

TEXAS EDUCATION AGENCY

Application for an Open-Enrollment Charter School – Fifth Generation

Coversheet

Type: Open Enrollment	<u>    </u>
(check one) "75% Rule"	<u>  X  </u>

Date of Submission: April 14, 2000

Name of Proposed School: Northwest Preparatory Academy  
 Maximum Grade Levels to be served: Pre- Kindergarten through 8  
 Estimated 1<sup>st</sup> Year Enrollment: 300 Max Enrollment 500  
 Name of Sponsoring Entity: Miracle Educational Systems

Check one:   x   501(c)(3) nonprofit organization  
 SBOE District:             
 Governmental Entity       
 College or University      Starting Date: 8/1/2000

Chairperson of Board of Sponsoring Entity: Dr. Ervin D. Seamster Jr.  
 Chief Executive Officer of Sponsoring Entity: Erik L. Singleton  
 Chief Executive Officer of School: Erik L. Singleton

Applicant Mailing Address: 11500 Northwest Freeway, Suite 490  
Houston, Texas 77092  
 School Site: Single school site located at 5400 W. 34th Street, Houston, Texas 77092  
 Contact Phone # 713-688-3600 Fax # 713-688-0884

Email Address: [REDACTED]

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

Signature of Chief Executive Officer Of Sponsoring Entity/date  
Erik L. Singleton 4/12/2000  
 Signature of Chairperson of the Governing Board of the Sponsoring Entity/date  
Ervin D. Seamster Jr. 4/12/2000  
 Signature of Application Preparer Carol Home 4/12/00  
 Was this person paid? Yes   x   No

**Proposed School Data**

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

75%	Students "at risk of dropping out of school"
5%	Students requiring Special Education services
20%	Students of Limited English Proficiency
50%	Students Economically Disadvantaged Families
70%	Minority Students

Will the school require all teachers to be certified? No

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

Will the school allow an individual to serve as a paid employee of the school as well as member of the governing board? No

Will the school allow members of the same family to serve on the governing board? No

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

No Been convicted of a felony?

No Been convicted of a misdemeanor?

No Been involved in bankruptcy?

Has the sponsoring entity been involved in

No Litigation?

No Sanctions from any state regulatory agency?

If YES to any of the above the applicant must give full disclosure and list all instances completely as required in other portions of the application. (Applicant has made a full disclosure in the Application and listed all instances completely.)

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

The applicant for the proposed open-enrollment charter, if approved by the state Board of Education, agrees to operate the educational program described below in accordance with the provisions described within this document and the attached assurances.

00002

**I. Evidence of eligibility of sponsoring entity****A. Statement describing sponsoring entity**

The sponsoring entity Miracle Education Systems, located at 11500 Northwest Freeway, Suite 490, Houston, Texas 77092, is an organization exempt from taxation under the Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3). As a 501(c)(3) nonprofit organization, named Northwest Preparatory Academy. The sponsoring entity is eligible to apply for the charter under Chapter 12 of SB1. Within this application, the sponsoring entity will be referred to as Miracle Education Systems in order to distinguish the sponsoring entity from the proposed new charter school that will be named Northwest Preparatory Academy.

Miracle Educational Systems, a 501c3 non-profit organization which was founded in early 1999 for the specific purpose of forming and operating a charter school. Board and staff members have invested almost a year in research, planning, and development of the model presented within this application. Miracle Educational Systems was organized by a group of individuals dedicated to ensuring the success of all students. Miracle Educational Systems has experienced phenomenal success and community support in the preparation and submission of the application for the "at-risk" educational program that is proposed within this narrative.

The vision of the school encourages knowledge and literacy for life time learning through learning activities that are developmentally appropriate, individually paced, and personalized to each student's academic performance and interest. The proposed new school operated by Miracle Education Systems will respect the cultural and learning differences of its students. Northwest Preparatory Academy will extend value beyond the classroom by making sure skills and concepts taught in the classroom are authentically useful in the world beyond school. As students develop problem-solving skills, they will be encouraged to live, study and strive to be effective and productive citizens in their communities.

Several important stakeholders work with Miracle Education Systems to achieve this mission. These stakeholders include students, parents, teachers, and the surrounding community as evidenced in the letters of support and attendance.

**B. 501c3 determination letter from IRS or evidence of application (The TEA will not fund approved schools until the IRS determination letter is received by the Division of Charter Schools.)**

For a copy of the 501 (c) (3) IRS determination letter Miracle Education Systems, see Attachment #1.

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C. *Articles of incorporation of sponsoring entity*

For copy of Articles of Incorporation of Miracle Education Systems, see Attachment #2.

D. *Bylaws of sponsoring entity*

For copy of the Bylaws of Miracle Education Systems, see Attachment #3

E. *Biographical Affidavits for each member of the governing Board of the sponsoring entity (Attachment #4).*

For biographic affidavits for each member of the governing Board of Miracle Education Systems, see Attachment #4.

F. *History of sponsoring entity*

1. *Financial history of the entity*

Due to the short existence of Miracle Educational Systems, it has no established financial history. Action is being taken by the Board of Trustees to ensure the organization's financial solvency prior to the opening of the proposed charter school.

2. *Credit report*

As a new organization, a credit rating is not available at this time. However, the Bank of America has issued a letter indicating good financial standing. This letter is attached in Attachment #5.

3. *Most recent IRS filing*

The first IRS filing will be submitted in April, 2001 covering the school year 2000-2001.

4. *Disclosure of any liens*

Miracle Education Systems has no existing liens.

5. *Litigation History*

Miracle Educational Systems has had no liens filed against it neither has it been party to any adverse licensing or disciplinary action taken by a federal, state, or local governmental agency. Miracle Educational Systems has not been party to any litigation including civil suits or bankruptcy proceedings.

## **II. Community Support**

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

As a fundamental strategy for ensuring diversity of perspective, the sponsoring entity Miracle Education Systems, included community groups in the charter school planning process. By consulting diverse groups, Miracle Education Systems has ensured that issues in planning the Northwest Preparatory Academy were considered from multiple perspectives and that questioning, challenging, constructive arguing, monitoring and authentically useful feedback were an integral part of the planning process. Some of the specific activities used to involve community in planning the charter include:

- Conducting 1 public meeting involving a total of 48 individuals from the community
- Sending flyers and advertising in the local newspaper to notify community members of planning efforts and to request their participation

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

For a copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan, see Attachment #6 titled Charter School Public Meeting.

C. *Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations (include letters from each entity represented).*

Miracle Education Systems has the following partnerships with existing community organizations, educational programs, and non-profit organizations:

- **Texas Southern University College of Continuing Education.** Northwest Preparatory Academy will become a learning laboratory for the psychology majors from the college providing mentors, positive role models, and additional testing and implementation strategies for the school.
- **Career Recovery Resources.** This non-profit organization will provide literacy and job preparation skills to parents and community members through partnership with the school.

For letters from each entity represented, see Attachment # 7 titled Partnership Letters.

- D. *List five persons who are not directly involved with the school as employees or as Board members, who will serve as references for the sponsoring entity. Provide phone numbers, addresses, and nature of experience with the sponsoring entity.*

The following persons are references for the sponsoring entity:

Larry Mosley, CPA  
6001 Savoy, Suite 206  
Houston, Texas 77036  
(713)278-2252

Emmitt Hill  
President, Board of Education Aldine ISD  
1924 DeWalt  
Houston, Texas 77088  
(281) 447-1323

Edith Cannon  
Financial Planning Associates  
13314 Natasha Lane  
Houston, Texas 77015  
(713)453-6107

Michael L. Jones  
Public School Educator  
P.O. Box 300615  
Houston, Texas 77230-0615  
(713)673-4408

Stephaine Crosby, RN  
Trinity Health Care  
6523 River Bluff  
Houston, Texas 77085  
(713)665-6666

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

For evidence of newspaper publication, see Attachment # 8 titled Newspaper Publication. For evidence of mailing to the city council and commissioner's court with jurisdiction over the geographic area, see Attachment #9 titled Notification to City Council and Commissioner's Court.

### **III. Governance of the Sponsoring Entity**

- A. *Profile of the Founding Board and/or Initial Incorporators of the sponsoring entity*

The Founding Board of Miracle Educational Systems is comprised of five individuals with a genuine interest in a quality education for all. Five members make up the Board of Trustees. The professions and experience of these individuals span a wide range to include higher education, law, medicine, and finance and administration. Each educational entity being developed and operated by Miracle Educational Systems reflects the board's desire to positively impact the lives of all individuals quality educational services.

Each member of Miracle Educational Systems' board, based on their experience, will monitor a division of Northwest Preparatory Academy. From finance to curriculum, the board will cooperatively work with the school's administration, faculty, parents, and community to ensure the efficient operation of the school.

**Dr. E. D. Seamster Jr.**, the board's president, will work along with both the administration of the school and sponsoring entity to track and maintain compliance with the charter and ensure efficient day to day operations. He has chosen to support the application because of his educational background and concern for children residing in underserved communities.

**Dr. Irvine Epps**, vice-president of the board, is responsible for curriculum and staff development. She will also serve as the board's liaison to the faculty and staff of Northwest Preparatory Academy. Dr. Epps has chosen to support the application for charter because of her experience with students in higher education. "My commitment to Miracle Education Systems and Northwest Preparatory Academy stems from witnessing daily, the ill preparedness of students on our university's campus. I felt that at this level, we could be more effective in laying an educational foundation for students to achieve success in middle and high school as well as the post-secondary level," states Dr. Epps.

**Kenneth White**, board treasurer, is responsible for the fiscal operations of the school. As treasurer, he will work with the school's administration to ensure sound fiscal operations as well as compliance with the charter and school finance laws of the Texas Education Code. Instrumental in developing the proposed budget of the charter, Mr. White's experience in finance and administration in the corporate venue will be of great benefit to Northwest Preparatory Academy. He has chosen to support this application because of experiences with [REDACTED]. Kenneth expresses, "I am convinced that charter schools, when managed efficiently, are the most effective means of educating children because of the control the administration has over its educational programs and operation."

**Dr. Anjali Jain**, a practicing physician and member of the board, will work to ensure the community's involvement in Northwest Preparatory Academy. In addition, she will be the parental liaison to the Board of Trustees. Dr. Jain's primary responsibility will be to work with the parental organization to ensure student progress and achievement as well as parental involvement. Dr. Jain's support of this application is a result of her belief in strong site-based decision-making and the fact that her [REDACTED] has been a result of smaller classes and students' receiving individualized attention.

**Cassandra Evans-Jones**, attorney at law and board member, is the board's chief legal advisor. She has had a wealth of experience practicing law in many areas including corporate, civil, banking and finance, and criminal in both Florida and Texas. Mrs. Evans-Jones' chief responsibility will be to ensure that Miracle Educational Systems and Northwest Preparatory Academy comply with the Texas Education Code and the Internal Revenue Service Codes. Her commitment to Miracle Educational Systems, Northwest Preparatory Academy, and the charter school application is based upon her efforts to contribute to the community and education.

1. *Describe the organizing group of initial incorporators who are working together to apply for a charter, including the names of the organizers, their backgrounds and experiences and 3 references for each.*

During the formation of the Miracle Education Systems organization, a group of interested individuals led by Erik Singleton focused their efforts on developing an open enrollment charter school. These individuals joined Mr. Singleton in his endeavors to create a model public school based on successful charter schools that actively involves children in their learning and volunteered the time and efforts as Board members due to their interest and enthusiasm for the school.



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

Each member of the organizing group of initial incorporators who are working together to apply for a new charter for Northwest Preparatory Academy has performed essential roles and duties in planning and organizing the new charter school. They have performed roles and duties related to visionary leadership, guidance and direction in the early stages of planning the new charter school, and advocacy for the success of the new school. Some of their more important roles and duties include:

A VISIONARY ROLE that includes a duty to:

- promote the educational welfare of all children
- ensure creation and maintenance of a shared vision that promotes enhanced student achievement
- adopt a shared vision based on community beliefs to guide local education
- ensure that the vision of Miracle Education Systems and the Northwest Preparatory Academy expresses the present and future needs of the children and communities served by these schools

A GUIDANCE AND DIRECTION role that includes a duty to:

- provide guidance and direction for accomplishing the organizational vision to all schools operated by Miracle Education Systems, including the proposed new school located in the Northwest Houston/Brookhollow area
- recognize and understand the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Boards in the governance of Miracle Education Systems and the proposed new Northwest Preparatory Academy
- adopt a planning and decision making process consistent with state statute that uses participation, information, research, and evaluation to help achieve vision of the proposed new Northwest Preparatory Academy
- ensure the planning and decision making process engaged in by Miracle Education Systems enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the mission of the proposed Northwest Preparatory Academy

An ADVOCACY ROLE that includes a duty to:

- generally promote the Northwest organizational mission within communities served by charter schools operated by Miracle Education Systems
- help build partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students
- support children by establishing partnerships between charter schools operated by Miracle Education Systems, parents, business leaders, and other community members as an integral part of each Northwest-sponsored school's educational program
- promote School Board service as a meaningful way to make long-term contributions to the local community and society

3. Describe the following:

a. The officer positions designated

The following organizational chart shows the officer positions designated by the new Northwest Preparatory Academy. Descriptions of each officer position are listed below.

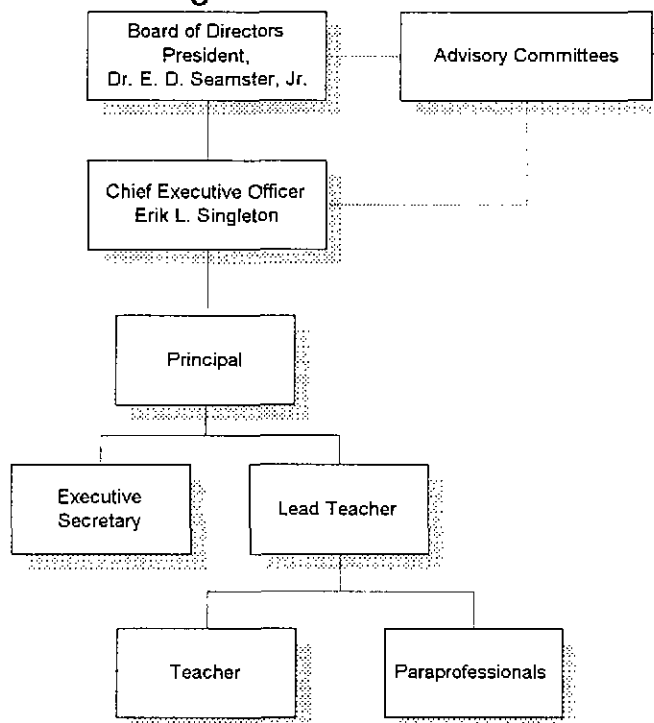
President of the Board of Directors—The responsibilities of the president of the school board are all inclusive. The president is responsible to the parents and to the state for the safety and well being of all children and employees of the school. The president leads the other board members in selecting, evaluating and rehiring or replacing the chief operation officer of the school. The President, with the assistance of the CEO and board committee members sets the monthly board meeting agenda items. The president conducts the board meetings so that all parties involved in the school are given a fair opportunity to present their concerns.

