs which have not been amortized (amortization to be over 36 months).

*S
PB*

BUSINESS TO BE CONDUCTED BY TENANT(USE): Classrooms & school operation

STIPULATED FLOOR AREA: 10,000 Square Feet

RESPONSIBILITY FOR REMODELING: TENANT will be responsible, at its own cost, for the electrical and lighting fixtures and any other leasehold improvements.

SECURITY DEPOSIT: \$7,000.00

RENTAL DEPOSIT: NONE

LIMITED GUARANTOR: Spyros Catechis

54 ~~COMMON AREA MAINTENANCE~~ of \$ _____ cents per sq.ft. monthly = \$ _____ monthly for the first year, to be adjusted thereafter on the basis of increase for the cost of common area utilities, common area maintenance and landscaping.

2. SIGNIFICANCE OF A BASIC LEASE PROVISION. Each reference in this LEASE (hereinafter called "LEASE") to any of the Basic LEASE Provisions contained in Article 1 of this LEASE shall be deemed and construed to incorporate all of the terms provided under each such Basic LEASE Provision.

3. ENUMERATION OF EXHIBITS. The exhibits enumerated herein and attached to this LEASE are incorporated in this LEASE by this reference and are to be construed as a part of this LEASE.

- Exhibit A. Site Plan of the Warehouse
- Exhibit B. Legal Description
- Exhibit C. Description of LANDLORD'S Work and TENANT's Work
- Exhibit D. Rules and Regulations
- Exhibit E. Hazardous Waste Rider

4. PREMISES. LANDLORD owns or controls the tract of land in the City of Houston, County of Harris, and State of Texas, said land, together with certain buildings and improvements depicted on Exhibit "A" and commonly known as "Allday Building" (herein called "Building").

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of TENANT to be observed and performed, the LANDLORD demises and leases to TENANT, and the TENANT rents from LANDLORD, those certain premises (hereinafter referred to as the "demised premises," "Leased Premises," or "premises") in the Building, which premises shall contain a total floor area as set forth in Article 1.

5e
B

5. TERM. The term of this LEASE and TENANT's obligation to pay rent, shall commence on the "Commencement Date" and shall continue for the number of full Lease Years thereafter as the term "LEASE Year" is hereinafter defined as set forth in Article 1, provided that in the event the aforesaid commencement date shall occur on a date other than the first day of a calendar month, then the Term of this LEASE shall be for the number of full LEASE Years plus the number of days remaining in the month in which the Term commences.

As used herein, the term "LEASE Year" shall mean a period of twelve (12) consecutive full calendar months. The first LEASE Year shall begin on the date of commencement of the Term hereof, provided said commencement date shall occur on the first day of a calendar month; otherwise, the first LEASE Year shall commence upon the first day of the calendar month next following the date of the commencement of the Term hereof. Each succeeding LEASE Year shall commence upon the anniversary of the first LEASE Year. When the commencement date and termination date of the LEASE Term have been determined, LANDLORD shall deliver a written statement to TENANT specifying therein the commencement date and termination date of the LEASE Term.

6. RENTAL.

A. Guaranteed Minimum Monthly Rental. TENANT shall pay to LANDLORD as rental for the demised premises the sum as provided in Article 1, which sum shall be paid in advance on the first day of each calendar month through the Term of this LEASE. Said rental shall commence upon the commencement of the Term of this LEASE as set forth in Article 5 hereof with proration of rentals for any partial calendar month (calculated on the basis of a 30-day month) of the Term hereof. All rental to be paid by TENANT to LANDLORD shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such places as may be designated from time to time by LANDLORD.

B. Rental Deposit. In accordance with the terms and covenants of this Article 6, TENANT contemporaneously with the execution of this LEASE has deposited with the LANDLORD and receipt is hereby acknowledged of an amount sufficient to cover (a) the fixed minimum rent, and (b) TENANT's Estimated Pro Rate Share of the COMMON AREA Maintenance Costs, as due and payable for the first full calendar month of said LEASE Term; and another such monthly payment is due and payable on or before the first day of the second month and each succeeding month during the Term of this LEASE.

C. Late Charges. In the event of any failure of TENANT to pay rents or any other monies due LANDLORD, LANDLORD shall have the right to assess TENANT a late charge in addition to the amounts then due and without prior demand therefor and without any deduction or offset. Beginning on the third day after the date on which said payment was due, LANDLORD may assess TENANT an amount of Fifty Dollars (\$50.00) for each such day up to and including the date on which TENANT shall tender the late rental payments and the total of the late charges computed as hereinabove provided.

For the purpose of this Section, tender of rents, monies and/or late charges due hereunder

shall be considered to have been made on the date same are received by LANDLORD.

7. REAL ESTATE TAXES. In addition to all rents herein reserved, TENANT shall pay to LANDLORD the annual increase in the real estate taxes and assessments levied upon and assessed against the herein demised premises including the improvements thereon for each year of the Term of this LEASE over and above the taxes of 1997, after such premises shall have been fully assessed for taxes as completed premises by the tax assessor's office. Such increase in taxes shall be payable within thirty (30) days after the end of the calendar year in which each of said fiscal tax years commenced, and upon receipt by TENANT of a statement in writing from LANDLORD setting forth the amount of such tax increase.

The taxes on the demised premises shall be apportioned according to the floor area of the demised premises as it relates to the total floor area of the building or buildings, as the case may be, for which a separate assessment shall be made, and which building or buildings includes the demised premises.

Any such tax increase for the year in which this LEASE ends shall be apportioned and adjusted. With respect to any assessment which may be levied against or upon the demised premises and which, under the laws then in force, may be evidenced by improvement or other bonds, or may be paid in annual installments, TENANT shall be required to pay each year only the amount of such annual installment or portion thereof constituting a tax increase (with appropriate proration for any partial year) and shall have an obligation to continue such payments after the termination of this LEASE.

8. PERSONAL PROPERTY TAXES. During the Term hereof, TENANT shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of TENANT contained in the demised premises, and when possible TENANT shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of LANDLORD. In the event any or all of the TENANT's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the LANDLORD's real property, the TENANT shall pay to LANDLORD its share of such taxes within ten (10) days after delivery to TENANT by LANDLORD of a statement in writing setting forth the amount of such taxes applicable to the TENANT's property.

9. CONSTRUCTION. LANDLORD agrees that he will, after the execution of this lease by TENANT, commence and pursue to completion the construction of the improvements to be erected by LANDLORD, or LANDLORD's designated contractor, to the extent shown on the attached Exhibit "C" labeled "Description of LANDLORD's Work and TENANT's Work," which exhibit is incorporated herein and by this reference made a part of this LEASE.

LANDLORD and TENANT hereby agree that in the event the demised premises are not completed and possession delivered to TENANT on or before one (1) year from the date first above written, then and in that event this LEASE shall be deemed null and void, have no further force or effect, and any security deposit made herewith shall be promptly returned to the TENANT.

SIC


10. COMMON AREAS.

A. Use of Parking Facilities and Other COMMON AREAs. LANDLORD covenants that an area equal to the common and parking areas as shown in the attached Exhibit "A" which is made a part hereof, shall be at all times available for the non-exclusive use of TENANT during the full Term of this LEASE or any extension of the Term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. LANDLORD reserves the right to change the entrances, exits, traffic lanes and the boundaries and location of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article 10, said parking area or areas shall at all times be equal or equivalent to that shown on the attached Exhibit "A".

Tenant is granted the right to (15) non-assigned parking spaces to be located on the south end of the parking lot. Tenant agrees to be responsible for removing any vehicles above such 15 vehicle limit.

LANDLORD shall have the right to maintain and operate lighting facilities on all of the parking areas and to police all of the parking and other common areas, including, without limitation, the right to discourage non-customer parking, to designate and regulate employee parking areas, and to do and perform such other reasonable acts with respect to said common areas as in the judgment of LANDLORD and LANDLORD's counsel may be legally necessary to prevent a dedication thereof to the public.

B. Use Prohibited. TENANT agrees it shall not locate or install or cause to be located or installed on the sidewalk and service area (if any) immediately adjoining the leased premises any bike racks, newspaper holder stands, vending machines of any kind, mailboxes, telephone booths, or any other device of a similar nature which would impede or obstruct the sidewalks and service area, and TENANT further agrees to keep said sidewalk and service area swept and free from trash, rubbish, garbage and other refuse and additionally to maintain in a neat and clean condition that area to the rear of the leased premises designated as the garbage or refuse collection area for the use of TENANT. At the option of LANDLORD, TENANT, at its sole cost and expense, shall provide and maintain a dumpster or other authorized container for the deposit of such garbage and refuse and said dumpster or authorized container shall be located in the collection areas designated by LANDLORD. In this connection TENANT further agrees to remove or cause to be removed, at its sole expense, from any and all areas throughout the Building, save and except the interior of the leased premises, all articles or devices owned by or under the control of TENANT and to keep such articles or devices within the interior of the leased premises.

C. COMMON AREA Maintenance. LANDLORD agrees to maintain and repair, for the account of and at the expense of TENANT, throughout the original and any extended Term of this LEASE, the common areas and facilities of the Building, including, but not limited to, the automobile entrance, exits, driveways, parking areas, pedestrian walks, canopies, landscaped areas, service areas

and Building signs, and LANDLORD will keep the parking area illuminated during all hours of darkness during which the building is open for business and will keep swept and in a neat, clean condition all of said common areas, save and except the sidewalk and all service areas designated as garbage or refuse collection area for the use of TENANT. Said maintenance and repairs shall include, as more specifically set forth below, all repairs and replacements and the supplies and materials therefor, which in LANDLORD's reasonable judgment are necessary to preserve the utility of said common areas and facilities in the condition same were in at the time of their completion, reasonable wear and tear only excepted. Subject to all of the provisions of this LEASE relevant hereto, TENANT promises and agrees to pay, as additional rent hereunder, at the office of the LANDLORD or at such other place designated by LANDLORD, without any prior demand therefor and without any deduction or offset, throughout the original and any extended Term of this LEASE, its Pro Rate Share of COMMON AREA Maintenance Costs, said costs to mean that portion of the whole of the COMMON AREA Maintenance Costs determined by multiplying the total cost thereof by a fraction, the numerator of which is the square foot area of the leased premises and the denominator of which is the square foot area of the gross leasable area completed on January 1 of each calendar year in the Building. The amounts due from TENANT as its Pro Rate Share of the COMMON AREA Maintenance Costs shall be estimated by LANDLORD from time to time and paid by TENANT, in equal monthly installments of such estimated amount, monthly in advance, upon the first day of each calendar month; said amounts shall be adjusted between LANDLORD and TENANT at the end of each calendar year, and any fractional calendar year, during the original and any extended Term of this LEASE and at the expiration or earlier termination of this LEASE, and payment shall be made to, or refund made by, LANDLORD, as the case may be, to the end that LANDLORD shall receive the precise amount due as TENANT's Pro Rate Share of said COMMON AREA Maintenance Costs for the preceding calendar year or any fractional calendar year.

As used herein, "COMMON AREA Maintenance Costs" shall mean all costs and expenses of every kind paid or incurred during the Term of this LEASE and any extension thereof in connection with the operation and upkeep of the common areas and facilities within the Building, including, but not limited to, lighting, sweeping, cleaning, draining and striping the parking and service areas, and, where necessary, the cost of replacing any of said common facilities, personnel to implement such services and to police the automobile parking and common areas; real and personal property taxes and assessments thereon; adequate public liability and property damage insurance on the automobile parking and common areas (which shall be carried and maintained by LANDLORD) and a reasonable allowance to LANDLORD for LANDLORD's supervision of said automobile parking and common areas (but said costs of supervision shall not exceed in any calendar year ten percent (10%) of the total of the aforementioned expenses for said calendar year). LANDLORD may, however, cause any or all of said services to be provided by an independent contractor or contractors.

If requested by TENANT, LANDLORD agrees to furnish to TENANT a statement itemized in reasonable detail setting forth the total expenses for the automobile parking and common areas for the previous yearly period, said statement to be furnished within ninety (90) days after the end of each calendar year (or partial calendar year). TENANT shall have the right to audit all common area charges at its own expense.

[Handwritten signature]

11. **USES PROHIBITED - DEMISED PREMISES.** TENANT shall not use, or permit said premises, or any part thereof, to be used for storage or disposal of flammable chemicals or materials, toxic waste, toxic chemicals, hazardous waste, radioactive matter or any items relating thereto or for any purpose or purposes other than the purpose for which said premises are hereby leased; and no use shall be made or permitted to be made of said premises, nor acts done, which will increase the existing rate of insurance upon the building of which said premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall TENANT sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by standard forms of fire insurance policies. TENANT shall, at its sole cost, comply with any and all requirements, pertaining to the use of said premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances. In the event TENANT's use of the premises, recited in Article 1 hereof, results in a rate increase for the building of which the demised premises are a part, TENANT shall pay annually on the anniversary date of this LEASE, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

12. **ALTERATIONS.** TENANT shall not make, or suffer to be made, any alterations of the demised premises, or any part thereof, without the prior written consent of LANDLORD, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

13. **MAINTENANCE AND REPAIR.** TENANT shall, subject to LANDLORD's obligations as set forth in Article 21, at all times during the Term hereof, and at TENANT's sole cost and expense, keep, maintain and repair the building and other improvements upon the demised premises in good and sanitary order and condition (except as hereinafter provided with respect to LANDLORD's obligations), including without limitation, the maintenance and repair of any canopies, store front, doors, window casements, glazing, heating and air conditioning system (if any), plumbing, pipes, electrical wiring and conduits. TENANT hereby waives all right to make repairs at the expense of LANDLORD.

By entering into the demised premises TENANT shall be deemed to have accepted the demised premises as being in good and sanitary order, condition and repair and TENANT agrees on the last day of said Term or sooner termination of this LEASE to surrender the demised premises with appurtenances in the same condition as when received, reasonable use and wear thereof excepted. TENANT shall periodically sweep and clean the sidewalks adjacent to the demised premises and shall clean the windows of the demised premises when needed or upon request from LANDLORD.

LANDLORD shall, at its sole cost and expense, keep and maintain in good repair the roof and exterior walls, excluding canopies, store fronts, windows and glass doors, doors, window easements, glazing, heating and air conditioning system, if any, plumbing, pipes, electrical wiring and conduits; provided, however, that anything to the contrary notwithstanding contained in this lease, the LANDLORD shall not be required to make any such repairs to the roof unless and until TENANT has notified LANDLORD in writing of the need for such repairs and LANDLORD shall have had a

reasonable period of time thereafter within which to commence and complete said repairs. LANDLORD agrees to use due diligence in the making of said repairs upon receipt of TENANT's notice with regard thereto.

14. COMPLIANCE WITH LAWS. TENANT shall, at its sole cost and expense, comply with all of the requirements of all Federal, State, County, Municipal and other applicable authorities now in force or which may hereafter be in force pertaining to the use and operation of said premises, and shall faithfully observe in said use and operation all Federal, State, County, Municipal and other applicable authority ordinances and statutes now in force or which shall hereinafter be in force, including but not limited to, any surcharge or additional fee for any services or utilities. The judgment of any court of competent jurisdiction, or the admission of TENANT in any action or proceeding against TENANT, whether LANDLORD be a party thereto or not, that TENANT has violated any such order or statute in said use, shall be conclusive of that fact as between the LANDLORD and TENANT.

15. INSURANCE. TENANT, as a material part of the consideration to be rendered to LANDLORD under this LEASE, hereby waives all claims against LANDLORD for damage to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time; and TENANT will hold LANDLORD exempt and harmless from any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the premises by TENANT or from the failure of TENANT to keep the premises in good condition and repair, as herein provided.

From the Commencement Date and continuing throughout the entire Term of this LEASE, TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of LANDLORD and TENANT, maintain general public liability insurance against claims for personal injury, death or property damage occurring in, upon or about the demised premises and on any sidewalks directly adjacent to the demised premises. The limitation of liability of such insurance shall be not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS per occurrence and the limit of property damage shall not be less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS per occurrence. Each such policy shall be noncancellable for any cause without first giving LANDLORD ten (10) days' prior written notice.

A copy of each such policy, or a certificate of said insurance, which shall be written by one or more responsible insurance companies approved by LANDLORD and licensed to do business in Texas, and which policy or certificate shall name the LANDLORD as additional insured, shall be delivered to LANDLORD on the Commencement Date.

During the term of this LEASE, LANDLORD shall secure and maintain policies of insurance insuring the buildings of the Building (but not the content hereof) against loss or damage by fire or other casualty under a standard extended coverage endorsement to a minimum of not less than eighty percent (80%) of the full insurance value thereof. If the cost to LANDLORD of maintaining the fire and extended coverage insurance referred to in this paragraph increases over and above TENANT's pro rata share based upon square footage for the year the LEASE commenced, in any lease year,

TENANT covenants and agrees to pay LANDLORD, as additional rent, a sum of money equal to TENANT's prorated portion of such increases over and above the amount of such insurance costs attributable to said calendar year. In this event, LANDLORD shall furnish TENANT a statement, showing in reasonable detail the amount owed by TENANT, together with a true copy of the premium statement, showing the cost of such increase, and within ten (10) days after the receipt of said statement, TENANT shall pay TENANT's Pro Rata Share of the insurance increase costs, payable in advance at LANDLORD's option, based upon the amount required by LANDLORD's statement. Such insurance premium shall always be based upon standard risks and any excess risk costs shall be borne solely by the LANDLORD and/or the TENANT responsible for such hazard.

From the Commencement Date and continuing during the Term of this LEASE, TENANT covenants that it will keep the trade fixtures, operating equipment, furnishings, fixtures, and any other equipment furnished and installed by TENANT for the proper operation of TENANT's business, insured against loss or damage by fire or other casualty, with extended coverage insurance in an amount equal to ninety percent (90%) of the full insurable value thereof, written by one or more responsible insurance companies approved by LANDLORD and licensed to do business in the State of Texas, insuring LANDLORD and TENANT as co-insureds. Each such policy shall be noncancellable for any cause without first giving LANDLORD ten (10) days' prior written notice. A copy of each such policy, or a certificate of said insurance, shall be delivered to LANDLORD on the Commencement Date.

16. TENANT'S PROPERTY AND LIENS. TENANT shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by TENANT. TENANT shall be responsible for and shall pay, before same becomes delinquent, all Federal, State, County and Municipal taxes assessed against any leasehold interest or personal property of any kind owned by or placed in, on or about the leased premises by TENANT during the Term of this LEASE, and all taxes on trade fixtures, inventory and merchandise, and all sales, excise and other taxes on TENANT's business shall be paid by TENANT.

Any work or equipment, including, without limitation, trade fixtures, and any other equipment necessary for the property operation of TENANT's business shall be furnished and installed by TENANT at its own cost and expense. All trade fixtures to be installed by TENANT shall be new or completely reconditioned. TENANT shall not do any construction or make any alterations which may diminish the value of the building, or install any equipment other than trade fixtures or operating equipment, without first submitting to LANDLORD complete plans and specifications for such work or alterations together with the name of persons or company to perform such work and obtaining LANDLORD's written approval and consent thereto.

At LANDLORD's option, any such approved additions, alterations, improvements and/or fixtures furnished or installed by TENANT which are permanently affixed to the premises including all window coverings, other than unaffixed movable trade fixtures and equipment, shall upon the expiration or earlier termination of this LEASE become the property of LANDLORD; or in the alternative, LANDLORD may require TENANT to remove said additions, alterations, improvements

and/or fixtures, as well as all unaffixed, movable trade fixtures and equipment of TENANT, and TENANT will be required to restore the leased premises to the condition they were in upon delivery of possession thereto under this LEASE, reasonable wear and tear excepted. Any damage caused by the installation and/or removal of TENANT's fixtures and equipment as provided for in this Article 16 shall be repaired at TENANT's sole cost and expense.

17. ABANDONMENT. TENANT shall not vacate or abandon the demised premises at any time during the Term of this LEASE; and if TENANT shall abandon, vacate or surrender the demised premises or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the demised premises shall be deemed to be abandoned, and shall become the property of LANDLORD, at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

The parties hereto expressly agree that if during the original or any extended Term of this LEASE, TENANT and/or any agent, subtenant or assignee of TENANT shall discontinue conducting the business above described in the leased premises, or in a substantial part thereof (temporary cessation due to remodeling, repairs, restoration, civil or religious holidays, death of personnel, riots and other conditions beyond TENANT's control only excepted), TENANT shall be deemed to be in default of this LEASE.

18. SIGNS. LANDLORD shall have the exclusive right to approve or disapprove the design, color(s), size and location of any and all exterior signs, whether permanent, temporary or portable, erected and/or maintained on the exterior of the leased premises or other buildings or structures or on the common area throughout the Building. TENANT shall not install, maintain or paint any sign on the exterior wall of the leased premises without first obtaining LANDLORD's written approval and consent. If LANDLORD provides and maintains a pylon for the Building, LANDLORD reserves the exclusive right to regulate and control the use thereof and to determine which tenants, if any, shall be permitted to place individual signs thereon and the consideration therefor. LANDLORD's judgment in this regard may be exercised arbitrarily and exclusive of any other considerations, and TENANT herein shall have no right to require a pylon be provided or maintained or to place an individual sign thereon if a pylon be so provided. If a pylon is provided, and TENANT receives written permission from LANDLORD to erect a sign on the pylon, LANDLORD shall have the exclusive right to approve or disapprove the design of such sign. If TENANT elects to participate in a pylon sign, then TENANT shall pay its pro rata share of the costs to erect the structure, and the total costs of its individual sign.

TENANT shall not affix or maintain upon the glass panes and/or supports of the show windows, doors, and/or the exterior walls of the premises, any signs, advertising placards, names, insignia, trademarks, store hours designation, descriptive material or any other such like item or items except such as shall have first received the written approval of the LANDLORD as to size, type, color, location, copy, nature and display qualities.

In addition, no advertising medium shall be utilized by TENANT which can be heard or experienced outside the TENANT's premises, including, but not limited to, flashing lights,

searchlights, loudspeakers, phonographs, radios or television. TENANT shall not display, paint, place or cause to be placed, or distributed, any handbills, bumper stickers or other advertising devices within the Building or on any vehicle parked in the parking area of the Building, whether belonging to TENANT, TENANT's agent, or to any other person.

19. UTILITIES AND TRASH REMOVAL. TENANT shall pay before delinquency any and all charges for water, sewer, gas, heat, electricity, power, telephone service and all other services of utilities used in, upon, or about the demised premises by TENANT or any of its subtenants, licensees, or concessionaires during the Term and any extension or renewal of the Term of this LEASE. Also, TENANT shall pay any assessment fees from any City, State, or Municipality to be paid in connection with obtaining any necessary permits for the construction or redesign of the Demised Premises. LANDLORD does not warrant or guarantee that utilities are available for the herein stated use.

Under no circumstances will LANDLORD be responsible or liable for any of the following:

- (1) Relocation of any line, lead or service, the location of which is required by TENANT's relocation of outlets in the interior of the leased premises;
- (2) Maintenance of any line, pipe or conduit in the interior of the leased premises and connected to any such line, lead or service; or
- (3) Interruption of TENANT's business or damage to TENANT's property due to the stoppage or break in or the repair, replacement or relocation of any such lead, line or service, unless caused by LANDLORD's negligence.