Vice President—shall have such powers and perform such duties as from time to time may be prescribed by these Bylaws, the Board of Directors, or the President. In the absence or disability of the President, the senior Vice President shall perform all the duties of the President, pending action by the Board. While so acting, the senior Vice President shall have the powers of, and be subject to all the restrictions on, the President.

Secretary—The Secretary shall see that all notices are duly given as required by law, the Articles of Incorporation, or these bylaws. Be custodian of the minutes of the Corporation's meetings, its Corporate Record Book, its other records, and any seal which it may adopt. Maintain a record of all Members of the Corporation together with their current mailing addresses. And In general, perform all duties incident tot the office of Secretary, and such other duties as from time to time may be required by Article Six of these Bylaws.

Treasurer---The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation in those banks, trust companies, or other

Northwest Preparatory Academy  
Organizational Chart



depositories as the Board of Directors select. (S)he shall receive and give receipt for monies due and payable to the Corporation, disburse or cause to be disbursed funds as may be directed by the Board of Directors, taking proper vouchers for those disbursements.

b. *The manner in which officers are selected and removed from office*

According to the Corporate Bylaws, all officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure, not to exceed three (3) years of all officers. The Board of Directors may delegate this power to appoint officers to any officer or committee, and such officer or committee shall have full authority over the officers they appoint.

Any officer may be removed, with or without cause, by vote of a majority of the Directors at any meeting of the Board, or except in case of an officer chosen by the Board of Directors, by any committee or officer upon whom that power of removal may be conferred by the Board. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer may resign at any time by giving written notice to the Board and its officers. Any resignation shall take effect upon receipt or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Members of the governing board presently serve for a period of five years and will be re-elected or replaced by a majority vote of the Board after the five years from the existing membership. After five years, parents of students enrolled in Northwest Preparatory Academy will elect the governing board with the option of retaining any or all members of the current board. Board members will then serve for a period of three (3) years. The Board will establish a nominating committee that will function as the advisory committee established for the purposes of election. Vacancies will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination list submitted by the nominating committee.

The entire Board of Directors or any individual Director may be removed from office by a vote of a majority of Members entitled to vote at an election of Directors. However, if less than the entire Board is to be removed, and the Members are given the right to cumulate votes in the Articles of Incorporation, no one of the Directors may be removed if the votes cast against his removal would be sufficient to elect him if then voted at an election of the entire Board of Directors. If any or all Directors are so removed, their replacements may be elected at the same meeting.

- d. *the manner in which vacancies on the governing Board are filled*

Vacancies on the governing board will be filled by a majority vote of the Board to either conduct a new election or appoint from the nomination list submitted by the nominating committee.

- e. *the term for which members of the governing body serve*

Members of the governing board will serve for a period of five years.

- f. *whether the terms are to be staggered*

Terms are not staggered.

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

The sponsoring entity has no plans for further recruitment of founders or organizers of the proposed new school.

*B. School Management Board*

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

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity listed in Section 1 above.

2. *Describe the following:*  
a. *The officer positions designated*

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- b. *the manner in which officers are selected and removed from office*

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The manner in which officers are selected and removed from office are the same as shown for the sponsoring entity.

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

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- d. *the manner in which vacancies on the governing Board are filled*

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- e. *the term for which members of the governing body serve*

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

- f. *whether the terms are to be staggered.*

The School Management Board of Northwest Preparatory Academy is the same as the Board of the sponsoring entity. The officer positions are the same as shown for the sponsoring entity.

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

No private entity will be involved in the operation of the proposed Northwest Preparatory Academy.

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

The proposed Northwest Preparatory Academy will adhere to the Texas Education Code (TEC) §28.002, Required Curriculum, for conducting textbook selection. The proposed school will offer textbooks related to both foundation and enrichment curricula. Foundation curriculum includes: English language arts, mathematics, science, and social studies, consisting of Texas, United States, and world history, government and geography. Enrichment curriculum includes languages other than English, health, physical education, fine arts, economics, with emphasis on the free enterprise system and its benefits, career and technology education, and technology applications.

Northwest Preparatory Academy will incorporate teaching of the Texas Essential Knowledge and Skills (TEKS) for the foundation curriculum, as required of school districts and open-enrollment charter schools. As permitted by the Texas Education Code, the proposed school will incorporate the Texas Essential Knowledge and Skills only as a guideline for teaching the enrichment curriculum.

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

- A. *What are the school's enrollment projections for the first five years? What is the school's maximum enrollment goal? What grades will be served? How many students are expected to be in each grade or grouping? What will be the maximum class size allowed: any increase in the grade levels served and maximum enrollment as specified on the cover sheet of this application, and any increase in maximum class size must be approved by the SBOE.*

Year	PK	K	1	2	3	4	5	6	7	8	Total
2000-01	15	45	45	45	45	45	30	30			300
2001-02	30	45	45	45	45	45	30	30	30		330
2002-03	30	45	45	45	45	45	30	30	30	30	375
2003-04	30	65	65	45	45	45	30	30	30	30	415
2004-05	30	65	65	65	65	45	45	45	45	30	500

It is anticipated that class sizes will maintain a ratio of 15:1 whenever possible and never exceeding the maximum class size. Since there are variables that may be experienced outside the realm of control (i.e. availability of staff, number of students per grade level, etc.), the charter school will seek to overcome barriers that would prohibit smaller classes. Should the class size exceed the optimum number of 15:1, additional paraprofessionals will be utilized to maintain the ratio whenever possible through Title I Part A or Compensatory Education funding until barriers to the smaller classrooms are overcome. The charter school will not exceed the maximum class size as described by the SBOE.

**Please note that these numbers reflect only projections based upon the data that was generated through the needs assessment. Northwest Preparatory Academy desires to structure the numbers per grade level based upon actual enrollment. The charter school will add grade levels as there are students enrolled.**

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

The proposed Northwest Preparatory Academy will be located at 5400 W. 34<sup>th</sup> Street, Houston, Texas 77092. The area is known as the Northwest Houston/Brookhollow area and generally includes the zip codes described below. The proposed new school's service area, however, includes all of Harris County and the school will accept students from schools located within the boundaries of Harris County.

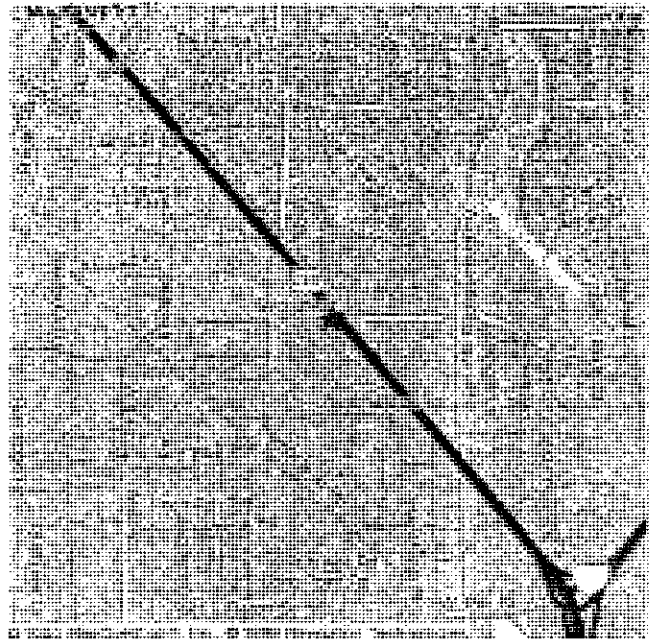
A substantial number of students enrolled in our proposed new school are expected to live in the zip codes identified below. Census data for 1990 show these seven zip codes are home to some 227,053 residents.

- 77092 - Median household income - \$26,840
- 77091 - Median household income - \$21,699
- 77088 - Median household income - \$30,249
- 77018 - Median household income - \$30,237
- 77022 - Median household income - \$16,054
- 77080 - Median household income - \$27,846
- 77055 - Median household income - \$26,448

Note: Median household incomes are based on 1989 earnings reported in the 1990 decennial census data.

The Northwest Houston area is a racially complex community. The area represented by its zip codes is heavily minority (Hispanic and African American) although one zip code (77018) reflects a large white, non-Hispanic majority. This zip code (77018) also reflects a higher median household income and higher educational attainment. Two zip codes (77091 and 77092) have majority African American populations. One zip code (77092) has a predominant Hispanic majority. These population figures are those reported by the 1990 Census Bureau's decennial census. During the past ten years the area has experienced a heavy influx of Hispanic families. This population shift is not reflected in the 1990 census data.

Educational attainment in these zip codes is generally low, with one zip code showing 54.6% of residents 25 years or older not having earned a high school diploma or GED. The range of educational attainment rates (as reflected by residents aged 25 and older who have not earned at least a high school diploma or GED) is 23.9% to 54.6%.



Median household incomes (as shown above) varied from a low of \$16,054 to a high of \$30,237. As expected, median income for persons not possessing a high school diploma or GED was substantially lower for all zip codes.

The Northwest Houston area represented by the above zip codes is educationally, economically, and culturally diverse and citizens living its neighborhoods lag behind both educationally and in income compared to the rest of Harris County and to the State of Texas.

For comparison of TAAS passing rates for all tests, see table below showing passing rates for students in Houston ISD and Aldine ISD compared to regional and State passing rates. The Houston ISD serves the majority of students expected to enroll in the Northwest Preparatory. Within the neighborhoods represented by the above zip codes, many if not most parents have little educational experience and low incomes. Without extra assistance and resources from the community, these parents may find it difficult to fully support their children in obtaining at least a high school diploma. The proposed charter school will provide the extra assistance and resources that all children living in the Northwest Houston area need.

#### Houston ISD TAAS % Passing

		State	Region	District
Grade 3				
All Tests	1999	78.9%	78.4%	62.3%
	1998	73.3%	77.4%	71.5%
Grade 4				
All Tests	1999	78.4%	79.5%	66.8%
	1998	74.1%	79.2%	74.5%
Grade 5				
All Tests	1999	82.5	82.9%	70.2%
	1998	79.4%	84.0%	80.6%
Grade 6				
All Tests	1999	79.8%	78.7	62.1%
	1998	75.5%	76.9%	64.2%
Grade 7				
All Tests	1999	77.7%	77.9%	62.0%
	1998	74.3%	75.7%	62.5%
Grade 8				
All Tests	1999	63.3%	64.3%	45.5%
	1998	57.4%	59.8%	44.3%



**Aldine ISD TAAS % Passing**

Grade	Year	State	Region	District
Grade 3	1999	78.9%	78.4%	78.6%
	1998	73.3%	77.4%	76.4%
Grade 4	1999	78.4%	79.5%	80.2%
	1998	74.1%	79.2%	78.5%
Grade 5	1999	82.5%	82.9%	77.3%
	1998	79.4%	84.0%	79.7%
Grade 6	1999	79.8%	78.7%	81.2%
	1998	75.5%	76.9%	80.0%
Grade 7	1999	77.7%	77.9%	79.1%
	1998	74.3%	75.7%	74.9%
Grade 8	1999	63.3%	64.3%	62.2%
	1998	57.4%	59.8%	55.6%

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

The Advisory committee conducted a needs assessment for the Board of Directors of Miracle Education Systems/Northwest Preparatory Academy. The needs assessment identified several important citizen and community characteristics that could be effectively addressed by the new Northwest Preparatory Academy. The new school's location was selected based in these characteristics that include:

- the area where the campus is located is rich with cultures and languages
- area elementary schools are crowded with high student/teacher ratios
- parents desire safe and nurturing schools for their children and to be to be involved in their education
- English language development is highly desirable
- the community will support a school that promotes literacy and demonstrates results

There may be other alternative physical locations suitable to the needs and focus of Northwest's proposed new school. Based on a reasonable exploration for physical locations for the proposed school to be located in the Northwest Houston/Brookhollow area, the school's location is wholly satisfactory to meet the needs and focus of the proposed charter school.

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

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

Policy governing salaries –Northwest Preparatory Academy will hire and maintain high quality staff and teacher/educators by providing salary levels comparable with other school programs with the same type of job responsibility. All new-hire positions, including contractors, will be advertised in the local newspaper and other appropriate media. Job descriptions for each position will be in writing.

Policy governing contracts - All employees of the proposed new school will maintain "at will" contracts and will be subject to evaluation based on criteria established by the Board of Directors. All educational staff will be awarded 10 month (207 days) "at will" contracts. The Board will design an appeals process to be followed in case of conflicts concerning employees based on Texas Workforce criteria and the Office of Civil Rights.

Policy governing hiring – To provide uniform employment practices throughout the organization and to conform with Equal Employment Opportunity and Affirmative Action Policies, Northwest Preparatory Academy will adopt the pre-employment process used by Miracle Education Systems and will implement this process in searching for job applicants. Application forms, job descriptions, and contracts will be jointly developed for each staff position by the CEO, the Board, and any advisory committees established by the Board prior to advertising available positions. Northwest Preparatory Academy will use both internal and external search mechanisms in the employment process.

Northwest Preparatory Academy will strongly encourage job applications from members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age or disability. It will make concerted efforts to hire qualified minorities at all levels. Members of underrepresented groups will be encouraged to apply and will receive strong consideration in the selection process if their skills and qualifications are equal to other candidates. The new school will also encourage applications from persons who have succeeded in overcoming the disadvantages like those of the population to be served.

The Northwest Preparatory Academy will hire and maintain the appropriate number of employees to insure that students attending the new school receive maximum educational and social benefits. Each teacher or educator must be skilled and experienced in working with school-age children on learning and enrichment activities. All program personnel, including teachers/educators, must pass a criminal background check prior to beginning work. The proposed new school will run a criminal check through the Region 4 ESC on each applicant that will be hired. Region 4 ESC will also conduct criminal background checks for all school volunteers.

The Board will be directly involved in the hiring of the Chief Executive Officer (CEO) and will evaluate performance based on criteria established by the Board. In addition, the Board will review hiring and discharging recommendations for faculty that may be made by the CEO.

Policy governing dismissal – To create and maintain equity in employment, application forms, job descriptions, and contracts will be jointly developed for each staff position by the CEO, the Board, and any advisory committees established by the Board prior to advertising available positions.

Employment decisions, including but not limited to employee dismissal, will be evaluated by the CEO, Principal, and peer review based on criteria to be determined by the Board before the hiring process.

Policy governing sick and other leave –Educators and other staff members will receive the same benefits (i.e. sick days, professional day, etc.) as teachers employed by the state in a public school.

Policy governing benefits - Educational staff will participate in decision-making processes with respect to insurance and other benefits. All staff members will have a choice about participating in the Teacher Retirement System or an alternative retirement system.

See Attachment #10 for salary schedules, sample contracts and copies of policies other than related to human resources.

*B. Administrators (Reviewed by Agency)*

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

For a biographic affidavit for the present administrator of the proposed new school, see Attachment #11.

*2. Powers and duties*

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

Erik Singleton will as the CEO of the proposed new school. A principal will be hired and will meet all criteria set forth in this application. The chain of command is shown in the chart below.

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

Erik Singleton has had nine (9) years experience as an educator at the elementary and secondary levels. During Mr. Singleton's tenure in education, he has been responsible for budget preparation, supervision of teachers, developing special programs, public relations, marketing, fundraising, Title I, and staff evaluations.

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

The founders of the proposed new school will choose the school's academic and financial leaders based on the following criteria:

**Education:** All academic staff (excluding paraprofessionals) will possess a minimum of a bachelor's degree (with exceptions as specified elsewhere in this document). Teachers must be qualified to execute instructional strategies, strategies for student growth and development, strategies for classroom management and organization, strategies for policy implementation, and possess good communication skills. Financial leaders will possess a bachelor's degree or higher with a major in business administration, finance or accounting.

**Experience:** All teaching staff will be experts in the field of early childhood development and will provide evidence of success with experience in the field. Financial leaders must have at least one year's experience in the field of accounting or finance.

**Evidence of certifications:** Teaching staff will be encouraged to seek Texas Teacher's Certification during employment, if they lack certification upon initial employment. Financial leaders may possess certifications such as CPA, but this will not be required for hiring.

**Desire and commitment:** We will seek teachers, administrators who can confirm qualities such as kindness, courtesy, enthusiasm, interest in teaching, as well as desire and experience in working with inner-city and low income youth.

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

**Chief Executive Officer** –The Chief Executive Officer (CEO) will serve as the administrative leader of the proposed new school and be responsible for the following duties:

- communicating and advising the Board
- directing hiring and discharging recommendations to the Board
- implementing directives from the Board
- interacting with all advisory committees established by the Board
- organizing and implementing fundraising activities
- establishing and implementing contracts

- expending and maintaining fiscal records
- evaluating program effectiveness
- dealing with discipline and mediating conflicts between parents, students, and teachers
- guiding the educational process of the staff and students along with the Principal
- participating in the evaluation of school staff at the proposed charter school

The CEO will report directly to the Board of Directors and will provide administrative review and evaluation for the Principal who will direct and evaluate the educational staff during the first year. The principal who will be hired will assume direct leadership for the school.

Principal Supervision—Supervised by the Chief Executive Officer and/or by his/her designee.

General duties domain

- Implement the vision and mission statement according to the vision and mission statements outlined within the charter
- Manage the day-to-day affairs of the proposed new school focusing on curriculum, instruction and students and other duties as may be assigned by the CEO and/or designee
- Ensure that all necessary records are obtained and maintained as required by law and for audit purposes
- Ensure that all laws relating to the proposed new charter school are followed by all staff including federal programs and special populations
- Coordinate substitutes, textbooks, and other operations required by the proposed charter school to provide quality educational services
- Work with CEO and/or designee to prepare necessary reports
- Perform other duties as assigned by the CEO and/or designee

Curriculum and Instruction domain

- Work with the CEO and/or designee, and faculty on developing and implementing curriculum and evaluation methods of students that supports the proposed school's vision and mission
- Work closely with team leaders in utilizing flexible scheduling and in creating thematic project-based learning that incorporates all disciplines
- Utilize interdisciplinary and other in Northwest learning endeavors as outlined in the white paper and charter
- Coordinate technology as a learning tool

Supervisory domain

- Supervise other faculty
- Evaluate faculty and staff on predetermined job performance criteria
- Interview and make hiring and firing recommendations to the CEO or her designee
- Ensure that all faculty are fully informed of pay procedures, Board policies and directives, and policies and directives of CEO and/or designee
- Handle student discipline

- Establish a safe, peaceful, and clean learning environment
- Work with faculty on professional development activities, development of lesson plans, scope and sequence, IAP portfolios, and rubrics for each course

#### Programs domain

- Implement, monitor and participate in the evaluation all federal and state programs provided at the proposed new school
- Implement peer mediation and peer court when directed by the CEO and/or designee
- Develop and implement free/reduced lunch program when required maintaining appropriate records required by the state and federal guidelines that may be audited
- Implement enrichment programs in conjunction with the CEO and/or designee

#### Parent/Public Involvement domain

- Assist with student recruiting and open houses
- Maintain a cooperative working relationship with building tenants and owners
- Coordinate and ensure that parents stay informed regarding student progress
- Maintain open lines of communication with parents
- Encourage and facilitate parental involvement and the development of a community of learners
- Create an environment that fosters continuous improvement

The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

Executive Secretary/PEIMS Coordinator – The executive secretary answers to the CEO. This person handles the CEO's calendar, phone messages and correspondence. The executive secretary will keep the school board minutes and all other related records. This person will be a liaison between the CEO and all persons both in the school system and outside the system.

Major responsibilities include:

- Work closely with professional staff to collect and input both the student and business data for PEIMS submission.
- Work closely with the CEO in monitoring the calendar as well as the school calendar.
- Keep records for the board meetings and all reports that need to go to parents, TEA, banks, Principals and business director.

e. *How will administrative personnel be evaluated?*

Administrative personnel will be evaluated in accordance with provisions of Subchapter BB issued under the Texas Education Code, §21.354 and §39.054, and the commissioner's recommended or established standards under the Code. The new Northwest Preparatory Academy will accept the commissioner's recommendations as its method of evaluation for administrative personnel which includes the following domains:

- Instructional management
- School or organization morale
- School or organization improvement
- Personnel management
- Management of administrative, fiscal, and facilities
- Student management
- School or community relations
- Professional growth and development
- Academic excellence indicators and campus performance
- School board relations (for superintendents and CEOs only)
- A student performance domain shall be included in the appraisal of principals, superintendents, and CEOs

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

The salary range and benefits for administrative staff will be:

- CEO/Superintendent \$42,500
- Principal \$40,500

Benefits available to all administrative staff include:

- Educators and other staff members will receive the same benefits (i.e. sick days, professional day, etc.) as teachers employed by the state in a public school
- All staff members will have a choice about participating in the Teacher Retirement System or an alternative retirement system

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

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

All teaching staff will possess a minimum of a bachelor's degree and will be encouraged to seek Texas Teacher's Certification during employment. It is anticipated that all teaching staff will be experts in the field of early childhood development and will provide evidence of success with experience in the field. Exceptions may be made with CEO recommendations and Board approval when a degreed person is not available for employment and the educational process could be adversely affected. In which case, a non-degreed employee would be considered if he/she had early childhood experience

and expertise but would be required to attend approved courses leading toward a bachelor's degree at a college or university.

Teachers must be qualified to execute instructional strategies, strategies for student growth and development, strategies for classroom management and organization, strategies for policy implementation, and possess good communication skills.

Qualifications for non-teaching administrators and staff include possession of appropriate education and/or certifications and special knowledge and skills in their particular job position. Experience in the field may also be required as necessary.

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

A low student/teacher ratio of 15:1 at the preschool and kindergarten levels, 15:1 at the primary level, and 22:1 at the secondary level will be the targeted ratio. Paraprofessional support will be maintained if professional staff are not available. This student/teacher ratio will include additions of paraprofessionals to the classroom as student numbers increase or high numbers of special populations are enrolled. Need for hiring additional paraprofessional personnel will be determined by the CEO who will make recommendations for hiring additional paraprofessional personnel.

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

All new faculty and staff will be new hires and cannot be identified at this time.

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

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

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

Domains of the PDAS instrument for teacher evaluation include:

- Domain I: Active, Successful Student Participation in the Learning Process
- Domain II: Learner-Centered Instruction



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

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

Counseling Staff--Counselors must be child-centered and possess certification or license to provide counseling services. During the first year, these services will be contracted and will be provided on an "as need" basis. Funds have been budgeted for both special education and counseling services.

Lead Teacher Qualifications--A Lead Teacher will be identified from the degreed and certified staff . The Lead Teacher will provide educational support to the Principal and staff and must possess leadership skills and early childhood classroom experience. The Lead Teacher will facilitate staff evaluations, participate in the design and evaluation of programs, and function as the contact person for the Education Advisory Committee.

Teacher Qualifications - All teaching staff will possess a minimum of a bachelor's degree and will be encouraged to seek Texas Teacher's Certification during employment. It is anticipated that all teaching staff will be experts in the field of early childhood development and will provide evidence of success with experience in the field. Exceptions may be made with CEO recommendations and Board approval when a degreed person is not available for employment and the educational process could be adversely affected. In which case, the non-degreed employee would be considered who had early childhood experience and expertise but would be required to attend approved courses leading toward a bachelor's degree at a college or university. Intense professional development activities will be required during the school year as well as parent meetings at the end of each grading period. Eleven teachers will be hired by the school.

Paraprofessional Qualifications - The paraprofessional staff will possess a minimum of a high school diploma and possess experience in the field of early childhood development, education, and/or child care. The duties and responsibilities of the paraprofessional will be to provide direct and indirect services to students and teachers. They will be supervised and evaluated by the Lead Teacher. Paraprofessionals will attend all professional development activities with the teachers. Five paraprofessionals will be hired to assist the teaching staff.

For complete job descriptions of all faculty and staff of the proposed new charter school, including instructional and non-instructional duties, see Attachment #10 entitled Employee Handbook.

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

This is not applicable since this application is for a preKindergarten to Pre K-8 school.

*D. Code of Conduct*

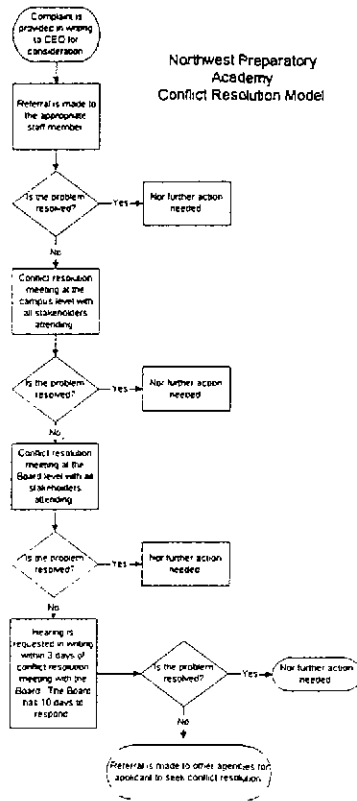
1. *Describe in detail your school rules or guidelines governing student behavior.*

The Northeast Preparatory Academy Handbook – Policies and Procedures for 2000-2001 School Year sets forth a code of conduct for students. This same code of conduct will be adopted and implemented at the proposed new school located in Northwest Houston. Rules for students identified in the Handbook include:

- With respect to food, no food is to be eaten outside on the school grounds. Candy and gum are not permitted in the school. Students are not allowed to skip lunch unless they have a note from their parents. Pupils are expected to eat the food on their tray even if it is not their favorite.
- Trash must be put in trash cans at all times; students (and others) are expected to see that halls and restrooms are kept clean
- With respect to classroom conduct, teachers are in charge of the classroom at all times; pupils are to obey the rules and requests of teachers. Substitute teachers are in charge in place of absent teachers; students are expected to obey substitute teachers in the same way as if he/she were their regular classroom teacher.
- While attending student assemblies, students must enter the area quietly and listen for instructions.
- With respect to play area conduct, students are expected to treat other children as they would want to be treated. Students will share playground equipment, not fight or throw rocks or dirt, and they will line up quietly and listen to the teacher. Toys or electronic equipment of any kind are not to be brought to the school.
- Students must adhere to the school's dress code which consists of a uniform based on a red, white and blue and khaki color scheme.
- Students are to show respect for all adults and for other children. School and classroom behavior should exemplify respect for everyone's right to learn. Physical fighting is not allowed at any time for any reason at school and will not be tolerated.
- Pupils walking in the halls between bells must have a hall pass.
- With respect to homework (given on four nights each week), students are expected to complete and return the work on the following day.
- Students are expected to work through classroom problems with their teacher. They may bring their problems to the attention of a school administrator AFTER they have shown an effort to reach a solution with the teacher.

- Profanity is not allowed. Appropriate language for the school environment is expected at all times. All children are expected to use proper manners at all times while at school (excuse me, please, thank you, listening when others are speaking, etc.)
- No weapons of any kind (real or play) can be brought to the Northwest campus. Students must alert a teacher or other adult if they know of any weapons that are on campus. Toy weapons or other weapons such as knives will be removed from students. Violation of the "no weapons" code of conduct will be cause for student suspension.
- Students may use the school's telephones only for emergency situations.

2. Describe your school's policies regarding student expulsion and suspension. Include a description of procedures that satisfy due process requirements.



Policies governing administrative actions taken to prevent a student's expulsion and suspension as identified in the Handbook. These include requiring parents to attend a conference with the principal or assistant principal for intolerable school behavior by their student. Students placed on a parent conference may not return to class until the parent conference has been completed.

Students may be "emergency removed" from school for disruptive behavior from one through three days for disruptive behavior. Students may not return to school until the emergency removal days have been served. If students who are emergency removed from school report to school, parents will be called to pick them up. Students may be suspended for persistent and serious violations of the school's code of conduct and other rules. Violation of the "no weapons" code of conduct will be cause for student suspension

The Northwest Charter School Handbook – Policies and Procedures for 2000-2001 sets forth the school's procedures for student expulsion and suspension. The

procedure is structured as follows:

Pending a hearing, the student may be placed on suspension for up to three consecutive days. Suspension periods pending hearings can be out-of-school, in-school, or placement in an AEP. Written notice of the time and location of the expulsion hearing will be provided. The student's parents, guardian, or another adult who is not an employee of the Northwest Preparatory Academy Charter School must represent the student at the hearing. If the decision to expel is made by the Board's designee, the decision may be appealed to the Board.

A student shall be expelled by written order setting the term of the expulsion. Before the expulsion, the CEO will provide the student a hearing at which the student is afforded due process, which shall include the following:

- Prior notice of the charges and the proposed sanctions so as to afford a reasonable opportunity for preparation
- Right to a full and fair hearing before the Board or its designee
- Right to an adult representative or legal counsel
- Opportunity to testify and to present evidence and witnesses in his or her defense
- Opportunity to examine the evidence presented by the school administration and to question the administration's witnesses

The notice shall be in writing and shall advise of the nature of the evidence and the names of any witnesses whose testimony may be used against the student. The student will be notified of the date of the hearing. The decision will be based exclusively on evidence presented at the hearing. The final decision will be communicated promptly to the student and parent.