LANDLORD reserves the right and option (but shall have no obligation) to supply any one or more of the following services: Water, electricity, gas, sanitary sewer disposal and/or garbage pickup and disposal. If any or all of said services are supplied by LANDLORD, TENANT shall purchase the use of such services as are tendered by LANDLORD and shall pay the rates, including any established minimum charges and administrative expense established by LANDLORD for such services, provided that the rate shall be comparable to that charged by the municipal, public or private suppliers serving the area in which the Building is situated. TENANT shall pay LANDLORD for such services as additional rent upon receipt from LANDLORD of a statement of charges for such services for the previous calendar year or partial calendar year within ten (10) days' after receipt of said statement. LANDLORD may discontinue furnishing such services if the same are not so paid for upon not less than five (5) days' written notice and no such discontinuance shall be deemed an eviction or render LANDLORD liable to TENANT for damages or relieve TENANT from the performance of its obligations hereunder. If LANDLORD shall elect to furnish one or more of such services from time to time, LANDLORD shall not be liable to TENANT in damages or otherwise if any one or more of such services is interrupted or terminated as a result of necessary repairs, installation and/or improvements to the specific system providing such utility or service, construction, expansion and/or excavation in said Building or on premises LANDLORD now owns or henceforth may own adjacent to or adjoining said Building, or any other cause beyond LANDLORD's control. In any event, LANDLORD may cease to furnish any one or more of said services without any

SF


responsibility to TENANT, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Any services which LANDLORD is required or shall elect to furnish pursuant to this Article 19 may be furnished by any agent employed by LANDLORD or by an independent contractor. The amounts due from TENANT for such Services as additional rent may be estimated by LANDLORD, at LANDLORD's option, for each calendar year and in such event said amount shall be paid by TENANT in equal monthly installments of such estimated amount, monthly in advance, upon the first day of each calendar month; said amounts shall be adjusted between LANDLORD and TENANT at the end of each such calendar year and any fractional calendar year, during the Term of the LEASE and at the expiration or earlier termination of this LEASE, and payment shall be made or, or refund made by, LANDLORD, as the case may be, to the end that TENANT shall pay its exact pro rata share for such services for the preceding calendar year or any fractional calendar year.

20. ENTRY AND INSPECTION. TENANT shall permit LANDLORD and his agents to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of nonliability for alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are located any usual or ordinary "For Sale" signs. LANDLORD shall be permitted to do any of the above without any rebate of rent and without any liability to TENANT for any loss of occupation or quiet enjoyment of the premises thereby occasioned. TENANT shall permit LANDLORD, at any time within thirty (30) days' prior to the expiration of this LEASE, to place upon said premises any usual or ordinary "For LEASE" signs and during such thirty (30) day period LANDLORD or his agents may, during normal business hours, enter upon said premises and exhibit same to prospective tenants.

21. DAMAGE AND DESTRUCTION OF PREMISES. In the event of (a) partial destruction of said premises or the building containing same during said Term which requires repairs to either said premises or said building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than TENANT's act, use or occupation, which declaration requires repairs to either said premises or said building, LANDLORD shall forthwith make said repairs provided TENANT gives to LANDLORD thirty (30) days' written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in anywise annul or void this LEASE except that TENANT shall be entitled to a proportionate reduction of minimum guaranteed rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by TENANT in said premises. However, if during the last six (6) months of the Term of this LEASE the building is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five (25%) percent of its then replacement cost (excluding foundations), LANDLORD may within thirty (30) days following the date such damage occurs terminate this LEASE by written notice to TENANT. If LANDLORD, however, elects to make said repairs, and provided LANDLORD uses due diligence in making said repairs, this LEASE shall continue in full force and effect and the

minimum guaranteed rental shall be proportionately reduced as hereinabove provided. If LANDLORD elects to terminate this LEASE all rentals shall be prorated between LANDLORD and TENANT as of the date of such destruction.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at a time during the Term hereof to an extent of more than twenty-five percent (25%) of its then replacement cost (excluding foundations) as a result of a casualty not insured against, LANDLORD may within thirty (30) days following the date such damage occurs terminate this LEASE by written notice to TENANT. If LANDLORD does not elect to so terminate because of said uninsured casualty, LANDLORD shall promptly rebuild and repair said premises and TENANT's rental obligation shall be proportionately reduced as hereinabove provided.

22. ASSIGNMENT AND SUBLETTING BY TENANT. TENANT shall not assign this LEASE, or any interest therein, and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of TENANT excepted) to occupy or use the demised premises, or any portion thereof, without first obtaining the written consent of LANDLORD. Consent by LANDLORD to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named TENANT from liability for the continued performance of the terms and provisions on the part of TENANT to be kept and performed, unless LANDLORD specifically and in writing releases the original named TENANT from said liability. Any assignment or subletting without the prior written consent of LANDLORD shall be void and shall, at the option of LANDLORD, terminate this LEASE. This LEASE shall not, nor shall any interest therein, be assignable, as to the interest of TENANT, by operation of Law, without the prior written consent of LANDLORD. However, it is further understood and agreed that TENANT shall not sell, convey or assign any interest in the corporation which is the leasing entity without prior written approval from LANDLORD, and if LANDLORD does not agree to the sale, conveyance or assignment of the corporation, LANDLORD may, at LANDLORD's option, terminate this LEASE. If LANDLORD consents to an assignment, sublease, occupation or use by another person, it is understood and agreed that LANDLORD may renegotiate the terms and conditions of this LEASE Agreement.

23. LANDLORD'S LIEN AND SECURITY AGREEMENT. TO SECURE THE PAYMENT OF ALL RENT THAT MAY BECOME DUE TO LANDLORD UNDER THE TERMS OF THIS LEASE, LANDLORD SHALL HAVE AND IS HEREBY GIVEN AN EXPRESS, VALID, PREFERENCE LIEN UPON ALL THE GOODS, WARES, MERCHANDISE, FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT OF TENANT IN THE PREMISES OR THAT MAY BE PLACED OR KEPT THEREIN DURING THE LEASE TERM, AND THIS EXPRESS LIEN SHALL NOT BE CONSTRUED AS A WAIVER OF THE STATUTORY LANDLORD'S LIEN, BUT IS CUMULATIVE THEREOF AND IN ADDITION THERETO.

THIS INSTRUMENT SHALL CONSTITUTE A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF TEXAS WHICH SHALL SECURE THE

LIENS OF LANDLORD HEREIN RETAINED WHICH SHALL AT ALL TIMES BE A VALID LIEN FOR ALL RENT, AND OTHER SUMS OF MONEY BECOMING DUE HEREUNDER FROM TENANT, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE AND OTHER PERSONAL PROPERTY OF TENANT SITUATED ON THE PREMISES AND THE PROCEEDS (HEREFROM, AND SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM WITHOUT THE CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENT, AS WELL AS ANY AND ALL OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER, SHALL FIRST HAVE BEEN PAID AND DISCHARGED). TENANT SHALL EXECUTE ANY INSTRUMENT NECESSARY TO CARRY OUT THE TERMS OF THIS PARAGRAPH. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY TENANT AS HEREINABOVE DEFINED, LANDLORD SHALL HAVE THE OPTION, IN ADDITION TO ANY OTHER REMEDIES PROVIDED HEREIN OR BY LAW, TO ENTER UPON THE PREMISES WITHOUT THE PERMISSION OF TENANT TO CHANGE THE LOCKS ON THE DOORS OF THE LEASED PREMISES, WITHOUT SUPPLYING TENANT A KEY THERETO AND TO TAKE POSSESSION OF ANY AND ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE AND OTHER PERSONAL PROPERTY OF TENANT SITUATED ON THE PREMISES WITHOUT LIABILITY FOR TRESPASS OR CONVERSION, TO SELL THE SAME WITH OR WITHOUT NOTICE AT PRIVATE OR PUBLIC SALE, WITH OR WITHOUT HAVING SUCH PROPERTY AT THE SALE, AT WHICH LANDLORD OR ITS ASSIGNS MAY PURCHASE, AND TO APPLY THE PROCEEDS THEREFROM, LESS ANY AND ALL EXPENSES IN CONNECTION WITH THE TAKING OF POSSESSION AND SALE OF THE PROPERTY, AS A CREDIT AGAINST ANY SUMS DUE BY TENANT TO LANDLORD. ANY SURPLUS SHALL BE PAID TO TENANT, AND TENANT AGREES TO PAY ANY DEFICIENCY FORTHWITH. ALTERNATIVELY, THE LIEN HEREBY GRANTED MAY BE ENFORCED BY LANDLORD IN ANY OTHER MANNER PROVIDED BY LAW.

24. DEFAULT. A. In the event of any breach of this LEASE by TENANT, the LANDLORD shall notify the TENANT in writing of such breach and TENANT shall have five (5) days in which to cure any such breach as to payments of rent or other sums due hereunder, and ten (10) days to cure any other breach, and if TENANT shall fail to cure such breach within such time limit, then an event of default shall be deemed to have occurred, and LANDLORD, besides other rights or remedies LANDLORD may have, shall have the immediate right of re-entry and the right to change the locks on the doors of the leased premises without supplying Tenant a key thereto and may remove all persons and property from the premises; and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, TENANT. Should LANDLORD elect to re-enter, as herein provided, or should LANDLORD take possession pursuant to legal proceedings or pursuant to any notice provided for by law, LANDLORD may either terminate this LEASE or may from time to time, without terminating this LEASE, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this LEASE) and at such rental or rentals and upon such other terms and conditions as LANDLORD in its sole discretion may deem advisable, with the right to make alterations and repairs to said premises. Upon such reletting (a) TENANT shall be immediately liable to pay to LANDLORD, in addition to any indebtedness other than rent due hereunder, the cost and expense of such reletting and of such alteration and repair, incurred by LANDLORD, and the amount, if any, by which the rent stipulated in this LEASE for the

period of such reletting (up to but not beyond the Term of this LEASE) exceeds the amount agreed to be paid by a new tenant as rent for the demised premises for such period of such reletting; and (b) at the option of LANDLORD, rents received by said LANDLORD from such reletting shall be applied as follows: First, to the payment of any indebtedness, other than rent, due hereunder from TENANT to LANDLORD; Second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; Third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by LANDLORD and applied in payment of future rent as the same may become due and payable hereunder. If TENANT has not been credited with any rent to be received by such reletting under (a) above, and such rent shall not be promptly paid to LANDLORD by the new tenant, or if such rentals received from reletting during any month be less than that owed during that month by TENANT hereunder, TENANT shall pay any such deficiency to LANDLORD. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of said premises by LANDLORD shall be construed as an election on LANDLORD's part to terminate this LEASE unless a written notice of such intention be given to TENANT or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination, LANDLORD may at any time thereafter elect to terminate this LEASE for such previous breach. Should LANDLORD at any time elect to terminate this LEASE for any breach, in addition to any other remedies he may have, LANDLORD may recover from TENANT all damages incurred by LANDLORD by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent stipulated in this LEASE for the remainder of the stated Term of this LEASE over the then reasonable rental value of the premises for the remainder of the stated Term, all of which amounts shall be immediately due and payable from TENANT to LANDLORD.

B. Alternatively, on termination for Tenant's default, Landlord may elect to receive liquidated damages in an amount equal to the monthly Base Rental and monthly Forecast Additional Rental payable hereunder for the month during which this lease is terminated times twelve (12) which amount shall be in lieu of the payment of damages Landlord may suffer by reason of such termination, but which shall not be in lieu of or reduce in any way any amount due from Tenant (including accrued rental) or damages incurred by Landlord due to breach by Tenant of any covenant or other obligation herein (whether or not liquidated) which accrued prior to the termination of this lease. Nothing contained in this lease shall limit or prejudice the right of Landlord to prove for and obtain in any proceedings to enforce Landlord's rights hereunder, including without limitation, any proceedings for bankruptcy or insolvency by reason of the termination of this lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

25. **INSOLVENCY OF TENANT.** TENANT agrees that in the event all or substantially all of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continue for a period of ten (10) days, or should TENANT make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should TENANT institute any proceedings under any state or federal bankruptcy act wherein TENANT seeks to be adjudicated bankrupt, or seeks to be discharged of its debts, or should any involuntary proceeding be filed against such TENANT under

such bankruptcy laws and TENANT consent thereto or acquiesce therein by pleading or default, then this LEASE or any interest in and to the demised premises shall not become an asset in any of such proceedings and in any of such events, and in addition to any and all rights or remedies of LANDLORD hereunder or as provided by law, it shall be lawful for LANDLORD at its option to declare the Term hereof ended and to reenter the demised premises, whether such action be voluntary, involuntary, or pursuant to any assignment for the payment of creditors unless pursuant to any bankruptcy or other insolvency proceeding and unless prior written permission is obtained from LANDLORD.

26. SURRENDER OF LEASE. The voluntary or other surrender of this LEASE by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to it of any or all of such subleases or subtenancies.

27. SALE OF PREMISES BY LANDLORD. In the event of any sale of the demised premises by LANDLORD, LANDLORD shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this LEASE arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the demised premises shall be deemed, without any further agreement between the parties or their successor in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the LANDLORD under this LEASE.

28. ATTORNEY'S FEES. In the event the LANDLORD finds it necessary to retain an attorney in connection with the default by the TENANT in any of the agreements or covenants contained in this LEASE, TENANT shall pay reasonable attorney's fees to said attorney.

29. SECURITY DEPOSIT. TENANT contemporaneously with the execution of this LEASE, has deposited with LANDLORD a security deposit in the sum provided for in Article 1, receipt of which is hereby acknowledged by LANDLORD, said deposit being given to secure the faithful performance by TENANT of all of the terms, covenants and conditions of this LEASE by the TENANT to be kept and performed during the Term hereof. TENANT agrees that if the TENANT shall fail to pay any rents or other sums herein reserved promptly when due, said deposit may, at the option of the LANDLORD (but LANDLORD shall not be required to) be applied to any rents or any sums due and unpaid, and if TENANT violates any of the other terms, covenants and conditions of this LEASE, said deposit may be applied to any damages suffered by the LANDLORD as a result of TENANT's default, to the extent of the amount of the damages suffered.

Nothing contained in this Article 30 shall in any way diminish or be construed as waiving any of the LANDLORD's other remedies as provided in Article 25 hereof, or by law or at equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by LANDLORD for the payment of overdue rent or other sums due and payable to LANDLORD by TENANT hereunder, then TENANT shall, on the written demand of LANDLORD, forthwith remit to LANDLORD a sufficient amount in cash to restore said security deposit to its original amount, and TENANT's failure

to so act within fifteen (15) days after receipt of such demand shall constitute a breach of this LEASE. Should TENANT comply with all of the terms, covenants and conditions of this LEASE and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by TENANT to LANDLORD hereunder, said security deposit shall be returned in full to TENANT at the end of the Term of this LEASE, or upon the earlier termination of this LEASE pursuant to the provisions of Article 21 hereof. LANDLORD shall have the right to commingle said security deposit with other funds of LANDLORD. LANDLORD may deliver the funds deposited herein by TENANT to the purchaser of LANDLORD's interest in the demised premises in the event that such interest be sold, and thereupon LANDLORD shall be discharged from further liability with respect to such deposit.

30. **COMPETITION.** During the term of this LEASE LANDLORD reserves the right to lease or sublease to any similar or competing business within the boundary of the Building except for a private educational learning center with grades from 6 through 12..

31. **HOLDING OVER.** Any holding over after the expiration of the Term or earlier termination of this LEASE, with the consent of LANDLORD, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days' written notice, and at a minimum rental of One Hundred Twenty-Five (125%) percent of minimum rental set forth in Article 6 herein and otherwise upon terms and conditions as existed during the last year of the Term hereof.

32. **NOTICES.** Wherever in this LEASE it shall be required or permitted that notice and demand be given or served by either party to this LEASE to or on the other, such notice of demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by registered or certified mail, addressed (a) if to LANDLORD, at the address provided in Article 1 for LANDLORD, or at such other address as LANDLORD may designate by written notice, and (b) if to TENANT, at the address provided in Article 1 for TENANT or at such other address as TENANT shall designate by written notice.

33. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

34. **TENANT'S PERFORMANCE.** In the event TENANT shall fail within any time limits which may be provided herein to complete any work or perform any other requirement provided to be performed by TENANT prior to the commencement hereof, or in the event TENANT shall cause a delay in the completion of any work, LANDLORD shall send TENANT written notice of said default and if said default is not corrected within seven (7) days thereafter, LANDLORD shall have the option of terminating this LEASE by a written notice of termination and upon forwarding of said notice this LEASE shall cease and terminate. LANDLORD shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as TENANT may have annexed to the realty that cannot be removed without damage thereto.

35. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted) performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 36 contained shall excuse TENANT from the prompt payment of any rental or other charge required of TENANT hereunder except as may be expressly provided elsewhere in this LEASE.

36. **MARGINAL CAPTIONS.** The various headings and numbers herein and the grouping of the provisions of this LEASE into separate articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

37. **TIME.** Time is of the essence of this LEASE.

38. **WASTE AND NUISANCES.** TENANT shall not commit or suffer to be committed any waste upon the leased premises and shall not commit or suffer to be committed therein any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises are situated or in the Building, or which may disturb the quiet enjoyment of any person within the immediate vicinity of the Building.

39. **SUBORDINATION ATTORNMENT.** Upon request of the LANDLORD, TENANT will in writing subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the land and building of which the demised premises are a part, and upon any buildings hereafter placed upon the land of which demised premises are a part, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the LANDLORD covering the demised premises, the TENANT shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LANDLORD under this LEASE.

The provisions of this Article to the contrary notwithstanding, and so long as TENANT is not in default hereunder, this LEASE shall remain in full force and effect for the full Term hereof.

40. **ASSIGNMENT BY LANDLORD.** LANDLORD reserves the right to sell, assign or hypothecate its interests in this LEASE or the land under the Building of which the demised premises are a part, and in such event if an offset statement be required, TENANT agrees to deliver within ten (10) days in recordable form a certificate addressed to any such proposed mortgagee or purchaser or to the LANDLORD certifying that this LEASE is in full force and effect (if such be the case) and that there are no defaults or offsets thereto claimed by TENANT.

50


41. **LENDER'S APPROVAL.** TENANT hereby agrees to make any and all changes to this LEASE as may be reasonably requested by the holder of any mortgage or deed of trust or any lending institution having an interest in the Building of which the demised premises are a part.

42. **SEPARABILITY.** If any term or provision of this LEASE or the application thereof to any person, property or circumstance is to any extent deemed to be invalid or unenforceable, the remaining terms or provisions shall not be affected thereby, and each term and provision of this LEASE shall be valid and enforced to the fullest extent permitted by law.

43. **CONDEMNATION PROCEEDS.** Notwithstanding anything to the contrary in the foregoing provision of this LEASE, the requisitioning of the demised premises or any part thereof by military or other public authority for purposes arising out of a temporary emergency or other temporary situation or circumstances shall constitute a taking of the demised premises or a portion thereof by eminent domain only when the use and occupancy by the requisitioning authority has continued for one hundred eighty (180) days. During such one hundred eighty (180) day period and if this LEASE is not terminated under the foregoing provisions of this Article, then for the duration of the use and occupancy of the demised premises by the acquisitioning authority, any obligation of TENANT under this LEASE to pay rent based on a percentage of the gross sales of TENANT's business and all of the other provisions of this LEASE shall remain in full force and effect, except that the minimum rent shall be reduced in the same proportion that the amount of the gross floor area of the demised premises requisitioned bears to the total floor area of the demised premises for the period involved.

In the event of permanent condemnation of a portion of the demised premises, so that in reasonable judgment of LANDLORD the premises remaining would be unsatisfactory for TENANT's business operation, this LEASE may be cancelled at LANDLORD's option or LANDLORD may restore the remaining portion of the demised premises to proper tenantable condition forthwith. During this period of restoration, LANDLORD shall adjust the rental of the demised premises in the proportion the area which is being restored has to the total area of the demised premises.

If any part of the COMMON AREA should be taken as aforesaid, this LEASE shall not terminate, nor shall the rent payable hereunder be reduced, except that either LANDLORD or TENANT may terminate this LEASE if the area of the COMMON AREA remaining following such taking plus any additional parking area provided by LANDLORD in reasonable proximity to the building within ninety (90) days after the date of any such taking shall be less than seventy (70%) percent of the area of the COMMON AREA immediately prior to the taking. Any election to terminate this LEASE in accordance with this provision shall be evidenced by written notice of termination delivered to the other party no sooner than ninety (90) days nor later than one hundred twenty (120) days after the date physical possession is taken by the condemning authority.

All compensation awarded for any taking of (or the proceeds of private sale in lieu thereof) the Demised Premises or common Area shall be the property of LANDLORD, and TENANT hereby assigns its interest in any such award to LANDLORD; provided, however, LANDLORD shall have no interest in any award made to TENANT for TENANT's moving and relocation expenses or for

the TENANT's fixtures and other tangible personal property if a separate award for such items if made to TENANT.

44. ENTIRE AGREEMENT AND AMENDMENT. THIS AGREEMENT CONSTITUTES THE SOLE AND ONLY AGREEMENT OF THE PARTIES TO THE LEASE AND SUPERSEDES ANY PRIOR UNDERSTANDINGS OR WRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES RESPECTING THE SUBJECT MATTER OF THE LEASE. NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE TERMS OF THIS LEASE SHALL BE BINDING UNLESS IT IS IN WRITING, DATED SUBSEQUENT TO THE DATE OF THIS LEASE, AND DULY EXECUTED BY THE PARTIES TO THIS LEASE.

IN WITNESS WHEREOF, the parties have duly executed this LEASE together with the EXHIBITS referred to herein and which are attached hereto, and all of the terms, covenants, agreements and obligations of this LEASE as of the day and year first above written in Article 1.

LANDLORD:

TENANT:

ALLDAY PROPERTIES LIMITED
PARTNERSHIP

THE BRIDGE SCHOOL CORPORATION
CORPORATION

BY



BY



APPLICATION

GUARANTY

TO INDUCE ALLDAY PROPERTIES LIMITED PARTNERSHIP, ("LANDLORD"), to enter into and execute the Lease Agreement dated August 5, 1997, which is attached hereto as Exhibit "A" ("Lease"), by and between LANDLORD and THE BRIDGE SCHOOL CORPORATION, TENANT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, SPYROS CATECHIS, ("Guarantor") (if more than one they shall collectively be referred to in the singular and their liability hereunder shall be joint and several) hereby unconditionally and irrevocably guarantees the prompt and full payment, performance and observance when due of all covenants, conditions and agreements therein provided to be performed and observed by Tenant and by Tenant's successors and assigns, and GUARANTOR hereby makes himself fully liable for such performance. Provided, however, Guarantor's monetary liability, exclusive of court costs and attorney's fees, shall not exceed \$20,000.00. At such time as Tenant has paid \$20,000.00 in rent (exclusive of build out costs) this guaranty shall terminate.

GUARANTOR expressly agrees that the validity of this Guaranty and its obligations hereunder shall not be terminated, affected or impaired by reason of the assertion by LANDLORD against TENANT of any of the rights or remedies reserved to LANDLORD by the Lease, or by the assertion by LANDLORD of any of his rights against any other Guarantor, by any disability of TENANT under the Lease or by the release of TENANT from any of TENANT's obligations under the Lease by operation of law. GUARANTOR further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, amendment, modification, extension or expansion of the Lease, as to any subletting, assignment or other transfer by LANDLORD whether or not GUARANTOR shall have received any notice of or consented to such renewal, amendment, modification, extension, expansion, subletting, assignment or transfer, and regardless of the release of any security held by LANDLORD or any other party liable to LANDLORD pursuant to the Lease.