Notice of expulsion will be made to the county juvenile court within two business days after the expulsion hearing is held. Northwest Preparatory Academy Charter School will inform each teacher of the expelled student of the offense that caused the expulsion. Teachers so informed are required to keep all expulsion information confidential.

The Northwest Charter School Handbook – Policies and Procedures for 2000-2001 sets forth the school's procedures for **appeals** of expulsion and suspension. The appeals procedure is structured as follows:

A decision by the CEO to expel a student may be appealed to the Board. A handicapped student shall not be excluded from his current placement pending appeal to the Board for more than ten days without ARD committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, unless the charter school and parents agree otherwise, a handicapped student shall remain in the present education setting.

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

Children are expected to attend school every day (all 180 days assigned by the Texas Education Agency), including rainy and cold days. Students must bring a note from their parents following every absence. Any student can be excused for a temporary absence due to personal illness, death in the family, or for unusual causes acceptable to the principal. This mandatory policy is provided in writing in the Northwest Charter School Handbook – Policies and Procedures for 2000-2001. This policy manual is provided to each parent or guardian of children enrolled in Northwest Preparatory Academy Charter School. The same policy will be implemented at the proposed Northwest Preparatory Academy.

Northwest's mandatory student attendance plan is consistent with and supports its code of conduct and the mission of the school in the following ways:

- It supports the school's conduct guidelines that urge students to "do your best at all times"
- It supports the school's conduct guidelines that urges students to "develop the "I Can" attitude
- It supports the school's mission to educate children in basic skills and core content (children must be present to be educated)
- It supports the school's mission that children will adhere to behavioral guidelines
- It supports the school's mission to provide opportunities for children to express their special talents and to maintain and enrich their own unique cultural heritage (children must "show up" to accomplish these goals)

Note: Student attendance accountability is fully described in section VI. C. below describing Student Attendance Accounting.

## **VI. Business Plan (Reviewed by Agency)**

### **A. Financial Management**

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

Startup Operating Budget  
September, 1999-August, 2000

	Expense Descriptions	Amount	Revenue
6100	CEO and Clerical Support	55,000	Miracle Corp. donations and Startup Funds (289)
6200	Contract Services	10,000	Miracle Corp. donations and Startup Funds (289)
6300	Supplies and Materials	24,500	Miracle Corp. donations and Startup Funds (289)
6400	Travel	5,000	Miracle Corp. donations and Startup Funds (289)
<b>Total</b>		<b>94,500</b>	

2. *Present a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses (MUST BE COMPLETED ON STATE-PROVIDED TEMPLATE IN APPENDIX VI). Note: estimate of State Aid (ESA) for budget purposes should be based on Average Daily Attendance (ADA). ADA is equal to average daily enrollment multiplied by the percent of attendance.  $ESA = ADA \times \$4000$ . A realistic estimate for rate of attendance for at-risk students would be 85%. To assist applicants in preparing a budget, a chart of accounts is available on the TEA website at:*

For a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses see Attachment #13 titled Three Year Budget.

3. *Present a three (3) year cash flow projection showing monthly cash in flows from all sources by month, including loans and all monthly cash outgoes for all purposes, including loans. NOTE: Must be completed on state-provided template in Appendix VI.*

For a three (3) year cash flow projection showing monthly cash inflows from all sources by month, including loans and all month cash outgoes for all purposes, including loans, see Attachment #14 titled Three Year Cash Flow Projection.

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

Yes, Northwest Preparatory Academy will conduct fundraising efforts to generate capital and to supplement the per pupil allocations (ADA). The mission for fundraising at Northwest Preparatory Academy will promote internal and external constituencies and create a climate with external constituencies that will generate maximum financial support for the new school. The development function at Northwest Preparatory Academy will be organized as follows to better fulfill its mission:

- Special Events
- Grant Writing
- Direct Mail Solicitation
- Media Relations
- Data Services

Through a comprehensive process of identification, solicitation and stewardship, the development staff will secure financial support for the proposed school's programs and provide opportunities for involvement with the school's overall leadership, programs, fundraising activities and special events.

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

The following paragraphs describe the policies, procedures, and forms for the daily business operation. With respect to ACCOUNTING SYSTEMS and ACCOUNTING REPORTS, Northwest Preparatory Academy will use the following procedures.

Northwest Preparatory Academy will adopt and install PeachTree or QuickBooks as its standard school fiscal accounting system. The accounting system will conform to generally accepted accounting principles and will report information for the new school as well as the 501(c)(3). The information and system is subject to review and comment by the state auditor.

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 will be filed with the agency on through submission of Actuals to PEIMS.

The accounting system used by Northwest Preparatory Academy will provide 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 Northwest Preparatory Academy, campus, and program.

The Board, on behalf of northwest Preparatory Academy has elected to retain School Business Office Consultants, Bill Outlaw and Jerry Keeble, to provide accounting services.

The Board, on behalf of Northwest Preparatory Academy, 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.

Northwest Preparatory Academy may purchase an item that is available from only one source without following the competitive bidding guidelines.

The proposed school will maintain adequate documentation to support detailed financial transactions. The school will 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.

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

For a copy of the current or proposed monthly budget status report to the Board of directors that will be used, see Attachment #15 titled Monthly Budget Status Report.

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

1. Preparation of Budget.

- (a) On or before August 31 of each school year, the CEO shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the Northwest Preparatory Academy 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 CEO shall ensure that records are kept and that copies of all budgets, all forms, and all other reports are filed on behalf of the Northwest Preparatory Academy 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 Northwest Preparatory Academy 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 Northwest Preparatory Academy 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 Northwest Preparatory Academy Charter School will be PeachTree of QuickBooks. The accounting system will conform 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 Northwest Preparatory Academy 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 the Northwest Preparatory Academy Charter School, campus, and program.

#### 7. Annual Audit; Report.

- (a) The board of school trustees of each Northwest Preparatory Charter School shall have the Northwest Preparatory Academy Charter School fiscal accounts audited annually at Northwest Preparatory Academy 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 Northwest Preparatory Academy Charter School through the Public Education Information Management System (PEIMS).
- (b) Each treasurer receiving or having control of any school fund of any school Northwest Preparatory Academy 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 Northwest Preparatory Academy 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 Northwest Preparatory Academy 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.

Northwest Preparatory Academy will collect and submit data for the Public Education Information Management System (PEIMS) in compliance with the Texas State Board of Education requirements. Data collection will include the following areas:

- student demographic and academic performance
- personnel
- financial
- organizational information

Northwest Preparatory Academy will adhere to all formats and procedures outlined in the Data Standards and will contract with the CCMS for Internet based software application for submission, training, and services to obtain skills and competencies required for PEIMS data submission. Computer systems will be acquired that have the capacity to run the software and store the required information. All contractual agreements and equipment are reflected in the proposed budget. In addition, a PEIMS Coordinator and other appropriate school staff will be identified who will attend all training sessions provided by the Region IV Education Service Center.

Further, Northwest Preparatory Academy will follow the required delivery schedules and record format in accordance to the Region IV ESC's specifications. Updated versions of the PEIMS EDITOR will be acquired and maintained on the designated equipment. All records will be stored in a secured environment to insure confidentiality of records and files. The CEO of Miracle Education Systems will certify that the data submitted to the ESC is accurate and authentic.

*B. Facility Management (Reviewed by Agency)*

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

The proposed new campus is located in the Brookhollow Plaza Office Park at 5400 W. 34th Street, Houston, Texas, 77092.

The space contains 7,200 square feet. There are fifteen (15) classrooms and 3 offices. There are 4 bathrooms that will meet city codes. There is a fenced park area located adjacent to the office park.

The community in which the proposed new school will be located is an older developed community. The adjacent land uses are a combination of single and multi-family residential units. Commercial properties, retail establishments, churches and various businesses add to the economic diversity of the area.

Money has been budgeted to insure that adequate numbers of tables, chairs, teachers' and student desks, filing cabinets, shelving, storage, and other essential furniture will be available in August, 2000. Money has also been allocated for wiring and one computer lab to be furnished by the new school. The lab will be networked and will have Internet access.

In addition, liability insurance for the building has been provided for in the budget. For a copy of the first year lease agreement, see Attachment #17 titled Lease Agreement.

- 2. Explain why this site would be a suitable facility for the proposed school. Address the necessity of renovation of the facility and compliance with applicable building codes. Describe the services of the facility including heating, ventilation, and lighting, sanitary conditions and water supply.*

The owners and managers of Brookhollow Plaza will be responsible for the necessary build outs required to bring the facilities into compliance and for the additional requirements needed for building codes for public schools as stated in the lease. A large capacity driveway is available at street level that will insure safe arrivals and departures for the students.

There is adequate heating, ventilation, lighting, bathroom facilities, and water supply to serve the numbers projected to be enrolled. The facility has access to approved city water supply. The facilities will be maintained sufficiently to provide clean and sanitary conditions for the students by personnel employed by Northwest Preparatory Academy as provided for in the budget.

The floor space is asbestos free and the bathrooms will be retiled to meet asbestos codes. Funds have been allocated in the budget to provide the assessment required for the Asbestos Abatement Plan and to insure that all building codes are met.

The owners and managers of Brookhollow Plaza will be responsible for ensuring that the building meets all requirements of the Americans With Disabilities Act of 1990, Title III (ADA) for access to the building and bathrooms.

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

A large, fenced playground area with mature shade trees and open grassy areas is located within walking distance and adjacent to the facility. Negotiations are in progress with a neighborhood church adjacent to the facility to utilize their playground with developmentally appropriate and safe playground equipment.

The facility possesses adequate space for dining, and Northwest Preparatory Academy Charter School will contract with a locally approved vendor to provide nourishing and appealing breakfast, lunch, and snacks. Northwest Preparatory Academy anticipates that more than 20% of the student population will qualify for the free or reduced lunch program. Afternoon snacks for the after school program may be prepared by the staff in the kitchen located in the facility. All federal and state mandates will be followed with respect to food service.

Adequate space will be provided to meet the state mandates regarding science labs for elementary students. Northwest will participate in the "Trash Can Science Program" which utilizes refuse to conduct science experiments, thus recycling and modeling responsible behaviors.

Negotiations are in progress with a neighborhood church adjacent to the facility to utilize their sanctuary for a meeting place where Northwest students, parent organizations, and other community supporters can meet in comfort.

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

The Applicant has no plans to acquire or develop partnerships for the present or future acquisition of any facility or land.

5. *Attach a copy of a lease agreement, deed to property or purchase agreement as applicable.*

For copy of lease agreement(s), see Attachment #17 titled Lease Agreement.

- C. *Student Attendance Accounting (Reviewed by Agency)*  
*Describe your school attendance accounting procedures. Note: The TEA Student Attendance Accounting Handbook must be followed. (Copies of which can be obtained from publications department of TEA). Indicate name of computer program to be used for student accounting purposes and describe the capacity of that program to track of student related data required in PEIMS.*

Northwest Preparatory Academy will adhere to all accountability requirements as described in the TEA Student Attendance Accounting Handbook which provides the charter schools with the Foundation School Program (FSP) eligibility requirements of all students and the minimum requirements of all student attendance accounting systems.

The proposed school will submit attendance information through the Public Education Information Management System (PEIMS) data as required of all public school districts. Student attendance and contact hours will again be reported at the student detail level, for the entire school year, through PEIMS. In addition, Northwest Preparatory Academy will maintain auditable documents that substantiate the data submission.

The proposed school will comply with the following responsibilities:

- Ensure that the basis used to record and process attendance accounting data meets this standard through an approved automated system. 19 TAC §129.21(e)
- Adopt an attendance accounting system, both manual and automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. TEC §42.006(b)
- Report attendance and contact hours on the student level for the entire school year through the Public Education Information Management System (PEIMS).
- Be responsible for the safekeeping of all attendance records and reports and certify these documents upon submission to PEIMS.
- Determine how to properly store records to be readily available for audit by the School Financial Audits Division of the Texas Education Agency. TEC §42.255, 19 TAC §129.21(m)
- Contract with a reputable automated system or a Regional ESC that will provide error free submissions to PEIMS.
- Include attendance accounting in the annual audit to be reported to TEA.
- Maintain records to reflect the average daily attendance (ADA) for the allocation of FSP funds and other funds allocated by the Texas Education Agency. 19 TAC §129.21(a)
- Report all eligible students that are entitled to the benefits of the FSP. All eligible attendance will be reported according to provisions established by the Texas Education Agency and only those students who are eligible for special funding will be included in the ADA report. TEC §42.006

In addition, Northwest Preparatory Academy will submit timely six weeks reports to the Texas Education Agency to determine student eligibility.

A paper copy of all required attendance records will be retained for five years signed in ink and with any corrections initialed. The proposed Northwest Preparatory Academy will also retain the hardware and software (attendance program) necessary to access and reproduce the attendance data in an acceptable format. For system control purposes both paper and electronic data will be maintained.

The school will adhere to the following attendance requirements:

- A student must be served at least two hours of instruction per day to be included in membership. Students must be in membership before they are eligible for attendance. Students with disabilities follow the same two-hour-per-day eligibility rule. Absences for students who do not meet the two-hour-per-day minimum to be included in membership are not required to be recorded. However, the demographic and special program information must be maintained in the accounting system for all students served, in accordance with the applicable coding instructions.
- Students must meet all eligibility requirements described in the Student Attendance Accounting Handbook before they can generate funding. Students served at least two but less than four hours of instruction per day are eligible for half-day attendance (ADA eligibility code 2). Students served at least four hours of instruction per day are eligible for full-day attendance (ADA eligibility code 1).
- Students served in Elementary Education and Pre-Kindergarten classes are eligible for half day services until previously approved for full day programs.
- Students are either present or absent at the time the official attendance roll is taken. The snap shot will be taken during the second period as defined by the local Board policy. The central attendance staff will adjust an absence for a student who was with authorized school personnel (nurse, counselor, principal, etc.) and was recorded absent at the time the official attendance roll was taken. The change must be documented, and an audit trail will be established and will be maintained to support any changes to posted absences.
- For official attendance accounting and Foundation School Program (FSP) purposes, "Tardies" do not exist. However, locally-designed codes will be implemented which indicate:
  1. a student arrived late to class before official roll call and was counted present for ADA and FSP purposes, or
  2. a student arrived late to class after official roll call and was counted absent for ADA and FSP purposes.NOTE: Adequate documentation which defines all locally-designed codes will be retained with all other auditable records.
- Attendance and contact hour eligibility begins the first day of school and continues for the entire school year.
- Student Detail Reports will be generated each six-week reporting period and reviewed at the end of each six-week reporting period for reasonableness by campus personnel who are responsible for ensuring student attendance accounting codes are correct. The Superintendent and the person recording the information will certify information submitted to the TEA.

- All required documentation which is stored electronically must be reproduced in an acceptable format at the time of an audit. The documentation will be complete and will be scannable by the human eye.