This is an absolute guarantee of payment and performance, and not of collection, of all TENANT's obligations under the Lease, including but not limited to all rental, CAM and late payments. GUARANTOR hereby expressly waives (i) any right to require that any action be brought against TENANT or against any other Guarantor or any other person, or that any action be taken with respect to any security held by LANDLORD pursuant to the Lease, (ii) all rights of GUARANTOR under Chapter 34 of the Texas Business and Commerce Code, (iii) notice of acceptance of this Guaranty and of any liability to which it applies or may apply, (iv) presentment, demand of payment, notice of intent to accelerate, notice of dishonor or non-payment, collecting, suit, or the taking of any other action by LANDLORD, and (v) the giving of any notice of default or other notice to or making any demand on any party, other than any notices required by, or to be given by LANDLORD to TENANT and GUARANTOR pursuant to the Lease.

Notwithstanding any payment or payments made by GUARANTOR by reason of this Guaranty, GUARANTOR shall not be subrogated to any rights of LANDLORD until all of the obligations of TENANT under the Lease shall have been performed. Any claim of GUARANTOR against TENANT or any successor or assign of TENANT arising from any payment or payments made by GUARANTOR by reason of this Guaranty shall be in all respects subordinated to the full and complete payment or discharge of the obligations of TENANT and any such successor or assign under the Lease.

LANDLORD's delay or failure to insist upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained, or the express or implied waiver of any obligation imposed upon TENANT thereunder,

shall not impair GUARANTOR's obligations hereunder with respect to any obligations of TENANT not so waived.

GUARANTOR further agrees that his liability under this Guaranty shall be primary and that in any right of action which shall accrue to LANDLORD against TENANT under the Lease, LANDLORD may, at his option, proceed against GUARANTOR and any other Guarantor and TENANT jointly and severally, or may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT or any successor or assign of TENANT or any other GUARANTOR. The taking of any such actions against GUARANTOR shall be without prejudice to LANDLORD to proceed against TENANT or any other Guarantor or any other person, whether by separate action or joinder. GUARANTOR agrees to pay reasonable attorney's fees and all other costs and expenses which may be incurred by LANDLORD in the enforcement of this Guaranty.

All terms and provisions hereto shall inure to the benefit of the heirs, assigns and successors of LANDLORD and shall be binding upon the heirs, successors and assigns of GUARANTOR. This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas.

DATED: August 5, 1997

GUARANTOR:



SPYROS CATECHIS

APPLICATION

CITY OF HOUSTON CERTIFICATE OF OCCUPANCY

Owner or Occupant: THE BRIDGE-SCHOOL

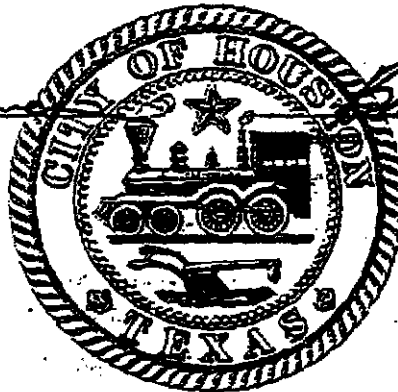
This Certificate of Occupancy must be posted in a conspicuous place on the premises and authorizes the Building(s) or Structure(s) to be occupied as:

5901	ALLDAY DR	100		
street no.	street name	suite	loc	block
CONVERT A PORTION OF OFF/WHSE TO SCHOOL ON 1ST LEVEL				216
occupancy use				occ. load
	2	01/08/98	2	EI N
subdivision	stories	date	types	groups

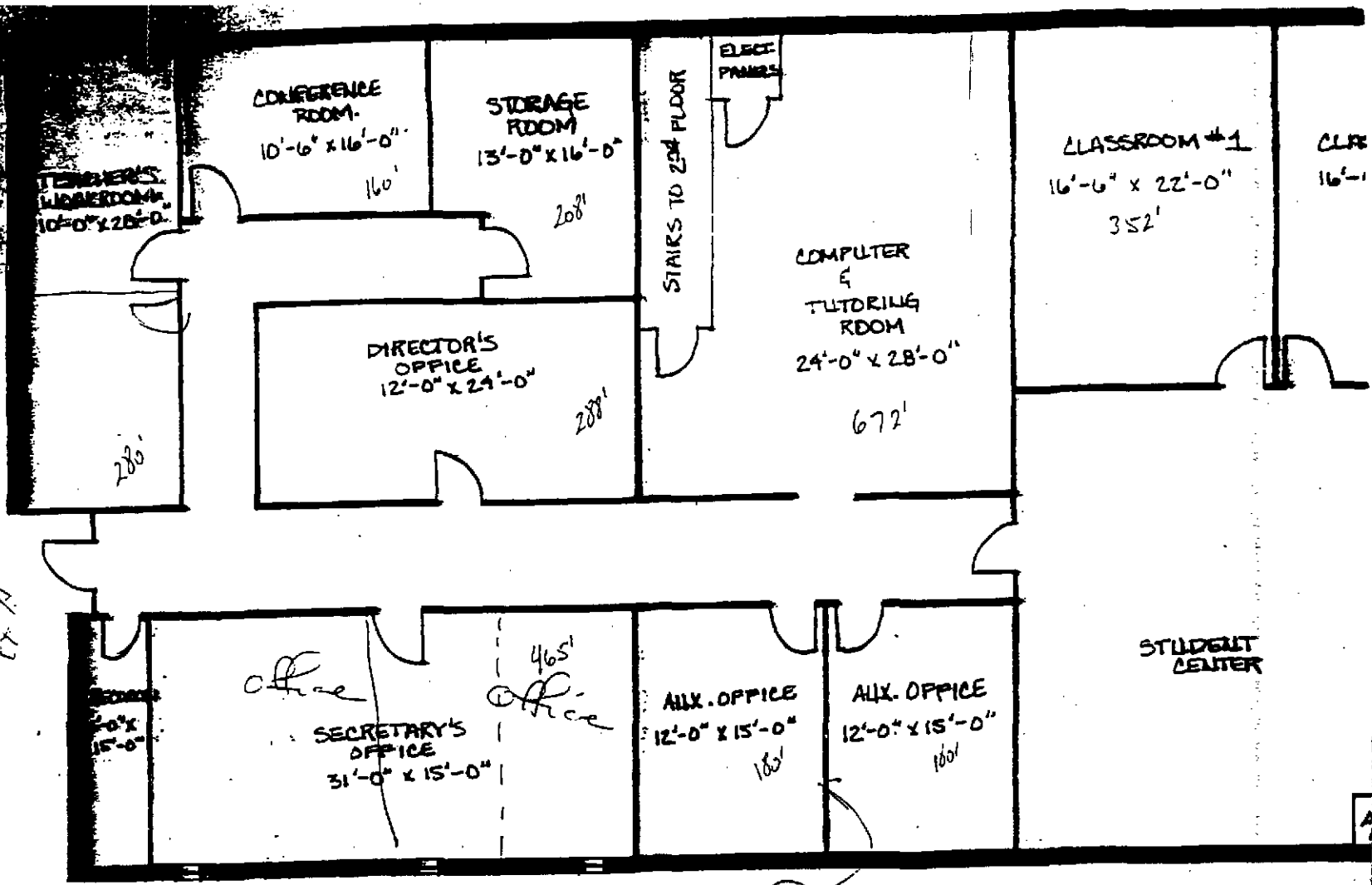
The work listed herein has been duly inspected and found to comply with all of the City of Houston Building Code requirements for the occupancy group and use shown. This Certificate covers ONLY the work described above; therefore other portions of the building may not have been inspected and may not (and are not required to) comply with all portions of the City of Houston Building Code. THIS CERTIFICATE DOES NOT CERTIFY COMPLIANCE WITH THE 'AMERICANS WITH DISABILITIES' ACT.

Project Number: 97090264
File Number: 97-12272

Don Medina
Prepared by MEDINA



Emory
Emory, Building Official 01/09/98



EX 9/21

140

5901 All day

OUT

APPLICATION

ROD
x 2

M#2
2'-0"
52'

CLASSROOM #3
16'-6" x 22'-0"
352'

CLASSROOM #4
17'-0" x 22'-0"
374'

CLASSROOM #5
17'-0" x 22'-0"
374'

CLASSROOM #6
17'-0" x 22'-0"
374'

ELECT. PANELS
CLASSROOM #7
18'-0" x 22'-0"
396'

W.F.
★
RESTROOM

STAIRS
TO
2ND
FLOOR

CLASSROOM #8
17'-0" x 21'-6"
357'

CLASSROOM #9
17'-0" x 21'-6"
357'

CLASSROOM #10
17'-0" x 21'-6"
357'

W.F.
★
REST-ROOM
JANITORS ROOM

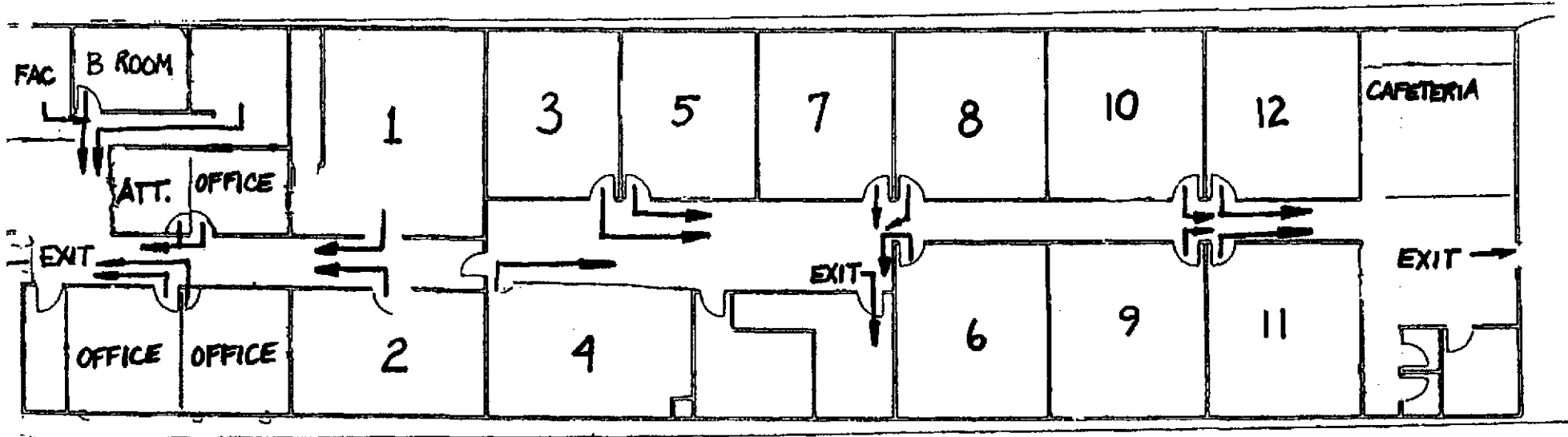
141

APPLICATION

HEALTH DEPARTMENT INSPECTION:

Not applicable. No food service preparation takes place on campus.

FIRE EXIT



143

APPLICATION

ASBESTOS MANAGEMENT PLAN:

The Southwest High School has contracted with Dolphin Environmental Consultants to inspect the facility at 5901 Allday. That inspection is scheduled for Monday, July 26, 1999, at 9:00 a.m. An asbestos plan will be developed pending that inspection.

201244000077 14.4/111 23-99 0011 01.0011011 0011011 0011011

APPLICATION

TEXAS DEPARTMENT OF HEALTH

145

BE IT KNOWN THAT

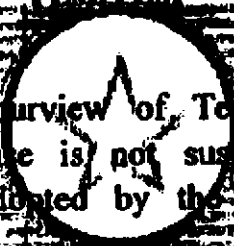
DOLPHIN ENVIRONMENTAL CONSULTANTS

is Licensed and authorized to perform as an

Asbestos Laboratory

PLM, PCM

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a, as amended, so long as this License is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.



30-0003

License Number

10/17/1998

Issue Date

10/16/1999

Expiration Date

This certificate is void after expiration date.

Todd F. Wingler, P.E.
Chief, Asbestos Programs Branch
Occupational Safety and Health Division

William R. Archer III, M.D.
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

40922

FINANCIAL AND ACCOUNTING POLICY

The Board shall adopt a standard school fiscal accounting system that conforms with generally accepted accounting principles. The uniform system for budgeting, accounting, and financial reporting shall reflect the full implementation of modified and full accrual accounting, as appropriate. This system, provided in TEA Bulletin 679, shall meet the minimum standards prescribed by the State Board of Education, subject to review and comment by the state auditor. *Education Code 44.007; 19 TAC 109.1(a)*

AUTHORIZED EXPENDITURES

The Charter School shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Civ. App. 1976)*

The Charter School shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. Nor shall the Charter School pay or authorize the payment of any claim against the Charter School under any agreement or contract made without authority of law. *Tex. Const. Art. III, Sec. 53; Harlingen ISD v. C.H. Page and Bro., 48 S.W.2d 983 (Comm. App. 1932)*

The state available funds disbursed to the Charter School shall be used exclusively for salaries of professional certified staff and for interest on money borrowed on short time to pay such salaries, when salaries become due before school funds for the current year become available. Loan for paying professional certified staff salaries may not be paid out of funds other than those for the current year. *Education Code 45.105(b)*

Local and state funds not designated for a specific purpose may be used for salaries of any personnel and for purchasing appliances and supplies; for the payment of insurance premiums; for buying school sites; for buying, building, repairing, and renting school buildings, including acquisition of school buildings and sites by leasing same through annual payments with an ultimate option to purchase; and for other purposes necessary in the conduct of the public schools is to be determined by the Board. *Education Code 45.105(c)*

A chart of accounts shall be established according to Bulletin 649 and all records shall be reported as required to PEIMS in the established format.

COMMITMENT OF CURRENT REVENUE

A contract for the acquisition, including lease, of real or personal property is a commitment of the Charter School's current revenue only, provided the contract contains either or both of the following provisions:

1. Retains to the Board the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. Is conditioned on a best efforts attempt by the Board to obtain and appropriate funds for payment of the contract.

Local Gov't Code 271.903

No public funds of the Charter School may be spent in any manner other than as provided for in the budget adopted by the Board. *Education Code 44.006(a)*

BUDGET PREPARATION

The Superintendent and the President shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the Charter School for the following fiscal year. *Education Code 44.002*

DEADLINES

The proposed budget shall be prepared on or before a date set by the State Board of Education. *Education Code 44.002(a); 19 TAC 109.1(a)*

BUDGET MEETING/PUBLIC HEARING

After the proposed budget has been prepared, the Board President shall call a Board meeting, stating the purpose of adopting a budget for the succeeding year, and also complying with the notice requirements of the Open Meetings Act.

Any constituent or community member of the Charter School may be present and participate in the hearing.

ADOPTION

The budget shall be adopted at the meeting called for that for the year in which the fiscal year covered by the budget begins.

Education Code 44.004; Gov't Code 551.041, 551.043

AMMENDMENT OF APPROVED BUDGET

The Board shall have the authority to amend the approved budget or to adopt a supplementary emergency budget to cover necessary unforeseen expenses.

Copies of any amendment or supplementary budget must be prepared and filed in accordance with State Board rules.

Education Code 44.006

CERTAIN DONATIONS

The Charter School may donate funds or other property or service to the adjutant general's department or to the Texas National Guard.

Gov't Code 431.035(c)

SALARY AND EMPLOYMENT

The Board shall approve the top executives' salary and approve a salary schedule for professional, paraprofessional and ancillary staff members. In addition, the Superintendent will make recommendations to the Board for approval regarding employment of staff to provide services for the school.

BONDS

Policy to be developed within the current school year.

SPECIAL PROGRAMS

The Charter School shall offer programs that are designed to meet the needs of economically and educationally disadvantaged students when appropriate. Eligible students may receive services from one of special needs programs when identified by the charter school:

- Special Education
- State Compensatory Education
- Limited English Proficiency
- Pregnancy Related Services (PRS)
- Gifted and Talented (G/T)
- Career and Technology
- Title I Parts A and D, Title II, Title IV, Title VI, and Title VII Part C
- Migrant Education
- Dyslexia
- Optional Extended School Year
- Child Nutrition Programs

The Charter School shall conduct a needs assessment and shall develop a plan for the use of both state and federal funds when programs are implemented. Such a plan may be determined in consultation with a task force, including, but not limited to, parents of participants; teachers; principals; administrators; and community members. When mandated by statute, all requirements of the law will be fulfilled. The plan shall include:

- A. how students shall be identified;
- B. planned services and activities;
- C. a plan for annual evaluation (performance objectives); and
- D. record-keeping and accounting procedures.

The plans shall be approved by the board.

The campus authority is directed to establish a procedure that will

- identify eligible students and their special needs;
- design a program(s) that shall satisfy those needs by interfacing, when advantageous special program services;
- monitor the progress of such programs; and
- provide assurances to state and federal agencies that such programs are in compliance with program requirements of each program with regard to conditions such as staff qualifications, staff-student ratios, student records, facilities and materials, financial accounting, reporting, and program and student evaluation.

All special program funding will be used to supplement and not supplant the regular education program. Auditable documents will be maintained by the Charter School to comply with all monitoring procedures.

SPECIAL EDUCATION PROGRAMS

The Charter School shall comply with applicable statutes and rules and regulations of federal authorities in receiving funds and administering a program based on Special Education guidelines. *P.L. 94-142; P. L. 103-382(IASA)*

AT RISK/STATE COMPENSATORY EDUCATION PROGRAMS

The Charter School shall comply with applicable statutes and rules and regulations of state and federal authorities in receiving funds and administering a program based on State Compensatory Education guidelines. TEC §11.252-3.

LIMITED ENGLISH PROFICIENCY PROGRAMS

The Charter School shall comply with applicable statutes and rules and regulations of federal authorities in receiving funds and administering a program based on Limited English Proficiency Program guidelines. *P. L. 103-382(IASA)*

PREGNANCY RELATED SERVICES

The Charter School shall comply with applicable statutes and rules and regulations of state and federal authorities in receiving funds and administering a program based on Pregnancy Related Services guidelines.

GIFTED AND TALENTED

The Charter School shall comply with applicable statutes and rules and regulations of state authorities in receiving funds and administering a program based on Gifted and Talented Program guidelines.

CAREER AND TECHNOLOGY PROGRAMS

The Charter School shall comply with applicable statutes and rules and regulations of state and federal authorities in receiving funds and administering a program based on Career and Technology Program guidelines. *P. L. 105-332*

FEDERAL TITLE PROGRAMS

The Charter School shall comply with applicable statutes and rules and regulations of federal authorities in receiving funds and administering a program based on Federal Title Program guidelines. *P.L. 103-382*

MIGRANT EDUCATION

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Migrant Education Program guidelines. *P.L. 103-382*

DYSLEXIA

The Charter School shall comply with applicable statues and rules and regulations of state authorities in receiving funds and administrating a program based on Dyslexia Program guidelines. *TAC 74.28*

OPTIONAL EXTENDED YEAR

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Optional Extended Year Program guidelines. *P. L. 103-382(LASA)*

CHILD NUTRITION PROGRAM

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Child Nutrition Program guidelines.

CHAPTER 12 REQUIREMENTS

PEIMS

The Charter School shall comply with applicable statutes and rules and regulations of State authorities to collect and report financial and demographic data as required for State reporting to the extent necessary to monitor compliance as determined by the Commissioner.

Senate Bill 1, Chapter 12

CURRICULUM

The Charter High School shall comply with high school graduation requirements as described under Section 28.025 and will integrate the Texas Essential Knowledge and Skills (TEKS) into the provided curriculum. Procedures for reporting TEKS in the lesson planning process and reporting mastery of the TEKS shall be developed by the campus administrator and professional staff.

PREKINDERGARTEN PROGRAMS

You must describe your efforts to find children who qualify for prekindergarten if you are chartered to teach Kindergarten. This will eventually be the same as a "child find" as described within the Special Education Policy and Procedures. If you are only chartered to be a middle or high school it should be stated here because this is on the DEC monitoring visit as well as one of the requirements for Chapter 12.

Subchapter E, Chapter 29

EXTRACURRICULAR ACTIVITIES

The Charter School shall comply with all legal mandates as established by the State Board of Education and to the extent possible, preserve the school day for academic activities without interruption for extracurricular activities. In scheduling those activities and practices, the Charter School must comply with the rules of the board.

1. A student enrolled in a school district in this state or who participates in an extracurricular activity or a University Interscholastic League competition is subject to school district policy and University Interscholastic League rules regarding participation only when the student is under the direct supervision of an employee of the school or district in which the student is enrolled or at any other time specified by resolution of the board of trustees of the district.
2. A student who is enrolled in a school district in this state or who participates in a University Interscholastic League competition shall be suspended from participation in any extracurricular activity sponsored or sanctioned by the school district or the University Interscholastic League after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than an

identified honors or advanced class. A suspension continues for at least three weeks and is not removed during the school year until the conditions of Subsection (d) are met. A suspension does not last beyond the end of a school year. For purposes of this subsection, "grade evaluation period" means:

- a) the six-week grade reporting period; or
- b) the first six weeks of a semester and each grade reporting period thereafter, in the case of a district with a grade reporting period longer than six weeks.

Until the suspension is removed under this subsection or the school year ends, a school district shall review the grades of a student suspended at the end of each three-week period following the date on which the suspension began. At the time of a review, the suspension is removed if the student's grade in each class, other than an identified honors or advanced class, is equal to or greater than the equivalent of 70 on a scale of 100. The principal and each of the student's teachers shall make the determination concerning the student's grades.

Suspension of a student with a disability that significantly interferes with the student's ability to meet regular academic standards must be based on the student's failure to meet the requirements of the student's individualized education program. The determination of whether a disability significantly interferes with a student's ability to meet regular academic standards must be made by the student's admission, review, and dismissal committee. For purposes of this policy, "student with a disability" means a student who is eligible for a district's special education program under Section 29.003(b).

A student suspended under this section may practice or rehearse with other students for an extracurricular activity but may not participate in a competition or other public performance.

Decisions regarding suspensions may be appealed to the Board.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

HEALTH AND SAFETY

The Charter School shall comply with all mandates regarding the following:

1. Immunization; Requirements; Exceptions
2. Immunization Records; Reporting
3. Screening and Treatment for Dyslexia and Related Disorders
4. Child Abuse Reporting and Programs
5. Protective Eye Devices in Public Schools.
6. Tobacco on School Property.
7. Alcohol-Free School Zones.
8. Posting of Steroid Law Notice.
9. Access to Medical Records.
10. Outside Counselors referral for care or treatment of a chemical dependency or an emotional or psychological condition

Further policies and procedures will be developed during the course of the first year. This document will be amended. *Chapter 38*

CHARTER SCHOOL ACCOUNTABILITY

The Charter School shall collect data as required by statute to report in the following areas:

1. students' scores on assessment instruments administered under Subchapter B, Chapter 39;
2. student attendance;
3. students' grades;
4. incidents involving student discipline;
5. socioeconomic data on students' families;
6. parents' satisfaction with their children's schools; and
7. students' satisfaction with their schools.

In addition, the reading instruments and accelerated reading instruction programs for grades K-2 will be implemented as required under Section 28.006. *Subchapters B, C, D, and G, Chapter 39*

CRIMINAL HISTORY RECORDS CHECK

The Charter School shall complete criminal history records checks on all employees employed at the school including Board members as described in *HB211 and Chapter 22*;

TEXAS RETIREMENT SYSTEM

An employee of the Charter School who qualifies for membership in the Teacher Retirement System of Texas shall be covered under the system. For each employee of the charter school covered under the system, the school is responsible for making any contribution that otherwise would be the legal responsibility of the school district, and the state is responsible for making contributions to the same extent it would be legally responsible if the employee were a school district employee.

Date Adopted: 7-14-55

Typed in Name SPYROS CATECHIS
Board President


Signature

SCHOOL NAME

MEMBERS OF THE GOVERNING BOARD

List all you Board members on this page with the information required....

1. Name
2. Address
3. Phone
4. FAX
5. Email
6. Original Signature

Southwest High School**ACCOUNTING PROCEDURES****1. Preparation of Budget.**

- (a) On or before August 31 of each school year, the Superintendent and Board President shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the Charter School for the following fiscal year.
- (b) The budget must be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education, and adopted policies of the board of trustees.

2. Records and Reports.

The Superintendent and Board President shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the school Charter School at the proper times and in the proper offices as required by this code.

3. Budget Meeting; Budget Adoption.

- (a) When the budget has been prepared under Section 44.002, the president shall call a meeting of the board of trustees, stating that the purpose of the meeting is the adoption of a budget for the succeeding fiscal year.
- (b) The president shall provide for the public notice to be given.
- (c) The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the Charter School for the next succeeding fiscal year. Any constituent of the Charter School may be present and participate in the hearing.

4. Filing of Adopted Budget.

The budget will be reported to TEA through the first submission of PEIMS.

5. Effect of Adopted Budget; Amendments.

Public funds of the school Charter School may not be spent in any manner other than as provided for in the budget adopted by the board of trustees, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed according to rules adopted by the State Board of Education.

6. Accounting System; Report.

- (a) The standard school fiscal accounting system that will be adopted and installed by the Charter School will be PeachTree of QuickBooks. The accounting system conforms with generally accepted accounting principles and will report information for the school as well as the 501 (c) (3). The information and system is subject to review and comment by the state auditor.
- (b) A record will be kept of all revenues realized and of all expenditures made during the fiscal year for which a budget is adopted. A report of the revenues and expenditures for the preceding fiscal year shall be filed with the agency on through submission of Actuals to PEIMS.
- (c) The Charter School, as part of the report required by this section, to include management, cost accounting, and financial information in a format prescribed by the state board and in a manner sufficient to enable the state board to monitor the funding process and determine educational system costs by Charter School, campus, and program.

7. Annual Audit; Report.

- (a) The board of school trustees of each school Charter School shall have the Charter School fiscal accounts audited annually at Charter School expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy. The audit must be completed following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the Charter School through the Public Education Information Management System (PEIMS).
- (b) Each treasurer receiving or having control of any school fund of any school Charter School shall keep a full and separate itemized account with each of the different classes of its school funds coming into the treasurer's hands. The treasurer's records of the Charter School's itemized accounts and records shall be made available to audit.
- (c) A copy of the annual audit report, approved by the board of trustees, shall be filed by the Charter School with the agency not later than the 120th day after the end of the fiscal year for which the audit was made. If the board of trustees declines or refuses to approve its auditor's report, it shall nevertheless file with the agency a copy of the audit report with its statement detailing reasons for failure to approve the report.

8. Financial Reports to Commissioner or Agency; Forms.

All financial reports made by or for the Charter Schools or by their officers, agents, or employees, to the commissioner or to the agency, shall be made on forms prescribed by the agency, subject to review and comment by the state auditor.

PURCHASES; CONTRACTS

Purchasing Contracts.

All Charter School contracts, except contracts for the purchase of produce, vehicle fuel, or professional services valued at \$25,000 or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value to the Charter School:

- a) competitive bidding
- b) competitive sealed proposals;
- c) a request for proposals;
- d) a catalogue purchase as provided by Subchapter B, Chapter 2157, Government Code;
- e) an interlocal contract;
- f) a design/build contract;

These rules do not apply to fees received for professional services rendered, including architect's fees, attorney's fees, educational service fees, and fees for fiscal agents.

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received shall be published in the county in which the Charter School's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications; except that on contracts involving less than \$25,000, the advertising may be limited to two successive issues of any newspaper published in the county in which the Charter School's central administrative office is located, and if there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the Charter School's central administrative office is located.

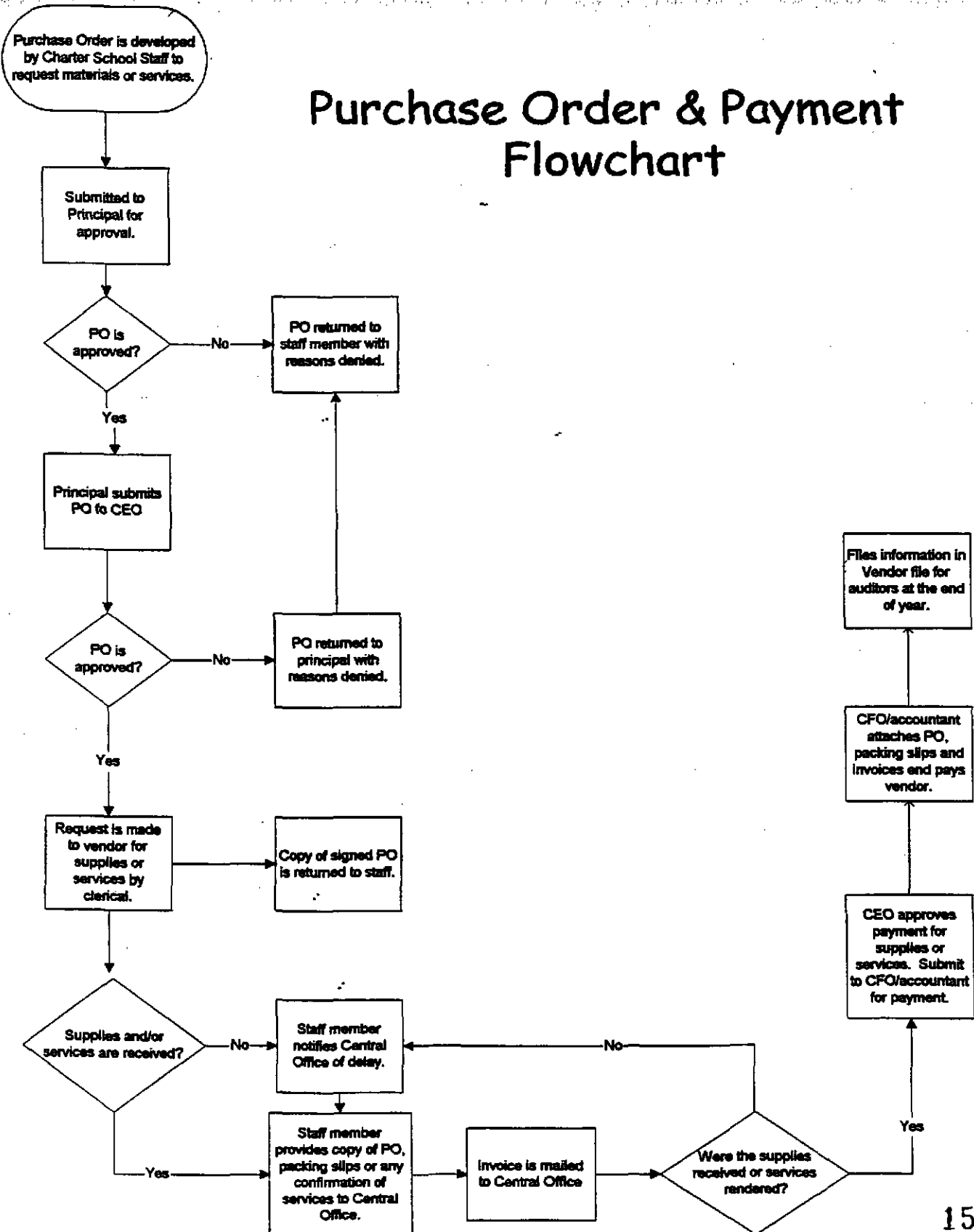
The Board may at anytime revise the contract amount in such cases that the cost of advertising is causing distress to the educational programs except in the case where Federal law supercedes the power of the Board.

The board of a Charter School may acquire computers and computer-related equipment, including computer software, through the General Services Commission under contracts entered into in accordance with Chapter 2157, Government Code. Before issuing an invitation for bids, the commission shall consult with the agency concerning the computer and computer-related equipment needs of the Charter Schools. To the extent possible the resulting contract shall provide for such needs.

The Charter School may purchase an item that is available from only one source without following the competitive bidding guidelines.

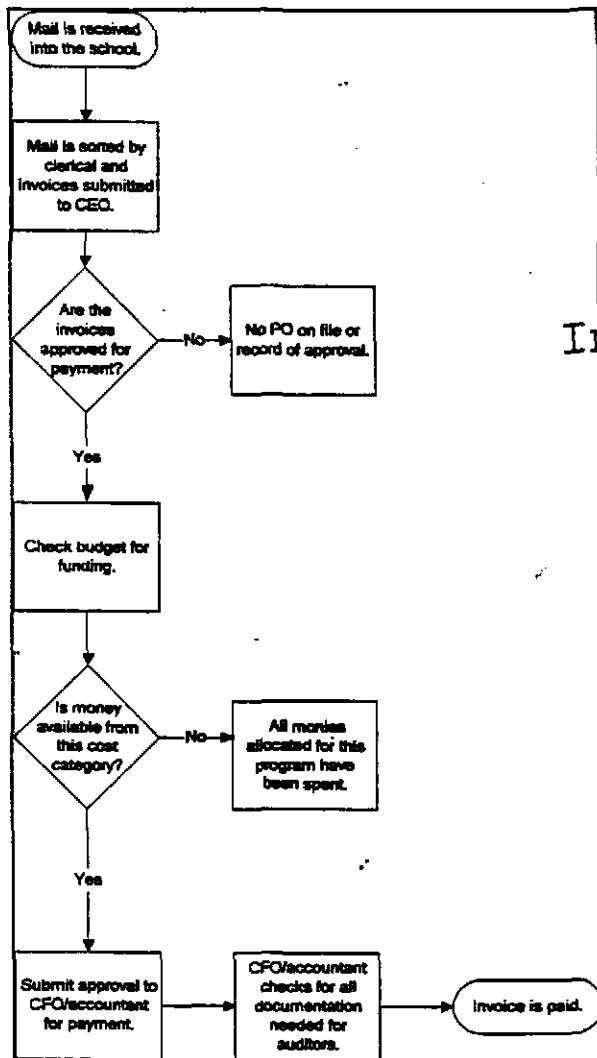
Your Charter School Name Here.

Purchase Order & Payment Flowchart



The Charter School will maintain adequate documentation to support detailed financial transactions. The Charter School shall insure that financial management standards are:

- accurate, current, and complete disclosure of the financial results of each program;
- accounting records which identify the source and use of funds;
- effective control and accountability for all funds, property, and other assets;
- comparison of expenditures with budget amounts for each grant;
- source documentation to support accounting records such as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents;
- procedures to minimize the time elapsing between receipt of funds and disbursement of funds;
- procedures for determining reasonableness, allowability, and allocability of costs in accordance with OMB Circular A-122 for non-profit organizations and the Department of Education regulations.



Invoice Cycle of Payment

Educational Leadership, Inc

Meeting of the Board of Directors
2400 Augusta
2nd Floor Conference Room
Wednesday Feb. 17th, 1999
Time 4:00 p.m.

AGENDA

- I. Call to Order: Spyros Catechis
- II. Election of additional Board Members
A.J. Karian
Kevin Willis
Rafael Alvarez
Anna Bell
- III. New Business
- IV. Adjournment

Educational Leadership, Inc

Meeting of the Board of Directors
2400 Augusta, Suite 255
Wednesday June 9, 1999
Time 4:00 p.m.

AGENDA

- I. Call to Order: Spyros Catechis
- II. Election of Officers: Vice President
Treasurer
- III. Continuing Business:
Updates
 - a. The Bridge School
 - b. Southwest High School
- IV. New Business
- V. Announcements
- VI. Adjournment

Educational Leadership, Inc

Meeting of the Board of Directors
2400 Augusta
2nd Floor Conference Room
Wednesday July 14, 1999
Time 4:00 p.m.

AGENDA

- I. Call to Order: Spyros Catechis
- II. Approval of Minutes of June 9, 1999
- III. Summary of Correspondence
- IV. Committee Reports
 - a. Management contracts-Rafael Alvarez
- V. Continuing Business
 - a. Update on Southwest High School
 - b. Update on Residential /Treatment Program
- VI. Treasurer's report
 - a. Approval of Budget
- VII. New Business
 - a. Election of Sara Kleinschrodt-Board Member Candidate
- VIII. Adjournment

Educational Leadership Inc.

Southwest High School
2400 Augusta, Suite 255
Houston, TX 77057

Spyros Catechis, Ed. D.
Executive Director
Dorothy L. Gladden
Business Manager

Phone: (713) 784-6345
Fax: (713) 795-6666
E-Mail: sypros@hia.net

*** Special Meeting of Board of Directors**

Date: February 17, 1999

Special Meeting: The meeting was called to order by President Spyros Catechis on Weds. Feb. 17, 1999 at 7:00 PM.

Members present: Spyros Catechis
Marian Catechis
Georgia Shebay
Michael Shebay

→ Other's present:

Election of Board Members:

The following names were submitted for election:
A.J. Karian
Kevin Willis
Rafael Alvarez
Anna Bell.

Georgia Shebay made a motion to unanimously accept the presented slate. Marian Catechis seconded the motion and the motion passed.

New Business: Spyros Catechis called for a meeting in June for all members to attend for planning and development of the Southwest High School program.

We presently have five interested individuals to serve on an Advisory Board.

Adjournment: There being no other business Marian Catechis motioned to adjourn at 8:10 PM.

Signatures:



Spyros Catechis, President



Marian Catechis, Secretary

Educational Leadership Inc.
Meeting of Board of Directors
2400 Augusta, Suite 225
Wednesday, June 9, 1999: 4:00 p.m.

Minutes of meeting

Directors Present:

Dr. Spyros Catechis
Anna M. Bell
Georgia Shebay
A. J. Karian

Others: Michael G. Shebay
Dorothy Gladden

Meeting called to order at 4:10 p.m. by President Spyros Catechis.

Introduction of board members and guests.

Dr. Catechis reported that Marian Catechis was out of town and requested that Georgia Shebay take the minutes.

Dr. Catechis reviewed the following attached documents:

1. Agenda for tonight's meeting
2. Directory information of board members and key staff
3. Description of board members duties and responsibilities
4. The TEA contract for the State Charter School and the May 7, 1999 Amendment
5. The article in The Houston Chronicle dated June 7, 1999 re. The TAAS score analysis by schools
6. Bylaws of ELI

Election of Officers:

A.J. Karian nominated Kevin Willis for Treasurer. Anna Bell seconded the motion
Georgia Shebay nominated A.J. Karian for Vice President. Anna Bell seconded the motion
After a vote was taken for both offices simultaneously, both candidates were elected unanimously.

Continuing Business:

Dr. Catechis calls attention to The Houston Chronicle article of June 7, 1999, which shows the Bridge schools increase in percentage of TAAS scores from 12% to 41%. These are especially good considering our high-risk student population.

Other issues affecting the Bridge School are:

1. Contract with Houston Independent School District (HISD), to enter into a workable contract with the Bridge School.
2. Our past experience has shown that HISD waits until the last minute to get contract approval; i.e.: 2 years ago when we entered into a contract with HISD they did not approve the contract until 2 and a half weeks before school was to start. This required the Bridge School to quickly secure space on a short-term basis and put undo constraints on our students' education.
3. The Bridge School has the following assets in addition to those listed on the balance sheet. They include:
 1. Lease space which is built out for a school;
 2. Qualified teachers;
 3. A pool of students who have experienced a school run by Dr. Catechis

New Business:

Dr. Catechis reports there can be 9 members maximum on board; currently there are 7 members.

Dr. Catechis reviewed the mission statement, meeting requirements and other responsibilities and duties of the board members. See the attachment.

Dr. Catechis polled the members for the best time to hold meetings. It was decided that the next board meetings would be held at 4 p.m. on July 14, August 25 and September 22 in the 2nd floor conference room at 2400 Augusta. The annual meeting date was decided to be October 28, 1999; the time and location is to be announced. Dr. Catechis asked for any comments regarding the duties and responsibilities of directors. We may have an automatic reference for approving prior board meetings. Mr. Shebay asked that the copies of the prior minutes and agenda be sent to the Directors in the future.

Michael Shebay directed attention to the Bylaws section 2.14 that deals with "Interested Directors" who are employed with or by ELI or employed by a company that contracts to ELI. These directors are referred to in the bylaws as "Interested Directors", and according to the bylaws must notify all fellow board members of their relationship with the person or entity being employed. The last sentence in this section of the bylaws state that "The transaction must be approved by a majority of the uninterested directors" The interested director would not vote during any committee or board meeting that affects said director. There are two contracts affected by this section. One with HEC which is owned by Spyros Catechis and one with Andrew Shebay and Co. which Michael Shebay is a majority owner. After discussion it was decided that Rafael Alvarez would chair a committee of his choice to review proposed

APPLICATION

agreements with these entities and report back to the board on a recommendation. Mr. Shebay stated on a recent discussion with an IRS official in Washington, D. C. that there has been a perceived abuse of management contracts being used by for profit companies starting and running Charter Schools. Mr. Shebay further stated to expedite our tax exemption approval from the IRS it may be necessary to change the agreements between HEC and Andrew Shebay and Co. to employment agreements with Dr. Catechis and Mr. Shebay. However, ELI is desirous of contracting with entities that contain additional staff, we will first submit a contract with the entities but may come back and substitute the various individuals involved. Dr. Catechis suggested that Brian Bossain, ELI's attorney, address the board prior to signing of any contracts. All parties decided to use separate legal consultants in regards to these contracts. Dr. Catechis and Mrs. Shebay disclosed their connections to the two entities, HEC and AS& Co. answered questions. Dr. Catechis made a motion that it is a part of the duties of all the Directors to read and understand the bylaws and especially Article 2, Section 2.14 dealing with "Interested Directors". Dr. Catechis made a motion to approve Rafael Alvarez as chairperson. A motion was seconded by Anna Bell. After discussion A.J. Karian moved to vote. The motion was unanimously passed.

After much discussion it was decided that since we represent a 100% of the share ownership of The Bridge School corporation, that we should authorize Dr. Catechis to:

1. Continue to negotiate contracts with HISD that would be reasonable in education and business economics. In order to help HISD relieve its over crowding specifically at Lee and Sharpstown High Schools.
2. Direct Dr. Catechis to effectuate ELI's use by discussing with the landlord by negotiating of space or take other appropriate actions, such as to allow ELI to utilize the space that the Bridge school had and use it for Southwest Charter High School Campus.
3. That the certain high quality teachers are recruited by the Southwest High School who presently work for the Bridge school.
4. Dr. Catechis can recruit students that previously attended Bridge School to enroll in Southwest High School.

A motion was made by A.J Karian to adjourn the meeting and seconded by Georgia Shebay. Meeting adjourned at 5:55 p.m.

**SCHEDULE OF BOARD MEETINGS
1999 – 2000**

DATE	TIME	LOCATION
August 25, 1999	4:00 p.m.	Conference Room, 2400 Augusta, Houston Texas 77057
September 22, 1999	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
October 27, 1999	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
November 17, 1999	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
December 15, 1999	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
January 26, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
February 23, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
March 22, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
April 26, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
May 24, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
June 28, 2000	7:00 p.m.	Classroom, 5901 Allday, Houston, Texas 77036
July meeting(s) To be determined		
August meeting(s) To be determined		

**Educational Leadership Inc.
Meeting of Board of Directors
2400 Augusta, Suite 225
Wednesday, July 14, 1999: 4:00 P.M.**

Minutes of meeting

Directors Present:

**Dr. Spyros Catechis
Marian Catechis
A. J. Karian
Georgia Shebay
Rafael Alvarez
Kevin Willis**

Others: Michael Shebay

The meeting was called to order at 4:05 P.M. by President Spyros Catechis.

The minutes of the June 9, 1999 meeting were reviewed. A.J. Karian made a motion to accept the minutes, and Kevin Willis seconded. The minutes were approved as written.

There was no correspondence.

Committee reports:

Dr. Catechis reported that he had met with Rafael Alvarez and asked him to chair the Management Contract committee. The committee would look at various contracts for providing services to Southwest High School. Dr. Catechis presented a contract from Educational Options which would provide direct services the Southwest High School and the residential treatment programs. (see attached contract)

Rafael Alvarez asked questions regarding the price increments. Dr. Catechis stated that the reason for the increments was due to expected growth in the program, adding additional employees and that the programs provided for residential treatment services required special education services.

Michael Shebay discussed how Educational Leadership Inc. was the umbrella for three programs: Southwest High School, Bridge School, and grant programs. Dr. Catechis then explained the charter school program. The state granted Southwest High School a program for 800 students, including residential treatment programs.

Dr. Catechis asked Rafael Alvarez to review contracts and plan for approval by August 1, 1999. Rafael made a motion to vote on the management contract by email on or before

July 31, 1999. Kevin Willis seconded the motion and stated that the voting members would be A.J. Karian, Rafael Alvarez, Kevin Willis, and Anna Bell.

Continuing Business:

Dr. Catechis informed the board that the Southwest High School would start school on August 16, 1999, and would follow the HISD schedule. The Superintendent of Schools is Nancy Trunk and Peter Griffith is the principal. They will talk at the next board meeting.

Dr. Catechis stated that the school has 166 applicants at the present time. He also told the board that he had met with the Houston Apartment Association and discussed the school. He will be sending flyers out to the surrounding apartments and that the school is planning to advertise on 108 FM.

Dr. Catechis told the board that they have a contract with T Care to provide educational services for the residential program. He stated that they had three more possible contracts.

Treasurer's Report:

Dr. Catechis presented the budget and then turned the meeting over to Michael Shebay to discuss the budget and how it was set up. The budget is only related to the Southwest High School and to the T Care program. It is set up using the state format for charter schools. He stated that it is based on 200 regular education students and 75 special education students. Mr. Shebay stated that all assets of the Bridge School, Inc., a privately held corporation, were given to the Southwest High School. These include desks, computers, office equipment and furniture. Therefore, Southwest High School does not have the initial cost of furnishing the school. Michael Shebay also informed the board that the school would receive monthly budget reports. He also indicated that the budget for teachers and assistants was based on thirty staff members.

We are examining two current bids for food services for students who receive free and reduced lunch. Dr. Catechis stated that it will cost between \$2.75 and \$3.50 per student.

Rafael Alvarez made a motion to accept the budget as presented, and the motion was seconded by A.J. Karian. All were in favor of the motion.

New Business:

Dr. Catechis stated that he received a resume from Sara Kleinschrodt, who is interested in becoming a member of the board. Marian Catechis stated that she has known Sara for several years and has worked on several education projects with her. She feels that Sara would be an asset to the board. A. J. Karian made a motion to extend Sara a position on the board and Kevin Willis seconded the motion. The vote was unanimous.

Other Business:

Kevin Willis suggested that we use a public relations firm to help recruit teachers and provide community awareness of the school. Dr. Catechis stated that it was important to inform students about the school; as often times the high school students will choose their own schools.

Rafael Alvarez volunteered to chair the Technology committee to help develop a computer network.

A motion was made by Georgia Shebay to adjourn the meeting and seconded by Kevin Willis. The meeting was adjourned at 5:30 p.m.