Northwest Preparatory Academy recognizes that in order to receive funding for students qualifying for special programs that each student must meet the eligibility requirements as described by the program. Therefore, the eligibility requirements have been reviewed and described within this narrative. Review of the Student Attendance Accounting Handbook has revealed coding procedures that will be followed by Northwest Preparatory Academy.

The school will adhere to the following requirements for coding information for special programs:

- Students must be eligible for attendance and must meet all requirements for special programs before their attendance may be counted for funding. Complete documentation will be on file to support eligibility.
- The proposed charter school will not claim funds for special programs prior to filing all required documentation. Early identification and documentation for all students will be filed as soon as possible.
- Special Education and Bilingual/ESL staff or teachers shall provide attendance personnel with names and coding information of students who are eligible, who are being served, and whose documentation is in order. Attendance personnel will be notified of any change in a student's special program service and the effective date of such change before changes are recorded in the attendance records.
- The use of codes provided by the special program staff or teachers, attendance personnel will accurately record appropriate program codes for each student enrolled in special programs. Paper copies summarizing special program participation, by student, will be generated, reviewed, and verified by the special program staff member in charge.
- The proposed charter school will retain gradebooks for basic education and special program courses for the full five-year retention period.

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

For copy of the proposed school calendar for Northwest Preparatory Academy, see Attachment #20 titled School Calendar.

Northwest Preparatory Academy Charter School will follow the same school calendar as Houston ISD. Professional staff members will be on duty from 8:00 a.m. to 4:30 p.m. Schedules for the paraprofessionals may be staggered to accommodate the before and after school services. School will begin at 8:30 a.m. and will be completed by 3:30 p.m. and 4:30 p.m. Teachers will be provided a 30-minute lunch period that does not include supervisory duties. However, they will be required to monitor students at recess and lunch. A flexible schedule will be arranged whereas teachers will have a total of 5 hours per week to plan educational services. During the first year, additional duties including

curriculum integration activities may require that staff utilize the planning periods to coordinate with level teachers as well as multi-level grades. Paraprofessionals will be utilized in the planning process as well.

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

Northwest Preparatory Academy will adhere to the guidelines for the admission of students eligible for a public education grant (PEG) set forth in the Texas Education Code. Under the guideline set forth in the Public Education Grant program mandates, a parent of a student enrolled in any of the campuses listed may make application to attend Northwest Preparatory Academy during the school year. The charter school or public school chosen by a student's parent under this statute is entitled to accept or reject the application for the student to attend school in the charter school, but may not use criteria that discriminate on the basis of a student's race, ethnicity, academic achievement, athletic abilities, language proficiency, sex, or socioeconomic status. Alternatively, the charter school may accept interdistrict transfers under Section 25.036 of the Texas Education Code. Civil Action 5281 may also limit the ability of districts to accept students to the extent the minority or majority of a school's population, based on ADA, changes by more than one percent. Northwest Preparatory Academy reserves the right to reject students based on criteria described within this application.

Notification of eligibility will be provided by February 1, 2002 to each parent of a student in the district assigned to attend a school on the PEG list. All parental notifications will be directed through letters to each student's family. The notice will contain a clear, concise explanation of the Public Education Grant Program and how the parent may obtain further information about pursuing a transfer.

A student enrolled in a school identified under the PEG program has the right to request a transfer to another school in his/her current district or in a charter school. Students seeking enrollment in Northwest Preparatory Academy shall follow the same procedures for enrollment as other applicants and will be considered on a first-come, first-served basis. When the capacity for the facility has been met, students will be placed on a waiting list and a lottery will be conducted for future openings.

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

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

Northwest Preparatory Academy will provide transportation only to students eligible for special education services as required by their IEP's. Such transportation may be



provided by parents and/or the Harris County Schools. Funds have been allocated in the proposed new school's budget for this purpose. The Board of Directors will consider additional transportation options based upon identified needs assessed through student enrollment data during the first year.

In addition, Harris County Schools' buses and public transport will be used for field trips and other school sponsored activities. Funds for such transportation have been allocated in the budget.

2. *Describe provision for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs. (If 20% of your students qualify for free or reduced lunch you are required to provide a breakfast program for those students).*

Northwest Preparatory Academy anticipates that more than 20% of the student population will qualify for the free or reduced lunch program. Therefore, the Board of Directors will issue an RFP and contract with outside vendors to provide breakfast and lunch to qualifying students. Afternoon snacks for the after school program may be prepared by the staff in the kitchenette located in the facility. All federal and state mandates will be followed with respect to food service.

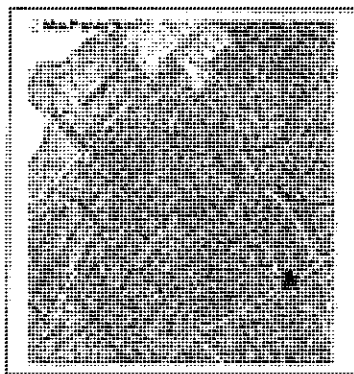
## VII. Geographic Boundaries and Statements of Impact (Reviewed by Agency)

### A. Geographic Boundaries

1. *Describe the geographic area to be served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served. NOTE: this description must be specific and definite. For example, descriptions such as "southwest portion of the city" or "the greater metropolitan area" are insufficient. Acceptable definitions include those identifying the area in terms of city or county limits, street names, and boundaries of school districts or zip codes.*

The geographic area to be served by Northwest Preparatory Academy is the county limits of Harris County.

The school will be located the north and slightly north of Highway 290 outside the 601 Loop at 5400 W. 34<sup>th</sup> Street, Houston, Harris County, Texas 77092, in an area generally known as the Northwest/Brookhollow area. The proposed new school will accept students from schools located within the boundaries of Harris County. However, the school expects most of its students to come from the following zip codes that surround and are in close proximity to the school.



Census data for 1990 show these seven zip codes are home to some 227,053 residents.

- 77092 -
- 77091 -
- 77088 -
- 77018 -
- 77022 -
- 77080 -
- 77055 -

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

Houston ISD                      Cypress Fairbanks ISD  
Aldine ISD                        Klein ISD  
Spring Branch ISD

**B. Statement of Impact**

1. *The sponsoring entity must send a copy of the form in Appendix IV, Statement of Impact, to the superintendents of all school districts that are likely to be affected by the establishment of the charter school, including those districts from which the charter school will accept transfers and from which the school will draw students. A copy of the charter school application and a letter from the sponsoring entity must accompany the forms, requesting the superintendent of the affected district to submit the signed and completed form to the Texas Education Agency.*

The Statement of Impact form was sent to all affected districts on April 12, 2000. The Statement of Impact was sent to 5 school districts in Harris County listed above. See Attachment #19 entitled Certified Mail Receipt.

2. The charter school application must include a list of the districts to which a Statement of Impact form was sent. Retain a copy of the return receipt from the post office and the date the form was sent and submit to the Division of Charter Schools upon completion.
3. The Charter School Applicant understands that the superintendent may complete the Statement of Impact form and submit it to the Texas Education Agency by the date of submission of the application to the State Board of Education. Upon receipt of each charter school application, Agency staff will determine whether all districts likely to be affected by the establishment of the proposed charter school received a Statement of Impact.

- K. *ATTACHMENTS (limit to 50 pp)*  
*All attachments should be numbered and clearly referenced to in the text. Choice of attachments are up to the Applicant, though they should be used to provide evidence, support a particular aspect of the application, or lend insight into the Applicant group.*

### LIST OF ATTACHMENTS

Attachment #1

Copy of the IRS 501(c)3 determination letter Miracle Education Systems

Attachment #2

Articles of incorporation of Miracle Education Systems

Attachment #3

Bylaws of sponsoring entity

Attachment #4

Biographical Affidavits for each member of the governing Board of the sponsoring entity (Appendix V).

Attachment #5

Letter from Bank of America

Attachment #6

Charter School Public Meeting (Copy of the notice for, the registration log, and a synopsis of a public hearing held to discuss the proposed charter school plan.)

Attachment #7

Partnership Letters (Letters from each entity represented in any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations)

Attachment #8

Newspaper Publication (Evidence of publication of statement published in a newspaper of general distribution in the geographic area proposed for the school)

Attachment #9

Statements Mailed to City Council and Commissioner's Court (Evidence that statement was mailed to the city council and commissioner's court with jurisdiction over the geographic area)

Attachment #10

Employee Handbook

Attachment #11

Biographical Affidavit for Present Administrator

Attachment #12

Parent/ Student Handbook

Attachment #13

Complete job descriptions of all charter school faculty and staff, including instructional and non-instructional duties.

Attachment #14

Three Year Budget

Attachment #15

Three Year Cash Flow Projections

Attachment #16

Monthly Budget Status Report

Attachment #17

Copy of a lease agreement between Northwest Preparatory Academy and Brookhollow Plaza, Inc.

Attachment #18

School calendar identifying the hours of school operation and a description of teacher/student contact hours.

Attachment#19

Statements of Impact Mailed to Affected School Districts (Evidence that statements were mailed to the school districts)

**VIII. Governance Structures and Processes (Scored by Review Committee)****Introduction:**

Miracle Educational Systems, a 501c3 non-profit organization was founded in early 1999 for the specific purpose of forming and operating a charter school. Board and staff members have invested almost a year in research, planning, and development of the model presented within this application. Miracle Educational Systems was organized by a group of individuals dedicated to ensuring the success of all students. Miracle Educational Systems has experienced phenomenal success and community support in the preparation and submission of the application for the "at-risk" educational program that is proposed within this narrative.

The vision of the school encourages knowledge and literacy for life time learning through learning activities that are developmentally appropriate, individually paced, and personalized to each student's academic performance and interest. The proposed new school operated by Miracle Education Systems will respect the cultural and learning differences of its students. Northwest Preparatory Academy will extend value beyond the classroom by making sure skills and concepts taught in the classroom are authentically useful in the world beyond school. As students develop problem-solving skills, they will be encouraged to live, study and strive to be effective and productive citizens in their communities.

Commitment of the stakeholders to work with Miracle Education Systems will be needed to achieve their mission and positively impact academic achievement. These stakeholders include students, parents, teachers, and the surrounding community. This committment is evidenced in the letters of support attached in Attachment #19.

Miracle Education Systems includes the following partnerships with existing community organizations, educational programs, and non-profit organizations:

- **Texas Southern University College of Continuing Education.** Northwest Preparatory Academy will become a learning laboratory for the psychology majors from the college providing mentors, positive role models, and additional testing and implementation strategies for the school.
- **Career Recovery Resources.** This non-profit organization will provide literacy and job preparation skills to parents and community members through partnership with the school.

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

The following steps will be taken to maintain continuity between the founding coalition's vision and future governing Boards:

- The board is a static board and positions are filled through well defined screening tools that allow only those who are dedicated to that mission and vision to fill the vacancies.
- Continuous board training will be conducted to insure that the Board understands its role to protect the vision and the mission as described in its charter.
- Board members who consistently fail to meet their duties or attempt to subvert the school's vision and mission will be expelled from the Board as described within the bylaws as well as the Board policies and procedures.

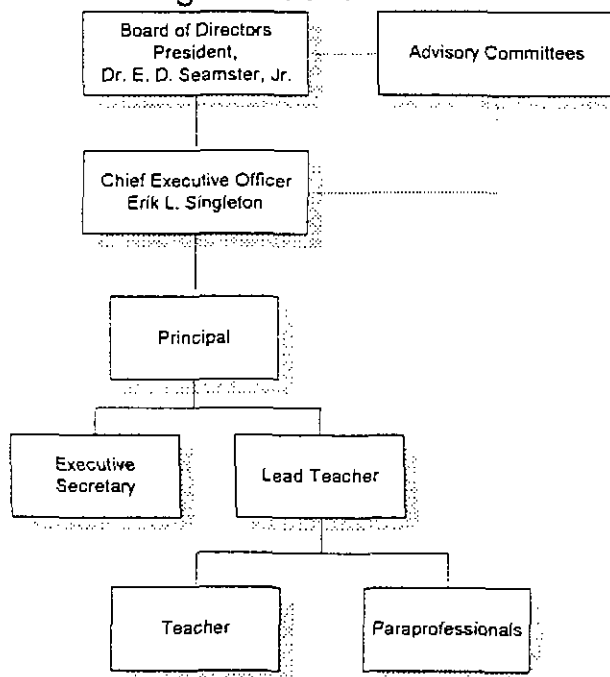
B. *Describe the roles and responsibilities of the Board(s). If the governance structure includes more than one Board, e.g., a school Board that is separate from the Board of the sponsoring entity, articulate the responsibilities assigned to each of the Boards. Bear in mind that the Board of the sponsoring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

The Board of Miracle Education Systems accepts responsibility for performing the following roles and duties with respect to Board service:

A VISIONARY ROLE that includes a duty to:

- promote the educational welfare of all children in communities served by Miracle Education Systems and schools operated or proposed to be operated by Miracle Education Systems
- perform educational policy-making duties for the schools operated by Miracle Education Systems
- ensure creation and maintenance of a shared vision that promotes enhanced student achievement
- adopt a shared vision based on community beliefs to guide local education
- ensure that the Northwest organizational vision and mission support the state's mission, objectives, and goals for education established by law
- ensure that Northwest Charter School's vision and mission for all its schools,

Northwest Preparatory Academy  
Organizational Chart



including the proposed school to be located in the Northwest Houston/Brookhollow area, express the present and future needs of the children and the community

- demonstrate commitment to the Northwest organizational vision and mission by using this vision and mission to guide all Board deliberations, decisions, and actions with respect all charter schools operated by Miracle Education Systems

A GUIDANCE AND DIRECTION role that includes a duty to:

- provide guidance and direction for accomplishing the Northwest organizational vision and mission at all charter schools operated by Miracle Education Systems
- recognize and understand the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Boards in the governance of Miracle Education Systems and schools operated, or proposed to be operated by Miracle Education Systems
- fulfill the statutory duties of the local Board and uphold all laws, rules, ethical procedures, and court orders pertaining to schools operated by Miracle Education Systems and with respect to employees of these schools
- focus actions on policy making, planning, and evaluation
- adopt a planning and decision making process consistent with state statute that uses participation, information, research, and evaluation to help achieve the Northwest organizational vision and mission for all its school locations, including the school proposed for the Northwest Houston/Brookhollow area
- ensure that the planning and decision making process implemented by Miracle Education Systems enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the organization's vision and mission at all schools operated by Miracle Education Systems now or in the future
- develop and adopt policies that provide guidance for all schools operated by Miracle Education Systems, including the proposed Northwest Preparatory Academy Charter School, to accomplish the vision, mission, and goals established by Miracle Education Systems
- adopt a budget that incorporates sound business and fiscal practices and provides resources to achieve the vision, mission, and goals established by Miracle Education Systems at all of Northwest's school locations, including the proposed Northwest Houston/Brookhollow school location
- adopt goals, approve student performance objectives, and establish policies that provide a well-balanced curriculum resulting in improved student learning
- approve goals, policies, and programs that ensure a safe and disciplined environment conducive to learning
- oversee management of all charter schools operated by Miracle Education Systems by employing the CEO and evaluating the CEO's performance in providing education leadership, managing daily operations, and performing all duties assigned by law (Note: The Board shall, however, abstain from day-to-day management of the school operations at all charter schools operated by Miracle Education Systems.)
- adopt policies and standards for hiring, assigning, appraising, and compensating personnel hired by schools operated by Miracle Education Systems in compliance with state laws and rules