Respectfully submitted,


Marian Catechis, Secretary

APPLICATION

Southwest High School
District Name

101-838
County-District Number

Local Board of Trustees Certification, 1999

Legal Citation:

Texas Education Code §31.101 requires that, each year, the board of trustees of each district and the governing body of each open-enrollment charter school notify the State Board of Education of the textbooks selected by the board of trustees or governing body for use in the following school year. The law also requires that the board of trustees or governing body notify the State Board of Education if the district or charter school has selected textbooks, in the enrichment curriculum only, that are not on a conforming or nonconforming state-adoption list.



Certification:

We, the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify that the selections recorded on either the *Annual Requisition for New Instructional Materials*, or transmitted via EMAT Online, have been selected for use in our district or charter school.

We understand that all textbooks adopted by the state are appropriate for use in the Texas schools and districts may choose any materials from the state-adopted lists. If the board of trustees or governing board does not wish to select a particular title adopted by the state and wants to prohibit the district or charter school from ordering the title at a later date, we have noted the title(s) below.

If our district or charter school is selecting materials in the enrichment subject areas that are not on a conforming or nonconforming list of adopted materials, we certify that those selections are listed below. We understand that 30 percent of the cost of those materials or 30 percent of the maximum cost of the materials will be borne by the district or charter school.

We understand that our selections are final, and we may not return copies of one title to secure copies of another title in the same subject.

Signatures of Board President and Secretary or Governing Board Officers	Textbook Titles Not Selected by District or Charter School
 _____ Board President	
 _____ Board Secretary	
Preferred Shipment Dates: Ship dates entered into EMAT Online may need to be adjusted due to volume.	Selections from Enrichment Subjects Not on an Adopted List
1 st Preference: Week of _____ 2 nd Preference: Week of _____ 3 rd Preference: Week of _____	

Southwest High School

APPLICATION

101-838

MIDDLE SCHOOL Books

3 TE a piece

5040	0153116757 English Composition And Grammar, Introductory Course	Harcourt Brace School Publishers	15	0	0	0
1120	0021084947 Mathematics In Action, Grade 6	McGraw-Hill School Division	15	0	0	0
1200	0673424952 Discover Science, Grade 6 1E	Addison Wesley Longman, Inc.	15	0	0	0
321	0395765471 We the People: Discover Our Heritage, Level 6, Student's Book 1E	Houghton Mifflin Publishing Company	15	0	0	0
321	0395806429 We the People: Discover Our Heritage, Level 6, Texas Teacher's Edition Volume 1/Volume 2 1E	Houghton Mifflin Publishing Company	1	0	0	0
040	0153116714 English Composition And Grammar, First Course	Harcourt Brace School Publishers	15	0	0	0
120	0021084955 Mathematics In Action, Grade 7	McGraw-Hill School Division	15	0	0	0
230	0028264029 Daniel, Merrill Life Science, Texas Edition 1E	Glencoe/McGraw-Hill Division	15	0	0	0
330	0874431557 Texas Lone Star Land: History, Geography, Government, People 1E	Benson, W. S. & Company	15	0	0	0
140	0153116722 English Composition And Grammar, Second Course 2E	Harcourt Brace School Publishers	15	0	0	0
<hr/>						
120	0021084963 Mathematics In Action, Grade 8	McGraw-Hill School Division	15	0	0	0
230	002826911XMerrill Earth Science, Texas Edition 1E	Glencoe/McGraw-Hill Division	15	0	0	0
330	0395567645 Mason, History Of The United States: Beginnings To 1877 1E	McDougal Littell Inc.	15	0	0	0

173

ISBN	Complete Title of Material	Multiple List Code	The number of teachers	The total number of students	Order for student materials	Order for teacher materials	Copies worn out	Copies paid for	Amount Paid
0789544245	Microsoft Office 97: Intro. Concepts and Techniques	9604	6		110%	6			
0538718617	Microcomputer Applications Business Computer Inf. Syst. I		6		110%	6			
0070112258	CALHOUN, Understanding Sociology. 1E	9390	6		110%	6			
0028231554	KASSCHAN, Understanding Psychology. 6E	9380	6		110%	6			
0030967953	HELGREN, World Geography Today. 9E	9311	6		110%	6			
0030031338	Holt Environmental Science 1E	9292	6		110%	6			
003016723X	Holt Biology: Visualizing Life	9241	6		110%	6			
0134300912	Prentice Hall Exploring Physical Science - Student Centered Learning Activities TX EDITION 1E	9231	6		110%	6			
0134301099	Prentice Hall Exploring Physical Science TX. Teacher Component Pack. 1E	9231	6			6			
0028230493	CLAYTON, Economics: Principles and Practices, TX Ed. 1E	9370	6		110%	6			
0135495604	McKENAGHAN, Magruder's American Government 13E	9362	6		110%	6			

175

APPLICATION

Southwest Highschool
District Name

101-838
County District Number

TEXAS EDUCATION AGENCY
Division of Textbook Administration
SUPPLEMENTAL REQUISITION FOR INSTRUCTIONAL MATERIALS, TEX-007
Revised 8-98

176

All information regarding state-adopted instructional materials may be found at the Current Adoption Bulletin website:
http://www.tea.state.tx.us/Textbooks/bull_1998/title_page/title_page.html

ENTER REQUESTS FOR STATE-ADOPTED INSTRUCTIONAL MATERIALS IN MULTIPLE LIST CODE ORDER

Enter the ISBN of the material being ordered	Enter the complete title of the material being ordered	Enter the Multiple List Code	Enter the number of teachers for the subject or grade if ordering teacher materials	Enter the total number of students in the subject or grade if ordering student materials	Enter your order for student materials	Enter your order for teacher materials	Enter the number of copies too worn for further use	Enter the number of textbooks being paid for only if remitting payment	Enter the amount included with this requisition for each title being paid for
0153348526	Saifer, Pegasus Edition Adventures in Reading	9051	6		110%	6			
0153348534	Saifer, Pegasus Edition Adventures in Appreciation	9052	6		110%	6			
0153348542	Hodgins, Pegasus Edition Adventures IN Amer. Literature	9053	6		110%	6			
0153348550	Keach, Pegasus Edition Adventures IN ENG. LITERATURE	9054	6		110%	6			
0844256307	Carlin, Public Speaking Today 2E	9064	6		110%	6			

Certification by Textbook Coordinator I certify that the enrollments reported on this supplemental requisition are true and accurate. I understand that my district is entering into a contract with the state to purchase any textbooks ordered by the district that are in excess of the district's eligibility.

Signature of Textbook Coordinator <i>C. Costa</i>	If no payment is being remitted, mail the supplemental requisition to: Textbook Administration, TEA 1704 North Congress Ave. Austin, TX 78701, or FAX to: 512.476.3812	Enter the amount being remitted to cover the payment for the textbooks. \$
Date 7/3-789 9233		Mail to: Texas Education Agency - TXB P. O. Box 13717 Austin, Texas 78711-3717
Telephone Number		

Southwest High School

District Name

101-838

County District Number

TEXAS EDUCATION AGENCY
Division of Textbook Administration
SUPPLEMENTAL REQUISITION FOR INSTRUCTIONAL MATERIALS, TEX-007
Revised 8-98

APPLICATION


177

All information regarding state-adopted instructional materials may be found at the Current Adoption Bulletin website:
http://www.tea.state.tx.us/Textbooks/bul_1998/title_page/title_page.html

ENTER REQUESTS FOR STATE-ADOPTED INSTRUCTIONAL MATERIALS IN MULTIPLE LIST CODE ORDER

Enter the ISBN of the material being ordered	Enter the complete title of the material being ordered	Enter the Multiple List Code	Enter the number of teachers for the subject or grade if ordering teacher materials	Enter the total number of students in the subject or grade if ordering student materials	Enter your order for student materials	Enter your order for teacher materials	Enter the number of copies too worn for further use	Enter the number of textbooks being paid for only if remitting payment	Enter the amount included with this requisition for each title being paid for
003-0728991	GALLATY, The Story of America: 1865 to the Present	9330	6		110%	6			
0812370023	Elbow, THE WRITER'S CRAFT ORANGE LEVEL 1E	9041	6		110%	6			
0812370044	Elbow, THE WRITER'S CRAFT Blue level 1E	9042	6		110%	6			
0812370066	Elbow, THE WRITER'S CRAFT YELLOW Level 1E	9043	6		110%	6			

Certification by Textbook Coordinator I certify that the enrollments reported on this supplemental requisition are true and accurate. I understand that my district is entering into a contract with the state to purchase any textbooks ordered by the district that are in excess of the district's eligibility.

Signature of Textbook Coordinator  Date Telephone Number 713-789-9233	If no payment is being remitted, mail the supplemental requisition to: Textbook Administration, TEA 1701 North Congress Ave. Austin, TX 78701, or FAX to: 512.475.3612	Enter the amount being remitted to cover the payment for the textbooks. \$ Mail to: Texas Education Agency - TXB P. O. Box 13717 Austin, Texas 78711-3717
--	--	---

LESSON PLAN FORMAT:

Lesson plans have always been an important tool for teachers as they organize for instruction. These plans are also important because they serve as (1) written documentation for the Texas Education Agency that all TEKS and TAAS objectives are being presented over the school year, (2) an aid to administrators and/or department heads for the purpose of gaining knowledge of the lesson prior to teacher observations, and (3) plans for a substitute.

All lesson plans shall include the following information:

1. **Objective** – The statement of what the student is expected to learn or accomplish through instruction. These should be in the form “The student will...”
2. **TEKS/TAAS** – The correlation of the curriculum objective with the appropriate Texas Essential Knowledge and Skills objective and/or the appropriate Texas Assessment of Academic Skills objective. Please remember that individual classroom objectives may be generally more expansive than those provided by TEA. Therefore, not every objective will be matched with a TEKS or TAAS objective.
3. **Instructional Activity** – The outline or description of how you plan to teach the concepts related to your objective. This may include modeling techniques, examples to be used, methods of checking for understanding, and guided practice activities.
4. **Materials Needed** - Includes, but is not limited to textbooks. Other supplemental resources, speakers, magazines, and newspapers are also materials that can be used in an effective lesson.
5. **Evaluation Method** – The means by which you will gauge the student mastery of the objective. Examples of this include independent practice activities, work on projects, pop quizzes, etc. Objectives assessed on a summative activity must be documented in lesson plans.

Southwest High School Weekly Lesson Plans

APPLICATION

Teacher: _____ Course: _____

O: Objective A: Activity M: Material E: Evaluation Method

Monday Date: _____ Notes: TEKS:	O: A: M: E:
Tuesday Date: _____ Notes: TEKS:	O: A: M: E:
Wednesday Date: _____ Notes: TEKS:	O: A: M: E:
Thursday Date: _____ Notes: TEKS:	O: A: M: E:
Friday Date: _____ Notes: TEKS:	O: A: M: E:

The Bridge School Weekly Lesson Plans

APPLICATION

Mrs. Anne Thomas

American Literature 3A

<p>Monday 5/10/1999 E- Quiz on comp. of Act 2</p>	<p>O- SWBAT read a play in character and voice. SWBAT understand character development in a play. O- SWBAT identify stage direction and character direction in a play A- Guided instruction on reading and reciting in voice. A- SSR Act two of "Our Town"</p>
<p>Tuesday 5/11/1999 E- Quiz on Comp. of Act 3</p>	<p>O- SWBAT read a play in character and voice. SWBAT understand character development in a play. O- SWBAT identify stage direction and character direction in a play A- Guided instruction on reading and reciting in voice. A- SSR Act three of "Our Town"</p>
<p>Wednesday 5/12/1999 E- Test comparing lifestyle</p>	<p>O- SWBAT compare and contrast aspects of a play. A- Compare lifestyle of 1900 to lifestyle of today. Create Venn diagram.</p>
<p>Thursday 5/13/1999</p>	<p>O- SWBAT understand a multimedia production A- Show movie of Our Town. Plans maybe effected by end of course testing</p>
<p>Friday 5/14/1999 E- paper on dram versus movie.</p>	<p>Finish Movie Following end of movie student will write paper detailing complete aspects of drama and media to include a comparison of preference from movie to written text Plans may be effected by end of course testing</p>

O = Objective A = Activity M = Materials Needed E = Evaluation Method

The Bridge School Weekly Lesson Plans

Mr. Kyle Kornegay

Practical Writing

<p>Monday 1/11/99</p>	<p>O- Students will learn the basic steps of writing an essay. A- Short lecture on the rough draft and revision of a rough draft as the third and fourth steps to writing an essay. A- Writing a rough draft for first essay assignment. H- Write an essay detailing a belief that you once had that you no longer believe to be true. Due Tuesday, 1/12/99.</p>
<p>Tuesday 1/12/99</p>	<p>O- Students will practice informal writing style. A- Short lecture on journal entries as a tool to develop writing style. A- Write a journal entry detailing the events of two days. H- Write a journal entry detailing the events of two days, due Thursday, 2/14/99.</p>
<p>Wednesday 1/13/99</p>	<p>O- Students will practice informal writing style. A- Short lecture on journal entries as a tool to develop writing style. A- Write a journal entry detailing the events of two days. H- Write a journal entry detailing the events of two days, due Thursday, 2/14/99.</p>
<p>Thursday 1/14/99</p>	<p>O- Students will be able to write a comparison/contrast essay. A- Short lecture on brainstorming as the first step to writing an essay. A- Brainstorming session for essay assignment. H- Write an essay detailing the differences and similarities between college and high school. Due Thursday, 1/21/99.</p>
<p>Friday 1/15/99</p>	<p>O- Students will be able to write a comparison/contrast essay. A- Short lecture on outlines as the second step to writing an essay. A- Creating an outline for essay assignment. H- Write an essay detailing the differences and similarities between college and high school. Due Thursday, 1/21/99.</p>

O = Objective

A = Activity

M = Materials

E = Evaluation

INSERVICE / TRAINING PLANS:

Inservice will be ongoing through weekly faculty training. However, the schedule for the August 9 – 12 will include:

- | | |
|------------------------|---|
| Monday, August 9 - | Introduction and Orientation
Review of Staff Handbook, Safety, and
Technology |
| Tuesday, August 10 - | Review of Rules Governing Special
Education
Modifications
Mock ARD
Employee Benefits and Enrollment |
| Wednesday, August 11 - | Sexual Harassment
Privacy Act and Confidentiality |
| Thursday, August 12 - | Review of TEKS and TAAS
Translating Curriculum into Instruction
Methods of Assessment |

Topics for inservice on January 3rd and 4th will be determined at a later time, and will be predicated on the needs of the staff.

SOUTHWEST HIGH SCHOOL

APPLICATION

CALENDAR

1999 - 2000 School Year

July 1999

Calendar grid for July 1999 with days of the week and dates.

August 1999

Calendar grid for August 1999 with days of the week and dates.

September 1999

Calendar grid for September 1999 with days of the week and dates.

October 1999

Calendar grid for October 1999 with days of the week and dates.

November 1999

Calendar grid for November 1999 with days of the week and dates.

December 1999

Calendar grid for December 1999 with days of the week and dates.

January 2000

Calendar grid for January 2000 with days of the week and dates.

February 2000

Calendar grid for February 2000 with days of the week and dates.

March 2000

Calendar grid for March 2000 with days of the week and dates.

April 2000

Calendar grid for April 2000 with days of the week and dates.

May 2000

Calendar grid for May 2000 with days of the week and dates.

June 2000

Calendar grid for June 2000 with days of the week and dates.

Nine Weeks Periods

- Aug. 16 - Oct. 8 38 days
Oct. 11 - Dec. 16 46 days
Jan. 5 - Mar. 10 46 days
Mar. 20 - May 31 50 days

Holidays

- Sept. 6 Labor Day
Sept. 20 Fall Break
(Sept. 20 - bad weather days)
Nov. 24 - 26 Thanksgiving
Dec. 20 - 31 Winter Break
Jan. 17 MLK Day
Feb. 21 President's Day
Mar. 13 - 17 Spring Break
April 21, 24 Easter Break
(April 24 - bad weather days)
May 29 Memorial Day

Teacher Work Days

- Aug. 11-13, Dec. 17, Jan. 3-4, June 1

Summary of Days

- Students 180 days
Teachers 187 days

- LEGEND
Holidays
Staff Development/Teacher Work Day
Beg./End 9 weeks

SOUTHWEST HIGH SCHOOL**Student Calendar****1999 – 2000**

August 11, 12	Teacher Inservice
August 13	Teacher Workday
August 16	First Day of Class
September 6	Holiday -Labor Day
September 20	Holiday -Fall Holiday (Bad Weather Make-Up Day)
October 8	End of First Quarter
November 24, 25, 26	Holiday - Thanksgiving
December 16	End of Second Quarter
December 17	Student Holiday - Teacher Workday
December 20 – December 31	Holiday - Winter Holiday
January 3, 4	Student Holiday – Teacher Inservice
January 5	First Day of Class – Third Quarter
January 17	Holiday – MLK Day
February 21	Holiday – Presidents’ Day
March 10	End of Third Quarter
March 13 – 17	Holiday – Spring Break
April 21	Holiday - Spring Holiday
April 24	Holiday – Spring Holiday (Bad Weather Make-Up Day)
May 29	Holiday – Memorial Day
May 31	Last Day of Classes
June 1	Teacher Work Day

180 days of instruction for students

187 work days for teachers

SOUTHWEST HIGH SCHOOL**Administrative Calendar****(215 days)****1999 – 2000**

July 19	First Day of Agreement Period
August 11, 12	Teacher Inservice
August 13	Teacher Workday
August 16	First Day of Class
September 6	Holiday -Labor Day
September 20	Holiday -Fall Holiday (Bad Weather Make-Up Day)
October 8	End of First Quarter
November 24, 25, 26	Holiday - Thanksgiving
December 16	End of Second Quarter
December 17	Student Holiday - Teacher Workday
December 20 – December 31	Holiday - Winter Holiday
January 3, 4	Student Holiday – Teacher Inservice
January 5	First Day of Class – Third Quarter
January 17	Holiday – MLK Day
February 21	Holiday – Presidents’ Day
March 10	End of Third Quarter
March 13 – 17	Holiday – Spring Break
April 21	Holiday - Spring Holiday
April 24	Holiday – Spring Holiday (Bad Weather Make-Up Day)
May 29	Holiday – Memorial Day
May 31	Last Day of Classes
June 1	Teacher Work Day
June 16	Last Day of Agreement Period

SOUTHWEST HIGH SCHOOL**Administrative Calendar****(225 days)****1999 – 2000**

July 19	First Day of Agreement Period
August 11, 12	Teacher Inservice
August 13	Teacher Workday
August 16	First Day of Class
September 6	Holiday -Labor Day
September 20	Holiday -Fall Holiday (Bad Weather Make-Up Day)
October 8	End of First Quarter
November 24, 25, 26	Holiday - Thanksgiving
December 16	End of Second Quarter
December 17	Student Holiday - Teacher Workday
December 20 – December 31	Holiday - Winter Holiday
January 3, 4	Student Holiday – Teacher Inservice
January 5	First Day of Class – Third Quarter
January 17	Holiday – MLK Day
February 21	Holiday – Presidents’ Day
March 10	End of Third Quarter
March 13 – 17	Holiday – Spring Break
April 21	Holiday - Spring Holiday
April 24	Holiday – Spring Holiday (Bad Weather Make-Up Day)
May 29	Holiday – Memorial Day
May 31	Last Day of Classes
June 1	Teacher Work Day
June 30	Last Day of Agreement Period

Southwest High School Master Schedule

DEPT.	TEACHER	RM #	1ST PERIOD	2ND PERIOD	3RD PERIOD	4TH PERIOD
COMPUTER	Albert Aguilar	RM 1	Web Master	Web Master	Business Appl.	Web Dk.Tp. Pub.
MATH	Bailey	RM 10	Algebra 1A	Algebra 1A	Algebra 1A	Algebra 1A
MATH	Mgbemena	RM 12	Geometry 1A	Geometry 1A	Geometry 1A	Geometry 1A
MATH	Spell	RM 9	TASS Math	Algebra 1A	Algebra 1A	Pre Cal.
ENGLISH	Leatherwood	RM 4	English 3A	TASS Reading	English 3A	English 3A
ENGLISH	Salek	RM 2	English 4A	English 4A	English 4A	TASS Writing
SOC. STUD.	Blais	RM 5	U.S. History A	U.S. History A	Government	Government
SOC. STUD.		RM 6	World Geo. A	World History A	World Geo. A	World History A
SCIENCE	De Pavia	RM 7	Speech	Phys. Sci. A	Phys. Sci. A	Phys. Sci. A
SCIENCE	Cootz	RM 8	Biology A	Biology A	Biology A	Phy. Soc.
ELECTIVE	Furrh	RM 3	Health	E. Science	Health	E. Science
English/ESL	Albert	RM 11	English 1A	English 1A	English 2A	English 2A
OFFICE	Moore	OFFICE	P.E.	Off	Off	P.E./Fitness

**SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000**

APPLICATION

NUMBER	GRADE	LAST NAME	FIRST NAME
1	9		
2	9		
3	9		
4	9		
5	9		
6	9		
7	9		
8	9		
9	9		
10	9		
11	9		
12	9		
13	9		
14	9		
15	9		
16	9		
17	9		
18	9		
19	9		
20	9		
21	9		
22	9		
23	9		
24	9		
25	9		
26	9		
27	9		
28	9		
29	9		
30	9		
31	9		
32	9		
33	9		
34	9		
35	9		
36	9		
37	9		
38	9		
39	9		
40	9		
41	9		
42	9		
43	9		
TOTAL	43		

SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000

NUMBER	GRADE	LAST NAME	FIRST NAME	APPLICATION
44	10			
45	10			
46	10			
47	10			
48	10			
49	10			
50	10			
51	10			
52	10			
53	10			
54	10			
55	10			
56	10			
57	10			
58	10			
59	10			
60	10			
61	10			
62	10			
63	10			
64	10			
65	10			
66	10			
67	10			
68	10			
69	10			
70	10			
71	10			
72	10			
73	10			
74	10			
75	10			
76	10			
77	10			
78	10			
79	10			
80	10			
81	10			
82	10			
83	10			
84	10			
85	10			
86	10			
87	10			
88	10			
89	10			
90	10			
91	10			

**SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000**

APPLICATION

NUMBER	GRADE	LAST NAME	FIRST NAME
92	10		
93	10		
94	10		
95	10		
96	10		
97	10		
98	10		
99	10		
100	10		
101	10		
102	10		
103	10		
104	10		
105	10		
106	10		
107	10		
108	10		
109	10		
110	10		
111	10		
112	10		

TOTAL 69

**SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000**

NUMBER	GRADE	LAST NAME	FIRST NAME
113	11		
114	11		
115	11		
116	11		
117	11		
118	11		
119	11		
120	11		
121	11		
122	11		
123	11		
124	11		
125	11		
126	11		
127	11		
128	11		
129	11		
130	11		
131	11		
132	11		
133	11		
134	11		
135	11		
136	11		
137	11		
138	11		
139	11		
140	11		

APPLICATION

TOTAL 28

**SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000**

APPLICATION

NUMBER	GRADE	LAST NAME	FIRST NAME
141	12		
142	12		
143	12		
144	12		
145	12		
146	12		
147	12		
148	12		
149	12		
150	12		
151	12		
152	12		
153	12		
154	12		
155	12		
156	12		
157	12		
158	12		
159	12		
160	12		
161	12		

TOTAL **21**

SOUTHWEST HIGH
SCHOOL STUDENTS
1999-2000

APPLICATION

NUMBER POSSIBLE	GRADE STUDENTS	LAST NAME FOR 99-00	FIRST NAME
1	9*		
2	9*		
3	9		
4	9		
5	9*		
6	9*		
7	9		
8	9*		
9	9*		
10	9*		
11	9		
12	9*		
13	9*		
14	9*		
15	9		
16	10		
17	10		
18	10		
19	12		

**We don't have students records yet*

SCREENING SCHEDULES:

All ninth grade students, as well as any other students without the requisite documentation, will be screened for vision, hearing and scoliosis. The school will contract with a registered nurse of the City of Houston Health Department to provide stated services.