- **Take ultimate responsibility for Northwest Preparatory Academy's compliance with the charter.**

An ACCOUNTABILITY ROLE that includes a duty to:

- measure and communicate how well the Northwest organizational vision and mission are being accomplished within all charter schools operated by Miracle Education Systems, including the proposed new Northwest Preparatory Academy
- ensure progress toward achievement of organizational goals at all schools operated or proposed to be operated by Miracle Education Systems through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the CEO
- monitor the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the CEO and directs the CEO to make modifications that promote maximum achievement for all students
- ensures that appropriate assessments are used to measure achievement of all students
- report school progress to parents and community in compliance with state laws and regulations
- review school policies for effective support of the Northwest organizational vision, mission, and goals at all Northwest charter school locations
- review the efficiency and effectiveness of Northwest Charter School operations and use of resources in supporting the Northwest vision, mission, and goals at all Northwest charter school locations
- evaluate the CEO's performance annually in compliance with state laws and regulations
- annually evaluates its own performance in fulfilling the Board's duties and responsibilities, and the Board's ability to work with the CEO as a team

An ADVOCACY ROLE that includes a duty to:

- generally promote the Northwest organizational vision and mission within the community
- demonstrate the Board's commitment to the shared vision, mission, and goals by clearly communicating them to the CEO, the staff, and community
- ensure an effective two-way communication system between the charter schools operated by Miracle Education Systems and with respect to students, employees, media, and the communities served by Northwest-operated charter schools
- build partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students
- support children by establishing partnerships between schools operated by Miracle Education Systems, parents, business leaders, and other community members as an integral part of each Northwest-operated school's educational program
- provide leadership in recognizing the achievements of students, staff, and others in education
- promote School Board service as a meaningful way to make long-term contributions to the local community and society



An UNITY ROLE that includes a duty to:

- work with the CEO to help the Northwest Preparatory Academy Charter School implement the organizational vision and mission at all schools operated by it
- develop skills in teamwork, problem solving, and decision making
- establish and follow local policies, procedures, and ethical standards governing the conduct and operations of the Board
- understand and adhere to laws and local policies regarding the Board's responsibility to set policy and the CEO's responsibility to manage all schools operated by Miracle Education Systems and to direct employees of these schools in school and campus matters
- recognize the leadership role of the Board President and adhere to law and local policies regarding the duties and responsibilities of the Board President and other officers
- adopt and adhere to established policies and procedures for receiving and addressing ideas and concerns from students, employees, and the community
- make decisions as a whole only at properly called meetings and recognize that individual members have no authority to take individual action in policy or Miracle Education Systems and campus administrative matters
- support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions

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

The Northwest Board has adopted policies pertaining to notifying parents of its students about their rights. The notice procedure will inform parents or eligible students that they have the right to:

- Inspect and review the student's education records
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
- Consent to disclosures of personally identifiable information contained in the student's education records (except to the extent that the Act provides for exceptions)
- How to file a complaint concerning alleged failures by the school to comply with state or federal legal requirements for notifying parents and students of their rights

In addition to notices to parents about their rights, the school will provide notices regarding all procedures for exercising such rights including but not limited to:

- the procedure for exercising the right to inspect and review education records
- the procedure for requesting amendment of records.

Parents, and others standing in the role of parent, of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the Northwest charter

school refuses the request to amend the records, the person(s) making the request has the right to a hearing. If the records are not amended as a result of the hearing, the parent or other person making the request has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the students are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the U.S. Department of Education if they believe that Northwest Preparatory Academy Charter School is not in compliance with the law regarding student records.

The school will provide notices by any means that are reasonably likely to inform the parents or eligible students of their rights. For limited English proficient families, the school will provide the notice in the home language.

Any person, including a parent, may attend the school's Board meetings. All or any part of an open meeting may be recorded by any person in attendance by means of a tape recorder, video camera, or any other means of aural or visual reproduction. The Board may adopt reasonable rules to maintain order at a meeting, including rules related to the location of recording equipment and the manner in which the recording is conducted. These rules shall not prevent or unreasonably impair a person from exercising the right to record a meeting that is open to the public. *Gov't Code 551.023*

Due process procedures involving student expulsion or suspension are more fully described above in Section V(D)(2) describing Human Resource Information/ Code of Conduct.

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

Northwest Preparatory Academy will seek to provide a "positive school" climate that enhances productivity, the attainment of goals, academic achievement, and social development for children and a calm and dignified place to work for teachers and administrators. As part of the "positive school" environment, Northwest will promote the harmonious interactions and interrelations of all people in a school. By emphasizing the union of faculty, staff, and students working toward common goals, the school will gain a more cohesive atmosphere. As part of the "positive school" environment, Northwest will seek to make the school responsive to human needs. Procedures, rules, and regulations will serve the people in the schools – not the other way round.

With respect to the relationship between teachers and administrators, the Board, in conjunction with the school's Chief Executive Officer, will:

- Emphasize positive expectations for the success of both teachers and administrators
- State clear goals for teachers and administrators individually as well as team goals for teachers and administrators and ensure that progress toward reaching specified goals and objectives is fairly evaluated

- Help establish and maintain an orderly environment in which teachers and administrators work in calm and dignity
- Focus on the feelings and self-worth of all people
- Give frequent positive reinforcement, praise and recognition to administrators and teachers in order to show support and approval including words that show demonstrate support (I appreciate what you have done; That's good!; Good job!; I made a mistake! I'm sorry; I like that!, etc.)
- Promote teambuilding (the process of building an effective organization of people working together for a common purpose). Teamwork is two or more people pursuing a common goal. To have an effective team requires the total commitment of all team members. Each team member must put team goals ahead of individual desires. Ideally, the goals of the team will closely parallel those of the team members.
- Help teachers and administrator's utilize each member's strengths and tolerate each member's weaknesses. Northwest will strive to help each member reach his/her potential by focusing on his/her strengths and reinforcing behavior through recognition and rewards. We believe that people who feel good about themselves produce good results.
- Promote the modeling of integrity, character, good habits, family life, lifestyle, community service among all faculty and staff

In the kind of school Northwest strives to create, people will display the attributes of caring, trusting and respecting one another and demonstrate a sense of pride and ownership in a positive climate. Students will be more likely to experience success, and all social groups will communicate with one another, respect one another, and work with one another for school improvement

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

Success in education is highly dependent upon a strong partnership between home and school -- a partnership that thrives on good communication. Northwest Preparatory Academy will encourage parents to develop partnerships with teachers, administrators, and the Board and to participate in decision making matters involving the proposed school. Specifically, Northwest Preparatory Academy will adopt and use strategies that encourage parents to:

- Place a high value and priority on education and commit to helping their child(ren) maximize educational opportunities offered by the proposed school.
- Familiarize themselves with the school's academic program and freely ask questions, seek further information, and/or express opinions to the principal about any issues, including but not limited to academic placement and progress, class assignment, or non-academic activities offered by the proposed school
- Attend Board meetings to learn more about school operations
- Learn about volunteer opportunities and perform volunteer service at the school, including participation in the Parent-Teacher Organization Volunteer Program and other campus programs, etc.

- Participate in campus parent organizations, including activities ranging from club memberships to campus and school committees that assist the school and its Board in formulating educational goals and objectives
- Meet with teachers or guidance counselors about their child's education at least once per school semester
- For parents speaking little or no English, to participate in Bilingual (Spanish/English) meetings with teachers and administrative staff to discuss matters that concern the parent or the student
- Participate as a volunteer for various school activities
- Become familiar with the school's annual calendar of events (this calendar will be provided to the parent or guardian of each student)
- Become familiar with the school's Code of Student Conduct - Northwest Preparatory Academy will provide parents with a copy of its Code of Student Conduct that describes consequences to students who violate school disciplinary policy. Parents/guardians will be requested to notify the school, within 10 days of receipt of the Code publication, of objections they may have to the release of "directory information" on their child(ren). A Parent Acknowledgment form will be provided for signature and parents will be asked to return the form to the school by August 30 of each school year.

To further involve parents in the school's decision making process, Northwest Preparatory Academy's Board will make a good faith effort to develop and maintain policies that ensure involvement of parents in the school's decision making process. The Board will:

- Commit to a policy that identifies parents are true partners, developing learning programs for students along with the teacher, participating in the classroom on a more regular basis, making suggestions that are heeded by the professionals, and taking responsibility for creating an environment in the home that supports education and student learning.
- Identify, within the organization's mission statement, the importance of parents in achieving the school's vision, mission and goals (i.e., The school's mission statement in part reads: the school's mission is to provide, in partnership with parents and the community, a multicultural, safe and friendly environment in which children of all ethnic groups. Further, as part of the Board's stated role and duty in "guiding and directing" the school, the Board has pledged to ensure that the school's planning and decision making will enable all segments of the community, parents, and professional staff to contribute meaningfully to achieving the mission of the proposed Northwest Preparatory Academy.
- Designate one school Board position to be filled from the parent group
- Ensure that the Chief Executive Officer, in performing his duties with respect to parent and public involvement, will coordinate with and see that parents stay informed regarding student progress, maintain open lines of communication with parents, and encourage and facilitate parental involvement and the development of a community of learners

- Based on the Board's role and duty to "unify" (i.e., the Board's "unity" role), the Board will develop skills in teamwork, problem solving, and decision making that includes parents
- The Board has established an Advisory Committee to provide input needed to guide the decisions of Northwest Preparatory Academy. This committee will reflect the needs and concerns of the community served.
- The Board will report school progress to parents and community in compliance with state laws and regulations
- The Texas Education Code provides that parents and others standing in a parental relationship to students have and can exercise certain rights relating to the student's education. The Board will ensure that Northwest Preparatory Academy adheres to and honors these parental rights.

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

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

The vision of Miracle Education Systems is to provide schools in Harris County and surrounding counties quality education services designed to serve all students in need of a safe and student-centered learning environment.

Within this vision, knowledge and literacy are encouraged through learning activities that are developmentally appropriate, individually paced, and personalized to each student's academic performance and interest. The proposed new school operated by Miracle Education Systems will respect the cultural and learning differences of its students. Northwest Preparatory Academy will extend value beyond the classroom by making sure skills and concepts taught in the classroom are authentically useful in the world beyond school. As students develop problem-solving skills, they will be encouraged to live, study and strive to be effective and productive citizens in their communities.

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

Northwest's educational philosophy or pedagogy supports its vision by offering "active learning" based on the model articulated by Grant Wiggins utilizing successful strategies (i.e. learning styles, cooperative learning, project-based learning, individualized learning, etc.) to accomplish this goal. Section XII of the Educational Plan explains in detail this relationship. This pedagogy is consistent with an active learning perspective and emphasizes standards of intellectual quality, rather than teaching techniques or processes. Northwest believes the Wiggins' model along with research based strategies will enhance student learning because it promotes adaptation of the learning process to fit the needs of learners and because it supports individualized or "personalized" instruction that is often needed by students at risk for educational failure. The model also promotes parents as true partners, participating in the classroom on a more regular basis. In addition, it promotes assessment linked to curriculum and allows

larger amounts of feedback to students and parents, encouraging them to improve their performance continuously.

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

A. Student Goals: Improvement and Attainment

1. Goals and Objectives:

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

The school's academic goals for student learning during the first 5 years are:

**Academic Goal #1: To create a school environment that leads to success in student learning as measured by TAAS testing**

**Academic Goal #1/Objective #1:** At each TAAS testing, student performance on the TAAS test will equal or surpass state standards

How will progress be measured relative to this objective? The school will measure progress on this objective by comparing Northwest Preparatory Academy students overall TAAS scores to state standards.

Timeline for reporting progress on this objective - Annual.

**Academic Goal #1/Objective #2:** Each grade level will show a 10% gain in TAAS reading scores compared to prior grade level performance

How will progress be measured relative to this objective? – Achievement of this objective will be measured by comparing each grade cohort's TAAS reading scores from one year to the next.

Timeline for reporting progress on this objective – Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #3:** Each grade level will show a 10% gain in TAAS writing scores compared to prior grade level performance

How will progress be measured relative to this objective? – Achievement of this objective will be measured by comparing each grade cohort's TAAS writing scores from one year to the next.

Timeline for reporting progress on this objective – Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #4:** Each grade level will show a 10% gain in TAAS math scores compared to the prior grade level

How will progress be measured relative to this objective? - Achievement of this objective will be measured by comparing each grade cohort's TAAS math scores from one year to the next.

Timeline for reporting progress on this objective – Reporting on this objective will be annually after TAAS scoring is completed.

**Academic Goal #1/Objective #5:** By the end of Year 5, the school's TAAS Passing Rate will be at least 80%, putting the school in at least the state's "recognized" category on the TASS Passing Rate

How will progress be measured relative to this objective? - Achievement of this objective will be measured by the school's overall achievement on TAAS testing

Timeline for reporting progress on this objective – TAAS Passing Rates for each school in the state will be announced by TEA annually after TAAS scoring is completed.

**Academic Goal #2: To produce high rates of student attendance and retention and low rates of expulsion and suspension**

**Academic Goal #2/Objective #1:** To produce at least a 94% student attendance rate each year

How will progress be measured relative to this objective? The school will maintain student attendance accounting records in accordance with state requirements.

Timeline for reporting progress on this objective – Annual

**Academic Goal #2/Objective #2:** To ensure that no student drops out of attendance during the year (students transferring to another school are not considered to have "dropped out")

How will progress be measured relative to this objective? The school will maintain confidential records of students who drop out of school.

Timeline for reporting progress on this objective – Ongoing reporting

**Academic Goal #2/Objective #3:** To ensure student expulsion rates no higher than 1% of student enrollment during each year

How will progress be measured relative to this objective? The school will maintain a full record related to each student expulsion, including services to support expelled students and a record of all notifications given, due process procedures applied, and appeals of the process.

Timeline for reporting progress on this objective - School records of expelled students will be maintained on an on-going basis. All confidentiality requirements will be adhered to in reporting progress on this objective.

**Academic Goal #3: To show improvement in TAAS reading and mathematics testing on the Texas Learning Index**

**Academic Goal #3/Objective #1 – To improve individual TLI scores to the minimum state standard or above**

How will progress be measured relative to this objective? – Student TLI scores will be individually compared over the 5 year period to determine gains made on TAAS tests in reading and math.

Timeline for reporting progress on this objective – Individual achievement will be tracked annually through the development of a matrix that will follow the student each year to his/her classroom over a 5 year period to determine gains made on TAAS tests in reading and math.

**Academic Goal #3/Objective #2 – To improve group TLI scores to the minimum state standard or above**

How will progress be measured relative to this objective? Student TLI scores will be individually compared over the 5 year period to determine gains made on TAAS tests in reading and math.

Timeline for reporting progress on this objective – Individual achievement will be tracked annually through the development of a matrix that will follow the student each year to his/her classroom over a 5 year period to determine gains made on TAAS tests in reading and math.

**Academic Goal #3/Objective #3 – To compare TLI and ITBS scores with performance to determine academic progress**

How will progress be measured relative to this objective? Progress will be measured through a matrix maintained on each individual student reporting scores and grades to determine academic growth and or needs.

Timeline for reporting progress on this objective -- Aggregate data will be reported annually in the Annual Charter School Evaluation Report.

Disaggregated data will be utilized to by teachers to report growth and improvement to parents. Progress will be charted annually in order to develop future educational plans.

b. *Describe any non-academic goals for student performance*

**Non-Academic Goal #1: To ensure that students and their parents and guardians participate in school activities that expand educational opportunities and meet the needs of students**

**Non-Academic Goal #1/Objective #1:** Each student in the school will participate in at least one extracurricular activity ( "extracurricular activity" as defined within this application) during each semester

How will progress be measured relative to this objective? The school will maintain a record of each student's participation in extracurricular activities.



Timeline for reporting progress on this objective – Ongoing records; reports each semester

**Non-Academic Goal #1/Objective #2:** 60% of parents and guardians will participate in at least one act of volunteer service with the school during each semester

How will progress be measured relative to this objective? - The school will maintain a record of each parent or guardian's participation in a volunteer activity.

Timeline for reporting progress on this objective – Ongoing records; reports each school semester

**Non-Academic Goal #1/Objective #3:** At least three community residents who are not a parent or guardian will participate in at least one school activity on a volunteer basis during each semester

How will progress be measured relative to this objective? - The school will maintain a record of participation in a volunteer activity by persons in the community who are not a parent or guardian.

Timeline for reporting progress on this objective – Ongoing records; reports each school semester.

**Non-Academic Goal #2 – To achieve a high level of institutional accountability (in addition to academic accountability goals set forth above)**

**Non-Academic Goal #2/Performance Objective #1:** To provide 100% of required financial accountability reporting to appropriate agencies on time.

How will progress be measured relative to this objective? The school's Chief Executive Officer will identify any non-compliance or failure to meet this objective and report same to its Board of Directors.

Timeline for reporting progress on this objective - Reporting to the Board of Directors will occur within two days of any failure to meet this objective.

**Non-Academic Goal #2/Performance Objective #2:**

The school will utilize and support a "zero balanced budget."

How will progress be measured relative to this objective? The Annual audit will reveal balancing techniques that award funding to successful academic programs with a balanced budget.

Timeline for reporting progress on this objective- Annual Charter School Evaluation Report

**Non-Academic Goal #2/Performance Objective #3:**

The school will implement a campus improvement team.

How will progress be measured relative to this objective? Progress will be measured through a completed campus improvement plan and the implementation of that plan.

Timeline for reporting progress on this objective- Annual Charter School Evaluation Report

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

For clarity and improved readability, measurable performance objectives for each goal listed above are shown directly beneath the goal statement.

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

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

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

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

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

1. *What are the goals of the school as an entity? (growth, facilities development, etc.)*

Northwest Preparatory Academy will adopt the following institutional goals for the school as an entity:

**Institutional Goal #1 – To ensure that major constituents other than students (school personnel, parents and guardians, and community partners) are satisfied with the school's overall service delivery to its students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)**

**Institutional Goal #1/Objective #1**: By end of Year 1 and continuing each year thereafter, 85% of school personnel (teachers and faculty) will rate the school's overall service delivery to students (service delivery includes things such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)

How will progress be measured relative to this objective? The school will conduct a survey of teachers and administrators each semester to determine the extent to which these personnel are satisfied with the school's overall service delivery to students

Timeline for reporting progress on this objective – Survey will be conducted and results reported each semester.

**Institutional Goal #1/objective #2:** By end of Year 1 and continuing each year thereafter, 90% of parents and guardians will rate the school's overall service delivery as beneficial to students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)

How will progress be measured relative to this objective? The school will conduct a survey of parents and guardians each semester to determine the extent to which parents and guardians are satisfied with the school's overall service delivery to students

Timeline for reporting progress on this objective – Survey will be conducted and results reported each semester.

**Institutional Goal #1/Objective #3:** By end of Year 1 and continuing each year thereafter, 90% of community partners will rate the school's overall service delivery as beneficial to students (based on measures such as grades, attendance, participation in enriched learning activities, and decreased disciplinary actions, etc.)

How will progress be measured relative to this objective?

The school will conduct a survey of its community partners to determine the extent to which these partners are satisfied with the school's overall service delivery to students

Timeline for reporting progress on this objective – Survey will be conducted and results reported annually.

**Institutional Goal #2 - To support students by establishing partnerships with other local education agencies (LEAs), businesses or business leaders, governmental agencies or leaders, and other community members capable of influencing or expanding educational opportunities and meeting needs of students**

**Institutional Goal #2/Performance Objective #1:** During each school year, to create at least one new partnership with a business or business leader, or governmental agency or governmental leader, that is capable of influencing or expanding educational opportunities and meeting needs of Northwest students

How will progress be measured relative to this objective? The school will maintain regular records of all partnerships, both new and continuing, with business or business leader, or governmental agencies or governmental leaders, including a description of how such relationship influences or expands educational opportunities and meets the needs of students.

Timeline for reporting progress on this objective – The Chief Executive Officer will furnish the school's Board an annual report listing all school partnerships with community leaders, business or business leaders, or governmental agencies or government leaders and the nature of the partnership relationship.

**Institutional Goal #2/Performance Objective #2:** During each school year, to create at least one new partnership; or to maintain an existing partnership, with another public or private school in the area that will expand educational opportunities and meet needs of Northwest students

How will progress be measured relative to this objective? The school will maintain regular records of all partnerships, both new and continuing, with public or private schools, including a description of how such relationship influences or expands educational opportunities and meets the needs of students.

Timeline for reporting progress on this objective – The Chief Executive Officer will furnish to the Board an annual report listing all new and continuing partnerships with LEA's and describing the nature of the partnership with such schools.

**Institutional Goal #2/Performance Objective #3:** During each school year, to create at least one new partnership with a community leader (who is not a business or business leader or governmental agency or governmental leader) that is capable of influencing or expanding educational opportunities and meeting needs of Northwest students

How will progress be measured relative to this objective? The school will maintain regular records of all partnerships with community leaders, both new and continuing, including a description of how such relationship influences or expands educational opportunities and meets the needs of students.

Timeline for reporting progress on this objective – The Chief Executive Officer will furnish the school's Board an annual report listing all school partnerships with community leaders (who are not a business or business leader or governmental agency or governmental leader) and the nature of the partnership relationship.

**Institutional Goal #3 – To ensure that the school reflects the communities it serves**

**Institutional Goal #3/Objective #1:** By the end of Year 1 and continuing thereafter, the composition of the school's student body will reflect that of the communities served by the school

How will progress be measured relative to this objective? The school will maintain regular personnel records that provide an aggregated description of the school's student body. These aggregated descriptions will be compared on an annual basis to demographic profiles of the communities served by the school.

Timeline for reporting progress on this objective – By the end of Year 1 and continuing each year thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

**Institutional Goal #3/Objective #2:** By the end of Year 1 and continuing thereafter, the composition of the school's faculty and staff will reflect that of the communities served

How will progress be measured relative to this objective? The school will maintain personnel records that provide an aggregated description of the school's faculty. These aggregated descriptions will be compared on an annual basis to demographic profiles of the communities served by the school.

Timeline for reporting progress on this objective – By the end of Year 1 and continuing each year thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

**Institutional Goal #3/Objective #3** - By the end of Year 1 and continuing thereafter, the composition of school committees (such as advisory committees) will reflect that of the communities served by the school

How will progress be measured relative to this objective? The school will compare, on an ongoing basis, the ethnic, racial and gender composition of various committees serving the school to the demographic profile of people in the communities served.

Timeline for reporting progress on this objective – By the end of Year 1 and continuing thereafter, the school's Chief Executive Officer will provide an annual report of progress on this objective to the school's Board.

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

For clarity and improved readability, the manner in which progress will be measured relative to each objective is described directly beneath the statements of goals and objectives in the preceding section.

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

1. *Demonstrate how you will publicize the school to attract a sufficient pool of eligible applicants.*

Advertisements will be placed in magazines targeting families in the proposed service areas. Announcements and bulletins will be placed in churches located in the proposed service areas. Funds have been allocated in the budget to provide multi-level and multi-media marketing designed to attract a diverse student population. A marketing plan to canvas the geographical area will be developed by the staff which includes door-to-door delivery of materials in both English and Spanish and the use of free advertising newspapers that are delivered weekly in area neighborhoods.

2. *What type of outreach will be made to potential students and their families? (recruiting specific students or groups of students is prohibited)*

Consistent with the mission statement and principles set forth in this application, Northwest Preparatory Academy will recruit and enroll a student population that is diverse by gender, race/ethnicity, and socioeconomic status in an attempt to reflect the

community it serves. The school's outreach will not discriminate on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. Rather, outreach will be conducted on a fair and equitable basis.

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

#### *Statement of Need:*

- A. *Why is there a need for this type of school? What evidence exists that there is a sufficient demand for the educational program you are proposing?*

There is a great need for the charter school described within this application which will be located in Harris County, the geographic area the proposed new school will serve. Harris County has low-performing schools (see chart below for Houston ISD 1998-99 TAAS scores), especially in communities where families live in concentrated poverty. In these communities, expectations for students are generally low; students are not encouraged to take demanding courses; many teachers are burnt out; and school facilities are run down, overcrowded, and disorderly. For many of these chronically low-performing schools, the task of change may seem overwhelming.

These overwhelming hurdles are made worse by systemic problems that have further decreased the capacity of traditional school's in the proposed service areas to improve. Low-performing traditional schools, especially in Harris County, are embedded in a school district that has experienced a bewildering array of administrative and other difficulties in recent years. In such a confused environment, public allegations have been rife that district administrators have given mixed messages on priorities, dropped support for important priorities, created excessive red tape, and used district resources inefficiently.

The main evidence that there is a sufficient demand for the educational program Northwest proposes is found in the number and percentage of low-performing, crowded schools located in the area Northwest Preparatory Academy intends to serve.

TAAS % Passing		State	Region	District
Grade 3				
All Tests	1999	78.9%	78.3%	59.0%
	1998	73.3%	72.6%	55.2%
Grade 4				
All Tests	1999	78.4%	77.8%	60.8%
	1998	74.1%	73.0%	56.7%
Grade 5				
All Tests	1999	82.5%	81.5%	63.2%
	1998	79.4%	77.7%	62.8%
Grade 6				
All Tests	1999	79.8%	81.9%	70.6%
	1998	75.5%	77.6	66.6%

*B. Explain why the charter school model is the appropriate vehicle to address this need.*

The charter school model is the appropriate vehicle to address this need because this type school can offer a "positive school climate" that will focus strongly on serving and empowering educationally-disadvantaged children and children who are in at risk situations and their families. Schools of the charter school type provide the kind of supportive environment that can transform efforts to improve education.

The "positive school climate" provides personalized, comprehensive and compassionate services based on traditional values. This climate, or atmosphere, results from the interactions and interrelations of people in the school. It consists of the elements of the school and the character of the people in the school which, when combined, create an atmosphere conducive to learning. Schools with positive climates are more cohesive places where there is a union of faculty, staff, and students working toward common goals. Such schools are responsive to human needs. Procedures, rules, and regulations serve the people in these schools – not the other way around. Given these special attributes, charter schools can:

- Help students increase productivity, the attainment of goals, academic achievement, and social development.
- Provide a stimulating, challenging, productive environment to enhance the academic, social, emotional, and physical development and all children
- Provide a pleasant place for children to live and learn and for people to work
- Help students, and others associated with the school, display the attributes of caring, trusting and respecting one another
- Help students and school personnel demonstrate a sense of pride and ownership in the school
- Increase the likelihood that students will experience educational success
- Help diverse social groups communicate with one another, respect one another, and work with one another for school improvement

Charter schools can also:

- Help raise academic expectations of both students and parents by focusing on developmentally appropriate, rigorous academic content
- Ensure that students don't get behind and stay behind academically by offering individual education plans (IEPs)
- Help remove the aspect of student "anonymity" associated with large school campuses by offering "small school" environments, leading to increased self-esteem among students

**XII. Educational Plan (Scored by Review Committee)****A. Describe the educational program of the school to be offered.**

The quality of the nation's educational system has recently come under intense public scrutiny. Whereas much of the attention has been directed at secondary education, the field of early childhood and primary education must also examine its practices in light of current knowledge of child development and learning. Despite the trend among some educators to formalize instruction for young children, there is a growing body of research that affirms that children learn most effectively through a concrete, play-oriented approach. Northwest Prep's educational plan reflects those successful practices of charter schools that are presently operating in Texas. In addition, the successful research-based and proven practices have been described that include learning styles, core knowledge, cooperative learning, project based learning, etc. As a new school, Northwest Prep anticipates that successful strategies will be fully integrated into the learning environment.

The trend toward early formalized academics is diametrically opposed to what is known about how children learn. Based on this information, Northwest Preparatory Academy will tailor its educational program to meet the needs of the children rather than expect children to adjust to the demands of the program. It has utilized the Nova Charter School Model to provide quality education services to diverse populations.