IMMUNIZATION REVIEW PLAN:

At the time a student enrolls at Southwest High School, the registrar will be responsible for assuring that the student has documentation of current immunizations. At least quarterly, a registered nurse or a representative of the City of Houston Health Department will review student records to assure that the immunization status for all students is current, and monitor compliance for those students whose status was found to be deficient.

Southwest High School Charter School**STEROID NOTICE**

Anabolic steroids are for medical use only. State law prohibits possessing, dispensing, delivering, or administering an anabolic steroid in any manner not allowed by state law. State law provides that body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a person who is in good health is not a valid medical purpose. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids or human growth hormones is a criminal offense punishable by confinement in jail or imprisonment in the institutional division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

SOUTHWEST HIGH SCHOOL
A State Chartered High School
5901 Allday
Houston, Texas 77036
Phone: 713-789-9233
Fax: 713-789-3572

ADMISSION APPLICATION

Circle Enrolling Grade: 9 10 11 12

Date: _____

Student's Name: _____
First Middle Last

Home Address: _____
Street Apt. No.
_____ City State Zip

Home Phone: _____ Pager/Cell: _____

Date of Birth: _____ SSN: _____

Name of Current School Attending _____

Campus ID of Residency _____
(The neighborhood school you would attend if going to public school)

Ethnicity: (Check One) 1. ___ Am. Indian 2. ___ Asian or Pacific Islander 3. ___ Black
4. ___ Hispanic 5. ___ White

Home Language Code: (Circle the one primary language spoken in your home)

1. ___ Spanish 2. ___ Vietnamese 3. ___ Laotian 4. ___ Cambodian
5. ___ Cambodian 6. ___ Chinese 7. ___ Japanese 8. ___ Black
9. ___ German 98. ___ English 99. ___ Other

Has the student ever repeated a grade(s)? ___ Yes ___ No. If Yes which grade(s) _____

Has the student ever been suspended from school or assigned to a reassignment school?
___ Yes ___ No. If Yes, please explain _____

Please list each car the student may drive to school:

License #	Make/Model	Year	Color	Owner

Guardian Information

Father's Name _____

Home Address: _____
 Street Apt No. City State Zip

Home Phone: _____ Work: _____ Pager/Cell: _____

Occupation: _____ Employer: _____

.....
 Mother's Name _____

Home Address: _____
 Street Apt No. City State Zip

Home Phone: _____ Work: _____ Pager/Cell: _____

Occupation: _____ Employer: _____

.....
 Guardian's Name _____

Home Address: _____
 Street Apt No. City State Zip

Home Phone: _____ Work: _____ Pager/Cell: _____

Occupation: _____ Employer: _____

.....
 Student is living with (Check One) _____ Both Parents _____ Father Only _____ Mother Only _____ Other

If the student's parents are divorced, which parent has legal responsibility for

Custody of the student: _____ School related decisions: _____

Receiving school communications: _____

Emergency Information

Emergency Authorization: In case the services of a physician are required before either parent can be reached, a representative of school administration is authorized to contact the following physician. Yes _____ No _____

 Doctor Office Address City Work Phone

Emergency Contacts: In case this student becomes seriously ill and neither parent can be reached by phone, please notify one of the following people:

 Name Home / Office Address City Home / Work Phone Ext.

 Name Home / Office Address City Home / Work Phone Ext.

The Houston Fire Department provides emergency ambulance service. If there is a fee charged for the paramedics transport the student in an ambulance, the parent or guardian assumes responsibility for the payment of such services.

Parent / Guardian Signature _____ Today's Date _____

.....
 For office use only: _____
 Enrollment Date

INFORMACION DE GUARDIAN

APPLICATION

NOMBRE DE PADRE _____

DIRECCION _____
 CALLE NUMERO DE APARTAMENTO CUIDAD ESTADO CODIGO POSTAL

TELEFONO DE HOGAR _____ TELEFONO DE TRABAJO: _____ TELEFONO DE BEEPER O CELULAR _____

OCUPACIÓN _____ PATRÓN _____

NOMBRE DE MADRE _____

DIRECCION _____
 CALLE NUMERO DE APARTAMENTO CUIDAD ESTADO CODIGO POSTAL

TELEFONO DE HOGAR _____ TELEFONO DE TRABAJO: _____ TELEFONO DE BEEPER O CELULAR _____

OCUPACIÓN _____ PATRÓN _____

NOMBRE DE GUARDIAN _____

DIRECCION _____
 CALLE NUMERO DE APARTAMENTO CUIDAD ESTADO CODIGO POSTAL

TELEFONO DE HOGAR _____ TELEFONO DE TRABAJO: _____ TELEFONO DE BEEPER O CELULAR _____

OCUPACIÓN _____ PATRÓN _____

EL ESTUDIANTE VIVE CON (MARQUE UNO) _____ LOS DOS PADRES _____ EL PADRE SOLAMENTE _____ LA MADRE SOLAMENTE _____ OTRO _____

SI LOS PADRES DEL ESTUDIANTE ESTAN DIVORCIADOS, QUAL PARIENTE TIENE LA RESPONSABILIDAD LEGAL PARA:

LA CUSTODIA DEL ESTUDIANTE _____	DECISIONES RELATADAS A LA ESCUELA _____	RECIBIENDO COMUNICACIONES DE LA ESCUELA _____
----------------------------------	---	---

INFORMACION DE EMERGENCIA

AUTORIZACION DE EMERGENCIA: En caso de que los servicios de un medico sean necesarios antes de que cualquier pariente pueda ser localizado, un representante de la administracion esta autorizado a contactar el siguiente medico. _____ SI _____ NO

MEDICO _____	DIRECCION DE LA OFICINA _____	CUIDAD _____	TELEFONO DE LA OFICINA _____
--------------	-------------------------------	--------------	------------------------------

CONTACTOS DE EMERGENCIA: En caso de que este estudiante se lastimé o se enfermó y ningun pariente puede ser localizado, por favor notifique alguna de las siguientes personas:

NOMBRE _____	DIRECCION DE HOGAR/OFICINA _____	CUIDAD _____	TELEFONO _____	EXT. _____
--------------	----------------------------------	--------------	----------------	------------

NOMBRE _____	DIRECCION DE HOGAR/OFICINA _____	CUIDAD _____	TELEFONO _____	EXT. _____
--------------	----------------------------------	--------------	----------------	------------

El departamento de los bomberos de Houston, provea servicios de ambulancia en una emergencia. Si hay un honorario por estos servicios de paramedicos por el transporte del estudiante en una ambulancia los padres o guardian asumen la responsabilidad por el costo de estos servicios.

FIRMA DE LOS PADRES / GUARDIAN _____ FECHA DE HOY _____

PARA USO OFICIAL SOLAMENTE: _____
 FECHA DE MATRICULACION _____

**SOUTHWEST HIGH SCHOOL
A State Charter School**

Texas Education Agency, Division of Bilingual Education

Home Language Survey

Dear Parent or Guardian:

The United States Office of Civil Rights and the Texas Education Agency require that each school district conduct a survey of all students who may hear or speak a language other than English in the home. The purpose of this survey is to identify students of limited English proficiency. The Southwest High School offers a special program to assist these students. Please complete the survey below and return it to the school. Thank you for your cooperation.

Principal/Superintendent

Date

TO BE FILLED COMPLETELY BY THE PARENT OR GUARDIAN:

Name of Student

Grade

Country of Birth

1. What Language is spoken in your home most of the time? _____

2. What language does your child (do you) speak most of the time? _____

Signature of Parent or Guardian

Date

**SOUTHWEST HIGH SCHOOL
A State Charter School**

Texas Education Agency, Division of Bilingual Education

Questionario de Idioma del Hogar

Apreciable Padre o Guardian,

La oficina de derechos Civiles de los Estados Unidos y la Agencia de Educacion de Tejas exigen que cada distrito conduzca una encuesta de los estudiantes quienes hablan o escuchan un idioma mas que ingles en su hogar. Con esta encuesta queremos identificar a los estudiantes limitados en el ingles para ayudarlos en un programa especial. Haga el favor de completar este cuestionario y regreselo a la escuela. Gracias por su cooperacion.

Principal/Superintendente

Fecha

DEBE DE COMPLETARSE POR EL PADRE O GUARDIAN:

Nombre del Estudiante

Grado

Pais de Nacimiento

1. Cual es el idioma que mas se habla en su hogar? _____

2. Cual es el idioma que mas habla usted y su hijo(a)? _____

Firma del Padre o Guardian

Date

TRANSCRIPTS AND GRADES:

Transcripts and cycle report cards will be produced using Portal software. Registrar will be responsible for assuring that all transcripts are accurate and maintained in the student's permanent folder. The Student Advocate will monitor the progress reports, as well as cycle report cards, to assure that accurate, and produced in a timely manner. The Student Advocate will then give such documents to the Registrar to be filed in the students' records.

**CODE OF CONDUCT
OF THE
SOUTHWEST HIGH SCHOOL**

In order to support the mission of Southwest High School, the following plan has been developed in order to assure a productive learning environment for all students. The plan is divided into four levels of increasing severity of misconduct and intervention. The lists of behaviors and intervention at each level are examples and are not intended to be all-inclusive.

Acts of Misconduct: Level 1 - Misbehavior

Level 1 acts of misconduct include those student misbehaviors which interfere with the orderly educational process. These behaviors include such infractions as are listed below. These behaviors are only examples and are not intended to be all-inclusive.

1. Running and/or making excessive noise in the halls or building.
2. Cheating and/or copying the work of another student.
3. Being improperly dressed (First offense).
4. Refusal to participate in classroom activities.
5. Tardiness to class.
6. Minor damage to property.
7. Failing to bring required materials and/or assigned work to class.
8. Exhibiting inappropriate familiarity.

Disciplinary Actions: Level 1

1. Oral correction / student conference
2. Cooling-off time or "time out".
3. Counseling by staff.
4. Parent contact.
5. Parent-teacher conference

6. Withdrawal of privileges.
7. Behavior contract.
8. Assigned school duties.
9. Detention.

* Serious and/or repeated violations may result in a more severe consequence or referral to the next level.

Acts of Misconduct: Level 2

1. Posting or distributing unauthorized communicative material on school premises.
2. Leaving the classroom or school premises without permission.
3. Interfering with school authorities and programs through boycotts, sit-ins or trespassing.
4. Exhibiting any unacceptable physical contact which could, but does not, result in injury.
5. Failing to abide by rules and regulations regarding field trips.
6. Cutting class or other forms of truancy.
7. Smoking in unauthorized areas.
8. Altering school records, documents, or signing parent's name on school documents.
9. Use of beepers, electronic pagers, or telephones in a manner disruptive to instruction.
10. Repeated dress code violation.
11. Any repeated or chronic misbehavior as defined in Level 1.

Disciplinary Actions: Level 2

1. Administrator / teacher / student conference.
2. Parent conference.
3. Exclusion from extracurricular activities including school sponsored field trips.
4. Confiscation of electronic devices.
5. In-school suspension.

Acts of Misconduct: Level 3

1. Gambling.
2. Fighting
3. Stealing; taking someone else's property.
4. Selling or soliciting the sale of any merchandise on the school premises without the authorization of the director
5. Possession of or the use of any prescription or non-prescription drug, medicine, vitamin, or other chemical in violation of the guidelines for dispensing medicine at school.
6. Use of unauthorized or illegal drugs, alcohol, or inhalants.
7. Indecent proposition.
8. Engaging in serious acts of disobedience or disorderly conduct.
9. Failure to comply with the reasonable requests of any school staff member.
10. Displaying any behavior which is disruptive to the orderly process.
11. An unprovoked display of disrespect towards school personnel.
12. Possession of a knife on school premises.
13. Use of profane, obscene, indecent, immoral, offensive language and/or gesture.
14. Defiance of authority.
15. Participation in gang related activity.
16. Third dress code violation.
17. Any chronic or repeated disciplinary infraction as defined in Level 2.

Disciplinary Actions: Level 3

1. Administration / teacher / parent conference (mandatory).
2. Exclusion from extracurricular activities, including school-sponsored field trips, award ceremonies or commencement exercises.
3. Short term disciplinary reassignment (3 days or less).
4. Restitution or restoration.
5. Long term disciplinary reassignment (more than three days).
6. Suspension (mandatory for fighting).

7. Expulsion.

Acts of Misconduct: Level 4

1. Arson.
2. Assault, both verbal threats and threatening conduct.
3. Assault and battery.
4. Aggravated assault; assault with a weapon.
5. Robbery, which is defined as the taking of personal property or the possession of another against his or her will, accomplished by means of force or fear.
6. Burglary of an HLA facility.
7. Sex violations, indecent exposure, offenses against common decency.
8. Extortion.
9. Vandalism.
10. Assault and battery of school personnel.
11. Possession of and/or concealment of a weapon.
12. Engaging in criminal mischief.
13. Participation in gang-related violence.
14. Sale of prescription or non-prescription drugs, alcohol, or inhalants.
15. Any chronic or repeated discipline infractions as defined in Levels 1, 2, or 3.

Before any disciplinary procedures are employed for these serious offenses, the appropriate law enforcement authorities may be contacted for legal action.

Disciplinary Actions: Level 4

1. Suspension / expulsion.
2. Exclusion from extracurricular activities.
3. Restitution or restoration.
4. Disciplinary reassignment (more than 3 days).
5. Referral to the local law enforcement authority.

All students, parents, and school personnel should understand that in addition to taking disciplinary action at the school level, illegal acts must be reported to the local law enforcement authorities.

Assessing Discipline Penalties

When imposing discipline, Southwest High School personnel shall adhere to the following general principles:

- Discipline shall be administered when necessary to protect students, school employees, property, and to maintain essential order.
- Students shall be treated fairly and equitably.
- Discipline shall be based on a careful assessment of the circumstances of each case.
- Factors to be considered shall include:
 1. Seriousness of the offense.
 2. Student's age.
 3. Frequency of misconduct.
 4. Student's attitude.
 5. Potential effect of the misconduct on the overall school environment.

Rights and Responsibilities of Teachers and Professional Staff

Teachers and other professional staff have the right and responsibility to:

- use appropriate discipline management techniques
- ensure good student discipline by being in regular attendance and on time
- be prepared to perform their duties with appropriate preparation, assignments, and resource material
- comply with Southwest High School school policies, rules, regulations, and directives
- maintain an orderly classroom atmosphere conducive to learning
- teach to the standards of performance required by the Texas Education Agency
- establish rapport and an effective working relationship with parents, students,

and other staff members

- teach students to strive toward self-discipline using one's self as a model
- encourage good work habits that will lead to the accomplishment of personal goals
- serve as appropriate role models for their students, in accordance with the standards of the teaching profession

Student Responsibility

While there does exist certain student rights, there also are high expectations and obligations of the students at the Southwest High School. Each student is responsible for a knowledge of and adherence to the regulations governing admission, registration, attendance requirements, withdrawal, dropping a class, graduation requirements, and campus rules. Failure to act in accordance with the following and the individual campus requirements will be grounds for loss of privilege, suspension, or expulsion.

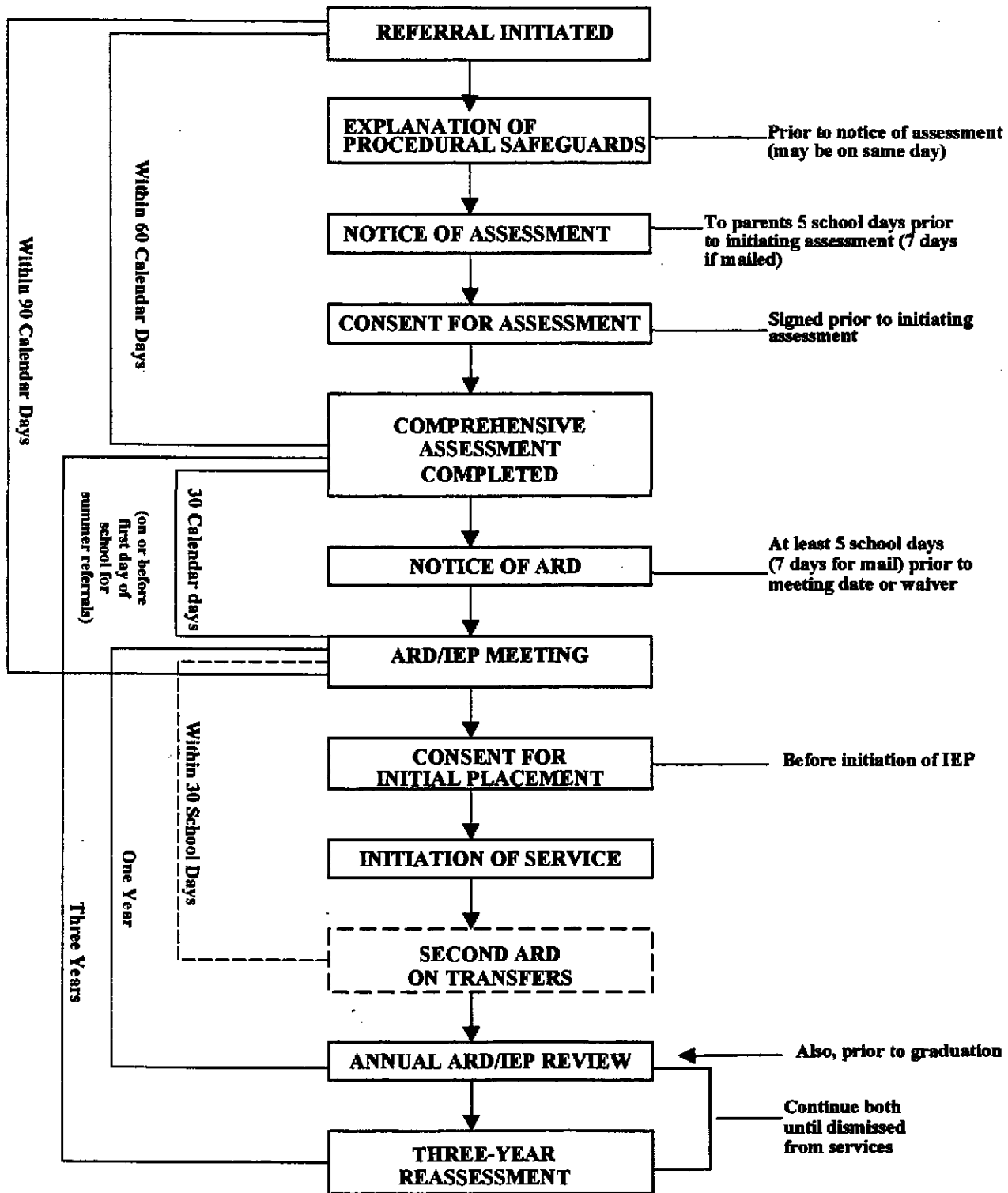
Self-discipline and respect for faculty and peers is vital to any student's healthy growth and development. Students who violate the SWHS's Code of Conduct as stated in the Parent/Student Handbook shall be subject to disciplinary action. The disciplinary options include using one or more discipline management techniques and suspension or expulsion.

Disciplinary measures are applied depending on the nature of the offense.

Academy Jurisdiction

The Academy's rules of student conduct apply to all school-sponsored and school-related activities, on or off campus. Students who violate these rules will be subject to disciplinary action.

SOUTHWEST HIGH SCHOOL TIME LINES FOR CHILD-CENTERED EDUCATIONAL PROCESS



SOUTHWEST HIGH SCHOOL**Suggested Agenda
For
Special Education Professional Development**

- Region IV Special Education Films

Timeline for Initial Evaluation – 60 calendar days (includes holidays) from original date of beginning of referral process to completion of all assessments and ARD.

Least Restrictive Environment – SWHS has no problems with this because students are being served in all regular classrooms with appropriate modifications and supports.

Related Services – This includes Speech, Occupational Therapy, etc. If a student needs a service or needs to be evaluated for a service, we must and will provide that service and/or appropriate assessment.

Timeline for Reevaluation – every student must be considered for reevaluation every three years; this does not mean that every test must be given, but some type of evaluation must be performed. For example, if a student has qualified as Mentally Retarded for the past several evaluations, it is probable that the student continues to qualify for services as MR. However, if a student qualified for services as Emotionally Disturbed, he/she may no longer qualify as ED.

Transition Services – All students within the Special Education program, starting at age 14, must have an Individualized Transition Plan (ITP) that correlates with the students Individualized Education Plan (IEP). An ITP is a process that correlates the student's interests (not the parents' interests) with the degree plan, bringing in the appropriate agencies. A 30 day notice must be given, so we will do these in January.

SOUTHWEST HIGH SCHOOL

Special Education Referral Process

Step One - Representative from referral committee needs to contact parents about why student is being referred (struggling w/work, failing, etc...)

If parent refuses referral, process stops.

Have parent come to school or send home by student/mail the following: THIS IS MUCH EASIER IF PARENT COMES TO SCHOOL

- Explain "PROCEDURAL SAFEGUARDS" handout to parents and give them "Dear Parent" letter. Put your name on PROCEDURAL SAFEGUARD log and have parents sign. Place check mark and date log under "NOTICE OF COMPREHENSIVE INDIVIDUAL ASSESSMENT". Parent takes "PROCEDURAL SAFEGUARDS" home. *****ALL OTHER MATERIALS MUST BE DATED ON OR AFTER THIS DATE.*****

- Fill out "NOTICE OF COMPREHENSIVE INDIVIDUAL ASSESSMENT" and give yellow copy to parent. (2 pages)

- Fill out top only of "CONSENT FOR COMPREHENSIVE INDIVIDUAL ASSESSMENT" and have PARENT complete and sign. Tear it apart and give the yellow copy to parent.

- Have parent fill out "INFORMATION FROM PARENT".

- Give parents "Dear Parent" letter concerning Medicaid.

Step Two - The "INFORMATION FROM EDUCATIONAL RECORDS" needs to be completed. Person initiating referral should be the name of parent/teacher requesting referral. Be specific on "Reason for Referral". Do not check all boxes, only the ones that apply to this specific student. Look in Cumm folder for information. You may xerox TAAS information, language survey, report cards, etc... if this is easier. Attendance information is very important. **The DATE on this form is critical.** This is the DATE that will be used to START the timeline.

Step Three - Have one referring teacher complete "INFORMATION FROM CLASSROOM TEACHER". Work samples **MUST** be attached. Remember, Section F about services and modifications must be tried before referral.

Step Four - Make sure all blanks are checked on "INSTRUCTIONS FOR COMPLETING REFERRAL PACKET". This should insure that you have all materials **AND** that they are completed entirely. Place completed materials in diagnostician's box.

SPECIAL PROGRAMS

The Charter School shall offer programs that are designed to meet the needs of economically and educationally disadvantaged students when appropriate. Eligible students may receive services from one of special needs programs when identified by the charter school:

- Special Education
- State Compensatory Education
- *Limited English Proficiency*
- Pregnancy Related Services (PRS)
- Gifted and Talented (G/T)
- Career and Technology
- Title I Parts A and D, Title II, Title IV, Title VI, and Title VII Part C
- Migrant Education
- Dyslexia
- Optional Extended School Year
- Child Nutrition Programs

The Charter School shall conduct a needs assessment and shall develop a plan for the use of both state and federal funds when programs are implemented. Such a plan may be determined in consultation with a task force, including, but not limited to, parents of participants; teachers; principals; administrators; and community members. When mandated by statute, all requirements of the law will be fulfilled. The plan shall include:

- A. how students shall be identified;
- B. planned services and activities;
- C. a plan for annual evaluation (performance objectives); and
- D. record-keeping and accounting procedures.

The plans shall be approved by the board.

The campus authority is directed to establish a procedure that will

- identify eligible students and their special needs;
- design a program(s) that shall satisfy those needs by interfacing, when advantageous special program services;
- monitor the progress of such programs; and
- provide assurances to state and federal agencies that such programs are in compliance with program requirements of each program with regard to conditions such as staff qualifications, staff-student ratios, student records, facilities and materials, financial accounting, reporting, and program and student evaluation.

All special program funding will be used to supplement and not supplant the regular education program. Auditable documents will be maintained by the Charter School to comply with all monitoring procedures.

SPECIAL EDUCATION PROGRAMS

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Special Education guidelines. *P.L. 94-142; P. L. 103-382(IASA)*

AT RISK/STATE COMPENSATORY EDUCATION PROGRAMS

The Charter School shall comply with applicable statues and rules and regulations of state and federal authorities in receiving funds and administrating a program based on State Compensatory Education guidelines. TEC §11.252-3.

LIMITED ENGLISH PROFICIENCY PROGRAMS

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Limited English Proficiency Program guidelines. *P. L. 103-382(IASA)*

PREGNANCY RELATED SERVICES

The Charter School shall comply with applicable statues and rules and regulations of state and federal authorities in receiving funds and administrating a program based on Pregnancy Related Services guidelines.

GIFTED AND TALENTED

The Charter School shall comply with applicable statues and rules and regulations of state authorities in receiving funds and administrating a program based on Gifted and Talented Program guidelines.

CAREER AND TECHNOLOGY PROGRAMS

The Charter School shall comply with applicable statues and rules and regulations of state and federal authorities in receiving funds and administrating a program based on Career and Technology Program guidelines. *P. L. 105-332*

FEDERAL TITLE PROGRAMS

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Federal Title Program guidelines. *P.L. 103-382*

MIGRANT EDUCATION

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Migrant Education Program guidelines. *P.L. 103-382*

DYSLEXIA

The Charter School shall comply with applicable statues and rules and regulations of state authorities in receiving funds and administrating a program based on Dyslexia Program guidelines. *TAC 74.28*

OPTIONAL EXTENDED YEAR

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Optional Extended Year Program guidelines. *P. L. 103-382(TASA)*

CHILD NUTRITION PROGRAM

The Charter School shall comply with applicable statues and rules and regulations of federal authorities in receiving funds and administrating a program based on Child Nutrition Program guidelines.

SOUTHWEST HIGH SCHOOL

The Southwest High School was developed by the Founder and Executive Director of Houston Learning Academy, Dr. Spyros Catechis.

Houston Learning Academy received recognition in 1996, when HLA was one of nine Texas organizations named as "Blue Chip Enterprise" for initiative, successful and creative use of resources in a competition sponsored by the U.S. Chamber of Commerce, Nations Business Magazine, and Connecticut Mutual Life Insurance. HLA has also been recognized by Anderson Consulting for its "Innovative Business Practices".

SOUTHWEST HIGH SCHOOL IS RECOGNIZED FOR:

- ❖ Students being able to earn up to eight credits per ^{year} ~~semester~~.
- ❖ Providing clean, wholesome buildings and grounds.
- ❖ Being well managed.
- ❖ Putting resources into the program by providing instructional materials, computers, and learning aides.
- ❖ Maintaining productive classrooms where students are on task.
- ❖ Instructional programs modeled after individual student needs.
- ❖ Displaying students work and celebrating their success.

Southwest High School

CALENDAR

1999 - 2000 School Year

Nine Weeks Periods

- Aug. 16 - Oct. 8 38 days
- Oct. 11 - Dec. 16 46 days
- Jan. 5 - Mar. 10 46 days
- Mar. 20 - May 31 50 days

Holidays

- Sept. 6 Labor Day
- Sept. 20 Fall Break
(Sept. 20 - bad weather day)
- Nov. 24 - 26 Thanksgiving
- Dec. 20 - 31 Winter Break
- Jan. 17 MLK Day
- Feb. 21 President's Day
- Mar. 13 - 17 Spring Break
- April 21, 24 Easter Break
(April 24 - bad weather day)
- May 29 Memorial Day

Teacher Work Days

- Aug. 9-10 Funded by Grant
- Aug. 11-13, Dec. 17, Jan. 3-4,
- June 1

Summary of Days

- Students 180 days
- Teachers 189 days

- LEGEND**
- Holidays
 - Staff Development/Teacher Work Day
 - Beg./End 9 weeks

Track

July 1999

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

August 1999

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

September 1999

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

October 1999

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

November 1999

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

December 1999

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

January 2000

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

February 2000

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

March 2000

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

April 2000

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

May 2000

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

June 2000

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

GENERAL AND STUDENT INFORMATION

Closed Campus: The campus is "closed" to all students from the time they arrive on campus in the morning until 2:00p. This includes not only class times, but also the period between classes and lunch.

Drills—Fire Tornado and other emergency drills: Fire and tornado drills will be held once a month. When a drill or emergency takes place, you will hear a tremendously loud (and annoying) ringing sound that will continue until the drill is over. In addition, you will note that the emergency Fire drill lights will be flashing in the hallways. Follow your teacher out the nearest exit (There should be a fire drill map posted in each classroom). Make sure you REMAIN with your class during the drill. DO NOT wander off from your class. Make sure you leave the building in a quiet orderly fashion and re-enter in the same manner. Stay with your teacher so that he/she can take roll and account for all students. Two rings of the bells will be the signal to return with your teacher into the school.

Dressing and Grooming Policy for Students

Minimum standards are as follows:

A. Hair and Grooming

- 1). Extreme hairstyles and make-up are subject to discussion and disciplinary action. Extreme is defined as any hairstyle that disturbs or disrupts the educational process. For example a mohawk, etc.
- 2). Hair should not obstruct view.

B. Clothing: CLOTHING MUST FOLLOW SCHOOL UNIFORM CODE IN ADDITION TO:

- 1). *Undergarments are not to be displayed.*
- 2). *Tops are to be appropriately sized to the individual.*
 - a). *Tops that reveal skin at the shoulders or waist are not appropriate.*
 - b). *Tops must not show cleavage nor excessively low cut.*
- 3). *As a minimum length, the bottom hem of skirts, shorts, and dresses shall be no more than three inches above the top of the knees when wearer is standing in normal upright position.*
- 4). *Revealing clothing of any type is not acceptable.*
 - a). *See-through clothing, biking shorts and form fitting shorts are not acceptable.*
- 5). *Clothing that has been ripped, torn or cut is not acceptable if it shows skin and/or undergarments.*
- 6). *Vulgar or obscene patches, inappropriate medallions that display alcoholic beverages, drugs, drug use, provocative graphics, private illegal clubs, and words or other controversial or discriminatory material are not acceptable on the outside or underneath clothing.*
- 7). *Shoes or sandals must be worn at all times.*
 - a). *Shoes must have a back on them.*

b). *No shoes or house slippers.*

C. Accessories and miscellaneous items

- 1). Hats, caps, head coverings of any kinds, or sunglasses are not to be worn in the building.
- 2). Jewelry or accessories with inappropriate lettering, decorations or advertisements are not allowed.
- 3). "Walkman" type headsets, radios, electronic games and devices (cell phones, pagers, etc.), noise-making devices, and skateboards are not allowed.

D. Exemptions

- 1). Exemptions for medical or religious reasons from any item in this policy may be granted by the campus principal with proper documentation.

E. Violations

- 1). Students who violate the above policies will;
 - a). Be sent to the appropriate principal's office upon first offense.
 - (i). If the violation is in regards to clothing, the student may be given the option of returning home until appropriately dressed or wearing appropriate dress given by the principal if available.
 - b). Upon the second violation, the student will be suspended.
 - (i). He/she will be allowed into class when appropriate clothing is worn, and a third violation could result in expulsion.

ID Cards: All students will be issued Southwest High School identification cards this year. These should be carried at all times and if lost will be replaced for a small fee.

Immunizations: You must have had the following inoculations prior to coming to Southwest High School: diphtheria/tetanus, polio, measles, (rubeola, mumps, and rubella). Proof of immunization may be personal records by a licensed physician or public health clinic with a signature. You will not be permitted to enroll at Southwest High School unless you have proof of these immunizations.

Lost and Found: The lost and found is located in the main office. If you find an item that is not yours, please turn it into the front office. Likewise if you have lost an item, get a pass and go and see the office staff.

Loitering/Unauthorized persons on campus: Only students of the school, parents of the students, employees of the District and persons having business with schools are allowed on campus during normal hours. Visitors must have passes, and as a general rule, friends that do not attend Southwest High School are not allowed on campus. Special exceptions may be made in extreme cases, but these must be cleared with the administration in advance. Students are not allowed to sit in parked cars on campus, vacant classrooms, or any other unsupervised area.

Building Times: Students are not to be in the school building prior to the opening bell at 7:50a. You may go to the cafeteria and wait but cannot be in the main/building/hallway without a pass prior to the opening bell. Unless you are involved

in extracurricular activities, you should exit the building promptly at 2:00p, unless the student is with a teacher in the classroom.

Lunch Program: The Southwest High School cafeteria will provide lunches to the students. The students have three lunch options:

1. Bring their own lunch (microwaves are available for use in the cafeteria).
2. Students who fill out and qualify for the free and reduced lunch program will be eligible for the lunch program. Free lunch applications will be given out during the first week of school in the main office.
3. Use of the vending machines.

Nurse/Clinic: If a student needs to see the nurse, they should first obtain a permit from their teacher and then proceed to the main office. You should not go to the main office between classes except in an extreme emergency. Once the student is in the main office, he/she needs to make sure that they sign in, as this will be proof of record that they were in the office.

If you need to take a prescription or a non-prescription drug during the school day, you must bring a written request from your parent and one from your doctor. Then bring the medicine in its properly labeled bottle. The office staff will either give you permission at the proper time or give you permission to take the medicine at the appropriate time or as directed.

Smoking/Tobacco: Southwest High School is smoke and tobacco free, therefore, smoking is strictly forbidden on the campus. Any student smoking, dipping, chewing, or found in the possession of a tobacco product will be subject to municipal fines and disciplinary actions.

Graduation Requirements

Students at Southwest High School may graduate under either of two plans: the recommend high school program or the minimum high school program.

Recommended High School Program:

Language Arts	4 credits
Mathematics	3 credits
Algebra 1, Geometry, and Algebra 2	
Science	3 credits
Integrated Physics & Chemistry, Biology, Chemistry or Physics	
Social Studies	4 credits
World History Studies – 1 World Geography Studies – 1 United States History – 1 United States Government – ½ Economics – ½	
Health Education	½ credit
Physical Education	1 ½ credit
To include ½ credit on Foundation of Of Personal Fitness course; Only 2 units of Physical Education may Count toward the required credits	
Foreign Languages	2 credits
Must be from the same language	
Fine Arts	1 credit
Speech	½ credit
Technology Application	1 credit
Electives	3 ½ credits
Total	24 credits

Minimum High School Program:

Language Arts	4 credits
Mathematics	3 credits
Algebra 1, Geometry, and Algebra 2	
Science	2 credits
To include at least one credit from Biology, Chemistry or Physics	

Social Studies	3 credits
World History Studies or World Geography Studies – 1 United States History – 1 United States Government – ½ Economics – ½	
Science or Social Studies Elective	1 credit
Selected from either World History Studies, World Geography Studies, or Science	
Health Education	½ credit
Physical Education	1 ½ credit
To include ½ credit on Foundation of Of Personal Fitness course; Only 2 units of Physical Education may Count toward the required credits	
Foreign Languages	None
Fine Arts	None
Speech	½ credit
Technology Application	1 credit
Electives	5 ½ credits
Total	22 credits

Grading Scale

The grading scale at Southwest High School follows the Texas State scale:

A = 90 – 100
B = 80 – 89
C = 75 – 79
D = 70 – 74
F = 69 and below

Grade Level Classification

The accelerated block schedule at Southwest High School provides opportunities for students to meet the expectations of a wide array of career interests. Students have the opportunity to earn 32 credits in their high school careers. To reflect these opportunities, the following

grade level classification requirements will be in effect for the 1999 – 2000 school year.

<u>Grade</u>	<u>Credit</u>
9	0 – 5.5
10	6 – 10.5
11	11 – 15.5
12	16 – 22

Grade Average

A student's cumulative grade average will be the arithmetic average of all grades earned.

Class Rank

Class rank will be based on the cumulative grade average as of April 1, 2000. In determining the class rank, the population will include all December graduates, and all potential May and summer graduates.

Bell Schedule 1999-2000

APPLICATION

Planning/Tutorials (Tuesday, Wednesday, and Thursday)	7:45 – 8:45 a.m.
Passing Period	8:50 – 8:55 a.m.
1 st Period	8:55 – 10:00 a.m.
2 nd Period	10:05 – 11:10 a.m.
3 rd Period	11:15 – 12:50 p.m.
“A” Lunch	11:20-11:50 a.m.
“B” Lunch	12:20-12:50 p.m.
4 th Period	12:55-2:00 p.m.

**ALL PASSING PERIODS ARE 5 MINUTES. THE TIME
THAT CLASS STARTS IS THE TARDY BELL. NO
EXCEPTIONS!!**

ENFORCED GUIDELINES FOR STUDENTS

1. NO WALKMANS, RADIOS, PAGERS, CELL PHONES, PORTABLE TV's, OR ANY OTHER ELECTRONIC DEVICES ALLOWED ON CAMPUS.
2. NO FIREARMS, GUNS, WEAPONS, OR TOBACCO ALLOWED ON CAMPUS.
3. NO BASEBALL CAPS, HATS, OR ANY HEADGEAR ALLOWED ON CAMPUS.
4. NO HALL PASSES WILL BE ISSUED UNTIL AFTER THE FIRST 15 MINUTES OF CLASS,
5. ONLY ONE STUDENT IN EACH CLASS CAN HAVE A HALL PASS AT A TIME.
6. NO VENDING MACHINE PASSES.
7. NO VISITING OTHER CLASSROOMS ALLOWED (NO EXCEPTIONS!!!)
8. NO PROFANITY.
9. THREE TARDIES EQUALS ONE ABSENCE.
10. STUENTS SHOULD BE SEATED AT ALL TIMES DURING CLASS.
11. FIGHTING EQUALS SUSPENSION OR EXPULSION.
12. IF ANY STUDENT UNDER THE INFLUENCE OF DRUGS AND/OR ALCOHOL WIL BE SUSPENDED.
13. ALL DOORS ARE TO BE CLOSED AT ALL TIMES.
14. NO GRAFFITI, SPRAY CANS, MAGIC MARKERS OR ANY OTHER "TAGGING" MATERIAL ALLOWED.
15. NO FOOD OR DRINKS ALLOWED IN CLASS.

STUDENT'S SIGNATURE

PARENT'S SIGNATURE

**CODE OF CONDUCT
OF THE
SOUTHWEST HIGH SCHOOL**

In order to support the mission of Southwest High School, the following plan has been developed in order to assure a productive learning environment for all students. The plan is divided into four levels of increasing severity of misconduct and intervention. The lists of behaviors and intervention at each level are examples and are not intended to be all-inclusive.

Acts of Misconduct: Level 1 - Misbehavior

Level 1 acts of misconduct include those student misbehaviors which interfere with the orderly educational process. These behaviors include such infractions as are listed below. These behaviors are only examples and are not intended to be all-inclusive.

1. Running and/or making excessive noise in the halls or building.
2. Cheating and/or copying the work of another student.
3. Being improperly dressed (First offense).
4. Refusal to participate in classroom activities.
5. Tardiness to class.
6. Minor damage to property.
7. Failing to bring required materials and/or assigned work to class.
8. Exhibiting inappropriate familiarity.

Disciplinary Actions: Level 1

1. Oral correction / student conference
2. Cooling-off time or "time out".
3. Counseling by staff.
4. Parent contact.
5. Parent-teacher conference

6. Withdrawal of privileges.
7. Behavior contract.
8. Assigned school duties.
9. Detention.

* Serious and/or repeated violations may result in a more severe consequence or referral to the next level.

Acts of Misconduct: Level 2

1. Posting or distributing unauthorized communicative material on school premises.
2. Leaving the classroom or school premises without permission.
3. Interfering with school authorities and programs through boycotts, sit-ins or trespassing.
4. Exhibiting any unacceptable physical contact which could, but does not, result in injury.
5. Failing to abide by rules and regulations regarding field trips.
6. Cutting class or other forms of truancy.
7. Smoking in unauthorized areas.
8. Altering school records, documents, or signing parent's name on school documents.
9. Use of beepers, electronic pagers, or telephones in a manner disruptive to instruction.
10. Repeated dress code violation.
11. Any repeated or chronic misbehavior as defined in Level 1.

Disciplinary Actions: Level 2

1. Administrator / teacher / student conference.
2. Parent conference.
3. Exclusion from extracurricular activities including school sponsored field trips.
4. Confiscation of electronic devices.
5. In-school suspension.

Acts of Misconduct: Level 3

1. Gambling.
2. Fighting
3. Stealing; taking someone else's property.
4. Selling or soliciting the sale of any merchandise on the school premises without the authorization of the director
5. Possession of or the use of any prescription or non-prescription drug, medicine, vitamin, or other chemical in violation of the guidelines for dispensing medicine at school.
6. Use of unauthorized or illegal drugs, alcohol, or inhalants.
7. Indecent proposition.
8. Engaging in serious acts of disobedience or disorderly conduct.
9. Failure to comply with the reasonable requests of any school staff member.
10. Displaying any behavior which is disruptive to the orderly process.
11. An unprovoked display of disrespect towards school personnel.
12. Possession of a knife on school premises.
13. Use of profane, obscene, indecent, immoral, offensive language and/or gesture.
14. Defiance of authority.
15. Participation in gang related activity.
16. Third dress code violation.
17. Any chronic or repeated disciplinary infraction as defined in Level 2.

Disciplinary Actions: Level 3

1. Administration / teacher / parent conference (mandatory).
2. Exclusion from extracurricular activities, including school-sponsored field trips, award ceremonies or commencement exercises.
3. Short term disciplinary reassignment (3 days or less).
4. Restitution or restoration.
5. Long term disciplinary reassignment (more than three days).
6. Suspension (mandatory for fighting).

7. Expulsion.**Acts of Misconduct: Level 4**

1. Arson.
2. Assault, both verbal threats and threatening conduct.
3. Assault and battery.
4. Aggravated assault; assault with a weapon.
5. Robbery, which is defined as the taking of personal property or the possession of another against his or her will, accomplished by means of force or fear.
6. Burglary of an HLA facility.
7. Sex violations, indecent exposure, offenses against common decency.
8. Extortion.
9. Vandalism.
10. Assault and battery of school personnel.
11. Possession of and/or concealment of a weapon.
12. Engaging in criminal mischief.
13. Participation in gang-related violence.
14. Sale of prescription or non-prescription drugs, alcohol, or inhalants.
15. Any chronic or repeated discipline infractions as defined in Levels 1, 2, or 3.

Before any disciplinary procedures are employed for these serious offenses, the appropriate law enforcement authorities may be contacted for legal action.

Disciplinary Actions: Level 4

1. Suspension / expulsion.
2. Exclusion from extracurricular activities.
3. Restitution or restoration.
4. Disciplinary reassignment (more than 3 days).
5. Referral to the local law enforcement authority.

All students, parents, and school personnel should understand that in addition to taking disciplinary action at the school level, illegal acts must be reported to the local law enforcement authorities.

Assessing Discipline Penalties

When imposing discipline, Southwest High School personnel shall adhere to the following general principles:

- Discipline shall be administered when necessary to protect students, school employees, property, and to maintain essential order.
- Students shall be treated fairly and equitably.
- Discipline shall be based on a careful assessment of the circumstances of each case.
- Factors to be considered shall include:
 1. Seriousness of the offense.
 2. Student's age.
 3. Frequency of misconduct.
 4. Student's attitude.
 5. Potential effect of the misconduct on the overall school environment.

Rights and Responsibilities of Teachers and Professional Staff

Teachers and other professional staff have the right and responsibility to:

- use appropriate discipline management techniques
- ensure good student discipline by being in regular attendance and on time
- be prepared to perform their duties with appropriate preparation, assignments, and resource material
- comply with Southwest High School school policies, rules, regulations, and directives
- maintain an orderly classroom atmosphere conducive to learning
- teach to the standards of performance required by the Texas Education Agency
- establish rapport and an effective working relationship with parents, students,

and other staff members

- teach students to strive toward self-discipline using one's self as a model
- encourage good work habits that will lead to the accomplishment of personal goals
- serve as appropriate role models for their students, in accordance with the standards of the teaching profession

Student Responsibility

While there does exist certain student rights, there also are high expectations and obligations of the students at the Southwest High School. Each student is responsible for a knowledge of and adherence to the regulations governing admission, registration, attendance requirements, withdrawal, dropping a class, graduation requirements, and campus rules. Failure to act in accordance with the following and the individual campus requirements will be grounds for loss of privilege, suspension, or expulsion.

Self-discipline and respect for faculty and peers is vital to any student's healthy growth and development. Students who violate the SWHS's Code of Conduct as stated in the Parent/Student Handbook shall be subject to disciplinary action. The disciplinary options include using one or more discipline management techniques and suspension or expulsion. Disciplinary measures are applied depending on the nature of the offense.

Academy Jurisdiction

The Academy's rules of student conduct apply to all school-sponsored and school-related activities, on or off campus. Students who violate these rules will be subject to disciplinary action.

SOUTHWEST HIGH
SCHOOL

APPLICATION

5901 Allday
Houston, TX 77036
713-789-9233

AGREEMENT

I, _____, DO HEREBY CERTIFY THAT I
HAVE READ AND UNDERSTAND THE RULES,
REGULATIONS, AND GUIDELINES THAT ARE STATED IN
THE SOUTHWEST HIGH SCHOOL STUDENT CODE OF
CONDUCT HANDBOOK.

Student's Signature

Date

Parent's Signature

Date



TEXAS EDUCATION AGENCY

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

MIKE MOSES
COMMISSIONER OF EDUCATION

9/4/98
[Handwritten signature]

Dear Proposed Charter School Applicant:

August 31, 1998

Southwest High School

After review of the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application is incomplete. 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 12:00 noon, Thursday, September 3, 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.

Please supply the following:

1. ___ 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.
2. ___ Assurance that the applicant has established performance levels 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.
3. ___ 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. (See page four of Guidelines.) Note that the sponsoring entity must itself be tax exempt or have applied for such status. It is not sufficient that the sponsoring entity belong to or be associated with a tax exempt organization.
4. ___ 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.
5. ___ A copy of the last tax return filed by the sponsoring entity if applicable (If not, please state why).
6. A list of the board members of the sponsoring organization. The list must identify the officers of the sponsoring agency, their credentials and statements covering the litigation and criminal history of both board members and the sponsoring entity. *p. statement in application*
7. ___ Evidence that a facility has been secured for use by the proposed charter school. (See page 51 of the Application Guidelines). Note the evidence provided must satisfy requirements of sample form e.g. two signatures (lessor and lessee).
8. ___ Evidence of parent/community support. (See page four of Guidelines.)
9. ___ Two complete copies of the Assurances provided in the application packet, each with an original signature in blue ink.

Appendix

10. 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. *send MAD*

11. Clarification that the proposed charter school will admit and fully serve eligible students with disabilities. 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. Include an assurance that certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act. *P. 13*

12. 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. Information requested on admission application cannot be used to influence or deny admission. Exceptions would be grade level served, area of residence and disciplinary history. *? Statement P. 8 - "Admission Criteria"*

13. ___ Clarification that the policies of the proposed charter school will not provide for segregation on the basis of sex except where required or allowed by federal law.

14. ___ 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.

15. ___ 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 who attended the school in its first year of operation as a charter school.

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

17. ___ 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.

18. ___ Assurance neither 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.

19. ___ 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.

20. Clarification that the applicant will provide a special education program that addresses the following provision of services i.e.; Child Find, Admission, Review and Dismissal Committee (ARD), Free and Appropriate Public Education (FAPE), Individualized Education Plan (IEP), due process and services for expelled students in the Least Restrictive Environment (LRE). This clarification should include a detailed explanation of each activity and how they will be provided to the student with disabilities.

21. Assurance that the applicant will provide, in accordance with the policy of the State, a program to ensure equal educational opportunities to every student whose primary language is other than English. The charter school will provide English as a Second Language (ESL) Program or Bilingual Education program as required in the Texas Education Code, Chapter 29, Subchapter B.

22. State Revenue has not been correctly estimated.

Estimated Initial Enrollment	_____
X 90% attendance =	_____ (estimated ADA)
X\$4000 average state funding per ADA	_____ (estimated state aid)
Amount budgeted for state revenue	_____
Difference	_____

(Please call Nora Rainy in the School Financial Audit Department at 512-463-9126 with any questions regarding budget item).

23. Applicant needs to provide a draft of a board policy for the admission of students eligible for a Public Education Grant (PEG) transfer.

24. Other concerns

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

Name of Proposed Charter School: SWHS

Budget Review

1. Budget is presented in the correct format. (p. 28)

YES NO (Budget Not Evaluated)

2. The budget development process does not include: (p. 12)

- Stakeholder involvement (i.e. board, principals, program directors and others) *not for critical budget*
- Board adoption *no date given*
- Periodic reviews (budget status report should show percentage of expenses to budgeted appropriations)
- Procedures for amendments during the fiscal year

3. State revenues have been correctly estimated.

YES NO

Estimated Initial Enrollment 275

X 90% attendance = 248 (estimated ADA)

X \$4000 average state funding per ADA \$1,240,000 (estimated state aid)

Amount budgeted for state revenues 1,155,413

Difference \$84,587

4. The budget includes an expense amount in function 41, object code 6200

YES NO

5. The net assets balance at end of year is, at minimum, 10% of estimated expenses.

YES NO

Comments

Reviewer RB

Date 8/26/98

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

Name of Proposed Charter School: Southwest High School



Legal Review:

Governing Board Specified W

Geographic bounds use of better id


Admission policy W

Church/State n/a W

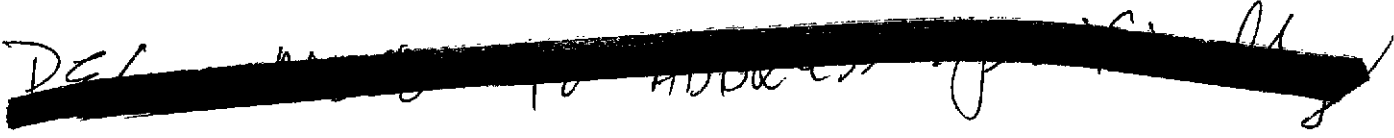
Special Ed  

Facility agreement sufficient W

Non-profit/IRS status W

Tax Return NO-OIL-REV

Reviewer/date 236

DEL 

*check
not
helpful*

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

Name of Proposed Charter School: Southwest HS

Checklist of requirements:

 Two copies of application ✓ Two original signatures on Assurances

 ✓ Evidence of parental/community support

 Litigation history ✓ Policy for Peg Students

NOTES:

 Sp Ed disciplin Sp Ed transportation

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

Name of Proposed Charter School: Southwest HS

Programmatic Review:

TEKS

TAAS

Church/State

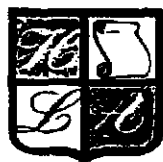
Other Enrollment process is unclear - basis for non-admission? 78

Review/date

Educational Leadership

CONTINGENCIES

HOUSTON • LEARNING • ACADEMY



The School That Makes A Difference

Spyros Catechis, Ed.D. • Executive Director

2400 Augusta, Suite 255
Houston, Texas 77057
(713) 974-6658

ADMINISTRATION COVER PAGE

TO: DR D. Havens
TEA Charter School Director

FROM: Olivia Garza
Educational Leadership

Subject: Requested Items of
Charter School

*I had to send more pages: additional
re structured in separate pages.*

Pages including this page: 13 Number faxed to: 512-463-9730

Notify sender upon receipt: YES NO

Senders phone number: _____

Contact: _____

- Central Campus (713) 789-9197
- North Campus (713) 537-6433
- Clear Lake Campus (713) 332-2811
- Fort Bend Campus (713) 240-6060
- Kingwood/Humble Campus (713) 852-2022

CONTINGENCIES

Thursday 9/3 11:30 PM

To: Dr. Deborah Havens TEA Charter Schools Division
From: The Southwest High School Charter School Application
Sponsored by Educational Leadership

Faxed Pages are:

ITEMS CHECKED

6.

d Not faxed - Credentials and Statements Page found in packet -

10.

d Two City Key Map pages that reflect geographical area to be served.
Narrative of geographical area served is found on Page 7 of 14 item (6)

11.

d Assurance state that student with disabilities will be fully served is found on
Page 5 of 14 item (3)

12.

d Clarification of admission policy is noted on Page 8 of 14 item (7) and on
Page 13 of 14 item (10)

23.

Draft of board policy for students eligible for Public Education Grant (PEG)
transfer is noted on Page 13 of 14 item (10)

Olivia G. Garza

240

COPYRIGHT MATERIAL

2 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

CONTINGENCIES

Economics	.5
Speech	.5
Health	.5
Physical Education	1.5
Electives	<u>4.5</u>
TOTAL	24

The instructional day will be from 8:00 a.m. to 2:00 p.m. The educational program will follow the HISD School Calendar.

While the number of students with Limited English Proficiency is not predictable such students, when admitted, will be provided with English as a Second Language (ESL) classes.

Students with disabilities will be fully accommodated per requirements as stated in their Individual Education Plan (IEP). Disabled students will be provided with transportation as required. Certified teaching personnel will be employed as required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

SWHS will utilize programs that increase student attendance. Absent students' parents or legal guardians will be called (home or work) immediately after the second period roll call is taken. Student awareness of attendance tracking throughout the day, will encourage them to maintain a better attendance practice.

Attendance records will be kept in accordance with PEIMS requirements.

- (4) Describe the accountability measures the school will use to evaluate student performance.
 - (a) Identify the specific levels of student performance on assessment instruments adopted under TEC Chapter 39, Subchapter B that constitute acceptable performance for the open-enrollment charter.

SWHS will use the Texas Assessment Of Academic Skills (TAAS) to assess student performance at specific levels.

Students will receive report cards (created by the PEIMS program) every six-weeks; teachers will issue progress reports in the third-week of each reporting period. Parents will be highly encourage to set-up parent/teacher meetings, at any point, during the semester.

The Stanford Achievement Test will be used to conduct Pre-testing to set a benchmark on each student, and Posting-testing to measure the level of transferred learning. Pre-testing will occur in September; post-testing will

CONTINGENCIES

Provide the deadline or intervals by which the performance of the open-enrollment charter will be determined for accountability purposes:

Performance areas will be assessed at the end of each six-week reporting period, at the end of each semester and at the end of each school year.

Results of the TAAS will be used to enhance, modify or include tutoring in instructional disciplines, as needed.

(c) Provide the timelines by which the report of the performance of the school will be submitted to the State Board of Education.

SWHS will report school performance to the State Board of Education according to State compliance guidelines, throughout our five-year contract.

(5) Provide a list of all districts within the geographical area that may be affected by the open-enrollment charter with the date the *Statement of Impact* form was sent to each affected district.

Houston Independent School District

Statement of Impact sent July 24, 1998

(6) Describe the geographical area served by the program.

The SWHS serves a communities that encompasses Houston's rapidly growing southwest area. This area has one of the state's heaviest business population and residential areas. This area is bordered by Highway 59 South, Westheimer Road, Bellaire Blvd., Chimney Rock Road and Gessener Road (see map - Attachment E).

This area is has an estimated population of 180,000 persons; this number tends to be higher due to the nature of transit families. The ethic breakdown of this area is 72 percent Hispanic, 22 percent African-American, 4 percent Anglo and 2 percent Asian. Three key zones the Galleria, Harwin and Gulfton areas rank among the highest in newly migrated residents that have a median income below \$18,000.

Recent demographics indicate that Houston's Hispanic population will more than double over the next 30 years and grow from 650,000 persons to over 1.4 million individuals by the year 2026. The State Controller's office projects that by the year 2023 the Hispanic population will exceed the Anglo population. This ethic group will comprise 40 percent of the city's residents. This rapid growth will be most reflected in the southwest part of the city.

A review of the five key High Schools' population: Bellaire (3,111), Lee (2,982), Lamar (2,775), Westbury (2,645), and Sharpstown (2,245) indicate a student population with high rates of poor attendance and drop outs.

244

CONTINGENCIES

Educational attainment of this area's minority, at risk students has been severely lacking. In the southwest census tract of the city, 35 percent of our young adult population has not gone pass the 9th grade level. This number is based on a census that did not benefit from full participation of the area's population.

Located in an area where 85 percent of the population is eligible for free or reduced lunches and where 50 percent of ninth graders in the public high schools will drop-out before graduating, SWHS has the ability to assist in reversing these dire circumstances.

SWHS is located within eight miles of Houston Baptist University (HBU) and Houston Community College high-school extension. Collaboration with these two institutes of higher education is very favorable. EL's Executive Committee has a retired HBU Vice President and the CEO is on the board of Houston's Civic Center.

- (7) Specify any type of enrollment process to be used. (For admission to an open-enrollment charter school, the person operating the school may require the students seeking admission to complete and submit applications not later than a reasonable deadline the school establishes.) Indicate whether the open-enrollment charter provides for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A:**

All students will be admitted on a first-come, first-serve bases. Admission will be without regard to sex, national origin, ethnicity, religion, disability, academic or athletic ability or the district the child would otherwise attend in accordance with state statue.

SWHS will require all academic students to be submitted through an admissions process which includes: a) a scheduled appointment with the program director, b) submission of required personal documentation, and (c) an interview with members of the admissions committee. The admissions committee, along with the program director, determine whether an applicant is accepted for enrollment. All of the students, meeting the above criteria, will be accepted on a first-come, first-serve basis. Students applying for admission after full capacity has been reached, will be put on a waiting list. Students on the waiting list will be admitted on a space available basis: and, chosen via a lottery process.

- a) The purpose of the program director's appointment is to give the student and parents information regarding SWHS' programs and assess the student's match to the program;

CONTINGENCIES

- b) Personal documentation includes: registration forms, previous school records/transcripts, health records and psychological/educational evaluation (if needed).
- c) The admissions committee review discusses all data received, interview reactions, class assignments; and, completes the cycle of a school community recruitment process.

If a student is accepted, a Student Educational Plan is presented and a general outline of the student's short-term and long-term goals, covering personal, social, emotional and academic areas are determined.

If a student is not enrolled, recommendations are made for appropriate placement.

A student who has a documented history of criminal offense(s), juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A may be excluded.

- (B) Specify the qualifications to be met by professional employees (administrators, teachers, counselors) of the program.**

Employees for all positions will be carefully screened for ability and willingness to work with students from diverse backgrounds. Emphases will be given to individuals, with experience working with at-risk students, who are certified in their specific discipline.

Administrators, teachers, counselors and clerical staff all must have the personal skills to interact well with at-risk students, parents and community members.

All professional employees of The Southwest High School will have the following:

- A minimum of a bachelor's degree from an accredited college or university.
- Teaching experience or professional expertise in any of the following settings: public school, private school, college or university, business or corporate environment, home school or educational co-op.
- No criminal record

The school will be staffed with a principal, a secretary/two attendance clerks, a career guidance counselor (part-time), a PEIMS coordinator, 20 teachers, two security personnel. The faculty is based on a teacher ratio of 18 to 1.

The teaching staff will also be supplemented with teacher aides, as appropriate. These teacher aides will be school parents, community

CONTINGENCIES

volunteers and/or university education seniors.

Will the school automatically run a criminal history check on all employees?

All employees will have a criminal history check completed prior to employment.

Describe the teaching philosophy proposed by the school.

Positive relationships between student and teachers are more important in protecting teenagers than any other factor, including classroom size or the amount of training teachers have.

Small school environments foster a greater influence on students' post high school behavior and strengthens college attendance. A community learning environment—combined with unconventional organizational structure, teachers using varied teaching methods in lieu of lecture only—encourages students to attempt to learn, without the fear of being embarrassed.

Teaching models that promote active, positive interaction between instructor and students will be selected for use at SWHS.

- (9) Describe how the following aspects of school support will be handled in the school: finances, budgeting, audits, PEIMS, facilities, food service and transportation.**
(a) Describe the process by which the governance structure of the open-enrollment charter will adopt an annual budget:

The initial annual budget will jointly be created by the EL's CEO and the financial planning department. The budget will include all school administrative and faculty salaries, text books, educational supplies, special activities and building maintenance. Key components of the budget will be reviewed by the school's principal. As the budget is completed, all senior management will review for completeness and reasonableness.

In subsequent years, the School's Site Based Decision Making Committee will be able to provide input on key areas of SWHS' budget. This will include categories as computer expenditures, extra-curricular activities, educational materials and other appropriate accounts. These recommendations will be reviewed and incorporated into the budget to the extent possible. The final budget will be presented to the Governing Board for their approval, with any revisions deemed necessary, incorporated in the final budget.

- (b) Submit a proposed budget as an attachment to this application using the budget template provided.**

See Budget Template (Attachments F)

247

CONTINGENCIES

Budget Detail Backup (Attachments Fa.1)

Explain how the school will conduct its business office, with what personnel.

The business office will have an accounting clerk, an assistant bookkeeper, and a chief financial officer. Daily operations will be managed by these individuals. Operational oversight will be conducted by a CPA. All financial statements will be maintained in an audit ready mode.

(c) Describe the manner in which an annual audit of the financial and programmatic operations of the open-enrollment charter will be conducted.

Educational Leadership (EL) will be a tax-exempt non-fit 501(c)(3) entity with programs funded through federal, state, corporate, private and fundraising sources. All federal, state and some corporate require an independent annual audit conducted by a Certified Public Accounting firm. Educational Leadership will use a firm selected through a competitive bid process, and approved by the Executive Committee. The firm selected will have expertise in audit and tax matters, experience with non-profit accounting and review of management's internal controls.

The audit will be based on the applicable OMB Circulars such as, but not limited to: A-87 "Cost Principles for State and Local Governments", A-122, "Cost Principles for Non-profit Organizations", or A-21, "Cost Principles of Educational Institutions" and A-133, "Audits of Institutions of Higher Education and other Non-Profit Institutions." The audit will follow all federal guidelines, as well as, Generally Accepted Accounting Practices (GAAP), including a single audit review and detailed testing of programmatic operations for all programs with revenues in excess of \$100,000.

Once the audit is completed, the Executive Committee will review for approval. Copies of the annual audit will be sent to all funding sources requiring this report.

A self-monitoring process will be conducted by the SWHS principal and staff to ensure that all necessary areas meet compliance with TEA Guidelines. This will include areas such as staffing, curriculum, transportation, facility requirements, student outcomes, procurement and overall cost effectiveness of school operations. The monitoring results will be reported by the school principal to the Executive Committee.

(d) Describe the manner in which the charter will participate in the Public Education Information Management System (PEIMS) information, as required by state statute or by State Board of Education rule.

Educational Leadership will purchase all computer equipment and software necessary to be in place to comply with all state guidelines pronounced in

CONTINGENCIES

the Texas Education Agency PEIMS data standard for the coming year. Training will be provided to the appropriate personnel to ensure that proper reporting of PEIMS data is accurate and timely.

(c) Describe the facilities to be used:

SWHS is conveniently located in a spacious two-story 15,000 sq.ft. brick facility that has ample parking. The school building space has: 21 classrooms, four administrative offices, a media center, a cafeteria, and a fenced-in enclosure used for student recreational activities.

The facility is readily accessible via two major thoroughfares and Metro.

If the facility to be used for an open-enrollment charter school is a facility of a school district, describe the terms established by the board of trustees or other governing body of the district stipulating the relationship between the proposed charter school and the district pertaining to the use of the facility. Attach a copy of the agreement, or pending agreement, signed by the president of the board of trustees or other governing body of the school district, the chair or president of the governing body of the proposed open-enrollment charter school, and the chief operating officer of the proposed charter.

Not Applicable

If the facility is not operated by a school district, attach a copy of the agreement, or pending agreement, signed by the entity owning and operating the facility and the chief operating officer of the proposed charter.

See Attachment G

The SBOE will not consider an application that does not have an agreement of some sort for a building.

(f) Describe provisions for transportation, if any, for students served by the open-enrollment charter school:

The school will make bus passes available from the Metro Transit Authority available to those students who require bus transportation to school.

School field trips will be transported through the use of rental buses, as needed.

(g) Describe provisions for food service, if any, for students served by the open-enrollment charter school.

The school will provide food services to students through a contracted vendor and through availability of selected healthy items offered through multiple vending machines. Our services will operate in accordance with health and safety federal laws and rules governing public schools.

249

CONTINGENCIES

- (10) Provide a draft of a board policy providing for the admission of students eligible for public education grant under Texas Education Code, Subchapter G, Chapter 29.

SWHS BOARD ADMISSIONS POLICY

All students will be admitted on a first-come, first-serve basis. Admission will be without regard to sex, national origin, ethnicity, religion, disability, academic or athletic ability or the district the child would otherwise attend in accordance with state statute.

Students will not be required to pay a tuition.

Describe how the school will implement the policy.

Open-enrollment will be conducted two months prior to school starting Fall school semester of each year. Students will be admitted, upon the completion of the admissions process, on a first-come, first serve basis.

As each grade level enrollment becomes capped, new admissions will be added to a waiting list. During the school year, as student attrition occurs, students from the waiting list will be selected via a lottery process.

Public Education Grant (PEG) Policy

It is the policy of Educational Leadership's Southwest High School that all Students eligible for PEG under Texas Education Code, Subchapter G, Chapter 29, who are otherwise eligible for enrollment, are to be accepted. Eligibility for Public Education Grants (PEG) shall not be a factor in the admission or denial of admission of any student. The policy is administered by the Chief Operating Officer (COO) of the Southwest High School under the supervision of the Executive Director of Educational Leadership.

A copy of this policy is to be posted in the admissions lobby of the Southwest High School building. Any parent who has questions relative to PEG grants is asked to contact the either the COO of the Southwest High School or the Executive Director of Educational Leadership.

- (11) *(This question is only required of applicants applying for an open-enrollment charter school under TEC 12.1011(a)(2), otherwise known as the "75% rule." Applicants for a charter under this provision must also provide signed copies of the additional assurance shown on page 30.)* Describe how the proposed charter school will address the specific needs of students at risk of dropping out of school as defined in TEC §29.081(d).

Students having emotional or behavior problems meet, on a weekly bases, with the school counselor in re-mediation counseling sessions. School

CONTINGENCIES

faculty, as appropriate, will be assigned the responsibility of being as a mentor/tutor for 1-3 students that are having attendance or academic problems.

SWHS will consider conducting a "Saturday School" for students have classwork problems.

Once approved, a revision of this open-enrollment charter may be made only with the approval of the State Board of Education. Charters are awarded for a period of five years, subject to annual reviews. Shortened terms may be considered by the board if requested. A Statement of Impact must also be sent to all affected school districts when requesting an amendment to an awarded charter.

*** TX REPORT ***

CONTINGENCIES

TRANSMISSION OK

TX/RX NO 1659
CONNECTION TEL 9713975666
SUBADDRESS
CONNECTION ID
ST. TIME 08/31 15:40
USAGE T 02'27
PGS. 4
RESULT OK

Southwest H.S.

Texas Education Agency

Charter Schools Division

Fax

To: *Charter Applicant* From: Dr. Deborah Havens

Fax: _____ Fax: (512) 463-9732

Phone: _____ Phone: (512) 463-9575

Date: 8/31/98

Re: Charter School Applications

Urgent Information Requested For Review Please Comment

• Comments:

*Please respond to this request ASAP.
Note deadline: Thursday Noon
September 3, 1998*

RECEIVED

OCT 05 1998

CHARTER SCHOOLS

CONTRACT FOR CHARTER

This contract is executed the 30 day of SEPT. 1998 between the Texas State Board of Education (the "Board") and EDUCATIONAL LEADERSHIP OBA SOUTHWEST, INC. ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. Definitions. As used in this contract:
 - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
 - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
 - "Agency" means the Texas Education Agency.
2. The Charter. This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-98-016; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter, .
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school.
5. Term of Charter. The charter shall be in effect from October 1, 1998 through July 31, 2003, unless renewed or terminated.

6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 400 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:

- (a) **Child Find.** Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.
- (b) **Free Appropriate Public Education.** Charterholder must provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charterholder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charterholder must, at its own expense, place the child at an appropriate school.
- (c) **Services to Expelled Students.** Charterholder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
- (d) **Monitoring.** The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charterholder by these agencies for all discrepancies found.
- (e) **Due Process Hearings.** The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charterholder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

- 12. **Student Performance and Accountability.** Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances,

commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.

13. **Criminal History.** Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the agency shall be notified immediately of such information and the measures taken.
14. **Reporting Child Abuse or Neglect.** Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
15. **Notice to District.** Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. **School Year.** Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

17. **Fiscal Year.** Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. **Financial Accounting.** Unless otherwise notified by the agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the agency in the management and operation of the charter school.
19. **Federal Requirements.** Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
20. **Workers' Compensation.** Charterholder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
21. **Annual Audit.** Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of

Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the agency not later than the 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.

22. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the agency at six-week intervals or as directed by the agency.
23. Foundation School Program. . Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
24. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
25. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
26. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
27. Interested Transactions. All financial transactions between the charter school and (a) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

28. **Non-Charter Activities.** Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

Governance and Operations

29. **Non-Profit Status.** Charterholder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charterholder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
30. **Records Retention and Management.** Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
31. **PEIMS Reporting.** Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
32. **Conflict of Interest.** Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
33. **Disclosure of Campaign Contributions.** Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
34. **Indemnification.** Charterholder shall hold the Board and agency harmless from and shall indemnify the Board and agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising

out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.

35. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
36. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes.

Enforcement

37. Agency Investigations. The commissioner may in his sound discretion direct the agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in Sections 39.074 and 39.075, Subchapter D, Chapter 39, TEC or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.
38. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC or Chapter 29, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
39. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

- 40. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.

- 41. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

- 42. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

- 43. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

- 44. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

- 45. Governing Law. In any suit arising under this contract, Texas law shall apply.

- 46. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 30 day of September, 1998.

Texas State Board of Education

Jack Christie
By Dr. Jack Christie
Chairman

Charterholder

EDUCATIONAL LEADERSHIP OBA
By Spa. C. H. SOUTHWEST H.
SPYROS CATECHIS