Northwest's education program will provide an intense academic focus on the 4R's: Reading, Writing, Arithmetic and Responsibility. It offers a "forward with the basics" attitude in an ethnic and culturally integrated learning community. In delivering the program, Northwest Preparatory Academy Charter School will provide its students with:

- A safe and friendly learning environment
- A mastery of the core knowledge and basic skills
- An appreciation for diversity
- Positive reasons for staying in school
- Behavioral guidelines that foster self-discipline, responsibility and respect for others
- A school where parents, staff and community members serve together on the school board and site-based committees

Multiple strategies will be utilized to promote academic success:

- Individualized Instruction
- Cooperative Learning
- Learning Styles
- Team Teaching
- Project Centered Learning
- Peer Tutoring
- Conflict Resolution
- Mentoring
- Parental Involvement



**1. The program must include the required minimum curriculum as provided by Section 28.002, Texas Education Code.**

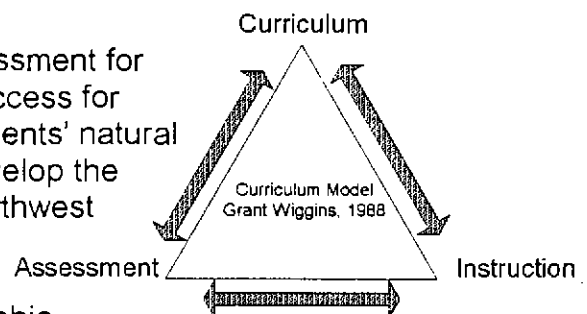
Curriculum and Instruction

Goals, objectives, and content in all subject areas and grade levels under the TEKS curriculum have been established by TEA and codified in the Texas Administrative Code, Title 19 (19 TAC), Chapters 110-128. These goals, objectives, and definitions of content areas are intended to promote skill development and raise standards of student achievement. Northwest Preparatory Academy will embrace all the state's goals and objectives related to curriculum and its program will mirror and support the state's aims through:

- selecting textbooks and other instructional materials that are aligned to the TEKS curriculum
- maintaining updated information provided by TEA related to the TEKS curriculum requirements
- requiring curriculum for each content area and grade level, pre-kindergarten through Grade 8, that is consistent with the state's TEKS curriculum
- ensuring rigor in the school's curriculum
- articulating to parents, students and others in the community what students should know and be able to do at each grade level
- ensuring that the knowledge and skills meet the learning needs of all students
- providing professional development to teachers and others related to the state's TEKS curriculum (from resources provided by the regional ESC, the Texas Center for Reading and Language Arts, and other appropriate sources)
- ensuring student assessment measures that are aligned with the TEKS

The core curriculum will be integrated and will require mastery and skill development in the areas of reading, writing, oral language, and arithmetic. We will use strategies predicated on a research-based eclectic approach in that the age and individual learning preferences will determine the way skills are taught. All students will learn together. Special needs students and students speaking other languages will learn along with peers and will not be segregated to learn a second curriculum. Additional services will be contracted to provide a comprehensive program for identified special learners (i.e. special education, ESL, etc.) Oral and written language activities will be embedded in the curriculum along with discovery projects, technology, art, music, movement, drama, dance, and games.

High academic standards and continuous assessment for mastery of objectives constitute the cornerstone of success for students attending the proposed new school. The students' natural curiosity and desire for learning will be fostered to develop the innate skills, abilities, and talents of each student. Northwest Preparatory Academy will adopt the model developed by Grant Wiggins, a specialist in the field of curriculum development and implementation. A graphic representation of the model is presented to the right.



Northwest Preparatory Academy will serve the community by preparing students to function in a productive manner for the betterment of society. A four part foundation is vital to the success of the students: Basic Skills, Thinking Skills, Personal Qualities, and Technology.

- Basic Skills requires that the student be literate in the areas of reading, writing, arithmetic, listening, and speaking.
- Thinking Skills requires that the student think creatively, make decisions, solve problems, visualize, reason and know how to learn.
- Personal Qualities are those which display responsibility, self-esteem, sociability, self-management, integrity and honesty.
- Technology will equip the student with keyBoarding skills, software application knowledge and use, program development, and creativity.

The proposed charter school will provide "before" and "after" school services to facilitate working households and single parent homes as the need demands. The programs will enrich the educational offerings of the day school and extend the learning time for the students in an atmosphere that is both relaxed and supportive. Students will experience situations that are both structured and student driven. The school will be open from 7:00 a.m. to 6:00 p.m. The school will offer the following educational settings:

- multi-age grouping (grades 1&2, grades 3&4)
- non-graded curriculum (must be parent and Board approved)
- placement in appropriate learning groups based on assessment
- individualized instruction
- developmentally appropriate practices
- parent and community education
- technology
- intensive language development

Northwest Preparatory Academy will join the Region IV ESC consortium for Titles II, IV, and VI upon Board approval for the first year. The Board and the new charter school administrators will investigate further opportunities to network with both the ESC and other charter schools for technology development.

As part of its enrichment curriculum, Northwest Preparatory Academy will offer general music, piano lessons, a Maximum Achievement Learning Laboratory, and physical education.

School Population - Northwest Preparatory Academy will serve Pre-K through sixth grade during the first year adding a grade level each year to grade eight. The school estimates that approximately 200-250 students will enroll the first year growing to a building capacity of 500 by the year 2005. Students with special needs or those identified as in at risk situation, including Limited English Proficiency, will receive equal consideration for enrollment. The proposed new charter school will not discriminate because of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

All students will learn together. Special needs students and limited English proficiency students will learn along with peers and will not be segregated to learn a second curriculum. It is anticipated that approximately 5% of the students will have limited English proficiency and approximately 50% will be identified as low socioeconomic families. The school will apply for Title I Part A funding to support the before and after school programs.

The applicant pledges that its program will meet or exceed the required minimum curriculum as provided by Section 28.002, Texas Education Code.

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

The above description (see earlier discussion of curriculum and instruction) addresses how Texas Essential Knowledge and Skills (TEKS) will be incorporated into the curriculum. It also addresses goals, objectives, and content in all subject areas and grade levels.

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

Northwest Preparatory Academy will begin planning graduation requirements when the 7<sup>th</sup> grade is introduced in 2003. {see Texas Education Code (TEC), Chapter 39, Subchapter B}.

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

Northwest embraces, and contemporary research confirms, the view that young children learn most efficiently when they are engaged in interaction rather than in merely receptive or passive activities. Young children should be interacting with adults, materials and their surroundings in ways that help them make sense of their own experience and environment. They should be investigating and observing aspects of their environment worth learning about, and recording their findings and observations through talk, paintings and drawings. Interaction that arises in the course of such activities provides a context for much social and cognitive learning.

Northwest embraces four categories of learning for its students. We believe these categories are especially relevant to the education of young children:

Knowledge: In early childhood, knowledge consists of facts, concepts, ideas, vocabulary, and stories. A child acquires knowledge from someone's answers to his questions, explanations, descriptions and accounts of events as well as through observation.

Skills: Skills are small units of action that occur in a relatively short period of time and are easily observed or inferred. Physical, social, verbal, counting and drawing skills are among a few of the almost endless number of skills learned in the early years. Skills can be learned from direct instruction and improved with practice and drill.

Dispositions: Dispositions can be thought of as habits of mind or tendencies to respond to certain situations in certain ways. Curiosity, friendliness or unfriendliness, bossiness, and creativity are dispositions or sets of dispositions rather than skills or pieces of knowledge. For example, there is a significant difference between having writing skills and having the disposition to be a writer. Dispositions are not learned through instruction or drill. The dispositions that children need to acquire or to strengthen--curiosity, creativity, cooperation, friendliness--are learned primarily from being around people who exhibit them. Teachers can reinforce certain dispositions by setting learning goals rather than performance goals. A teacher who says, "Let's see how much we can find out about something," rather than, "I want to see how well you can do," encourages children to focus on what they are learning rather than on their performance.

Feelings: These are subjective emotional states, many of which are innate. Among those that are learned are feelings of competence, belonging, and security. Feelings about school, teachers, learning and other children are also learned in the early years.

Listed below are samples of the appropriate and successful practices, including teaching methods, that will be implemented at the school (National Association for the Education of Young Children, 1987).

Integrated Components	Appropriate Practices ( 4 & 5 Year Old)	Appropriate Practices ( Primary and Elem. Grades)
<b>Curriculum Goals</b>	Experiences are provided that meet children's needs and stimulate learning in all developmental areas—physical, social, emotional, and intellectual.	Curriculum is designed to develop children's knowledge and skills in all developmental areas—physical, social, emotional, and intellectual—and to help children learn how to learn—to establish a foundation for lifelong learning.
	Curriculum and instruction are designed to develop children's self-esteem, sense of competence and positive feelings toward learning	Curriculum and instruction are designed to develop children's self-esteem, sense of competence and positive feelings toward learning
	Curriculum and instruction are responsive to individual differences in ability, development, and learning styles allowing students to acquire skills in a way they learn best and at the pace which insures success.	Curriculum and instruction are responsive to individual differences in ability, development, and learning styles allowing students to acquire skills in a way they learn best and at the pace which insures success.
<b>Teaching</b>	Teachers prepare the environment for	Teachers plan learning activities

Integrated Components	Appropriate Practices ( 4 & 5 Year Old)	Appropriate Practices ( Primary and Elem. Grades)
<b>Strategies/ Instruction</b>	children to learn through active exploration and interaction with adults, other children, and materials.	through projects, learning centers, and playful activities and guide the children's involvement in materials that enrich the learning experience.
	Teachers plan learning activities where children are provided concrete learning activities with materials and people relevant to their own experiences.	Teachers plan learning activities that inspire active learning with an abundance of experiences, manipulatives, and language stimulation.
	Teachers plan learning activities where the children are physically and mentally active and where children choose from among activities or spontaneously initiate.	Teachers plan learning activities which creates an interactive involvement with peers, younger and older children, and adults.
<b>Assessment</b>	Student progress is primarily assessed through observation and checklists to evaluate the delivery of curriculum and strategies.	Student progress is primarily assessed through observation and recording at regular intervals. Results are used to improve and individualize instruction.
	Developmental assessment of student progress is used to plan curriculum, identify children with special needs, communicate with parents, and evaluate program effectiveness.	Student progress is reported in comparison to his/her own previous performance with parents receive general information about how the student compares to standardized national averages.

How will this pedagogy enhance student learning? The above chart reflects the developmentally appropriate instructional model of pedagogy to be adopted by the new charter school. The school's pedagogy, as reflected by the chart and reinforced by the Wiggins' model, will enhance student learning because it promotes adaptation of the learning process to fit learners needs.

- The learner is being moved to the center of the instructional process by viewing the student as worker/client/customer/partner/participant. Students are actively involved in constructing meaning. They are not asked to simply retain information for which there is no structure or reason. Learning must have utility. Often this is accomplished by linking learning to the world outside of the school, or by having learning occur outside the school. The Wiggins' model and the school's pedagogy are consistent with TEKS-based curriculum in that all emphasize learning rather than teaching.
- The emphasis is on success, and instruction is adapted for congruency with the needs, capabilities, and motivations of the learner. Proponents of the Wiggins' pedagogical model say this leads to a substantial increase, rather than a decrease, in the amount of content that can be taught.

- The model supports individualized or "personalized" instruction. The emphasis is on the student developing meaningful learning experiences in partnership with others. Teams are one means by which this is accomplished. Students set individual and group learning goals and are held accountable for them. Learning can be achieved by helping others, tutoring, providing advice, and by studying new material independently. Team learning is personal and interactive, developed in relation to goals, has utility, and leads to demonstrable outcomes (Newmann, 1991).
- Parents are true partners, developing learning programs for students along with the teacher, participating in the classroom on a more regular basis, making suggestions that are heeded by the professionals, and taking responsibility for creating an environment in the home that supports education and student learning.
- Assessment provides larger amounts of feedback to students, allowing them to improve their performance continuously, rather than simply to judge performance at some arbitrary ending point. Learning is being analyzed in a more integrated fashion through increasingly larger constellations of skills and abilities. This parallels changes in curriculum and instructional techniques. The emphasis is on the performance of the learner as an individual (or team member) in relation to predetermined standards and not necessarily in relation to the performance of national norming groups. If students can master and apply certain identified skills, it is not necessary for some to fail in order to create a "normal distribution." **In fact, it is cause for celebration if all students can meet challenging standards.** (Wiggins 1991).

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

Professional Development - Educator staff members will be required to attend weekly professional development activities during the first year. Staff will evaluate sessions for effectiveness and transportability. Development activities will be designed to meet the needs of the staff as curriculum is developed and as additional skills are needed to serve the students enrolled at the new school. Program evaluation results will provide the basis for designing professional development activities for succeeding years. The budget provides for contractual resources and supplies for staff development. The new Northwest Preparatory Academy will encourage staff members to make recommendations for future development activities. Consultants will provide initial activities in the following areas:

- developmentally appropriate practices
- learning styles/instructional strategies
- technology and the integration into curriculum and instruction
- conflict resolution/parent conferences
- curriculum development
- authentic assessment/portfolio development

Professional development on TEKS-based foundation and enrichment curricula will be provided to teachers by Region IV Education Service Center. The ESC provides workshops, consultation, and materials, and can answer questions.

The professional development opportunities identified in this paragraph support the school's mission in several ways.

- Training in learning styles and instructional strategies supports Northwest's mission to equally respect all children in its schools and to offer extended opportunities for children to express their special talents
- Training in curriculum development and on how technology can be integrated into curriculum and instruction supports the mission of educating children in the basic skills and core content
- Training in conflict resolution and parent conferences supports the school's mission and expectation that all children will follow school behavioral guidelines
- Training in developmentally appropriate practices (by focusing on what each child needs to know at his or her grade level), authentic assessment, and portfolio development supports the school's mission of extending opportunities to let children express their special talents and celebrate their own unique cultural heritage

In addition to training at the site, Northwest Academy will network with other charter schools who have additional experience to obtain professional development activities.

#### *D. Admissions Policy*

1. *Describe the admissions methods/process you will follow. NOTE: The charter school admission policy must prohibit discrimination in any manner 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 this code, although the charter may provide for the exclusion of a student who has a documented history of criminal offense, a juvenile court adjudication or discipline problems under Subchapter A, Chapter 37.*

Northwest Preparatory Academy's admission policy will prohibit discrimination in any manner on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend. The school, however, will provide for the exclusion of a student who has a documented history of criminal offense, juvenile court adjudication or discipline problems under Subchapter A, Chapter 37.

As specified in the Northwest Charter School Handbook – Policies and Procedures for 1999 – 2000, students seeking admission are required to complete the following steps in order to enroll:

Registration and Enrollment Procedures \_ (Note: Enrollment means actually receiving instruction by attendance in a public school, as opposed to being registered prior to receiving instruction.) Parents and students will be required to attend a registration or

pre-enrollment conference in which student behavior codes (including uniforms), vision statements, and curriculum and instruction will be addressed. This conference will be conducted by the CEO or Lead Teacher and is intended to be an informative session that will invite questions and address parental fears and/or concerns. After the school has reached capacity, a waiting list will be compiled and utilized until federal startup funds are granted. A lottery system will then be implemented for vacancies created by natural student attrition. Students with special needs or those identified as at risk or Limited English Proficiency will receive equal consideration for enrollment.

All students must submit a general information form, emergency form, parent approval of student participation form (field trips), free or reduced lunch application and home language survey. A student's permanent records must be in the child's legal name. In case of a name change due to adoption, the parent/guardian must bring the adoption paper to the school office before the name can be changed.

Registration and Enrollment Procedures – Kindergarten and First Grade – Pre-Kindergarten (PreK) students must be four (4) years old on or before September 1<sup>st</sup> of the school year. Kindergarten students must be five (5) years old on or before September 1<sup>st</sup> of the school year. First grade students must be six (6) years old on or before September 1<sup>st</sup> of the school year. Students attending Northwest Charter School for the first time are required to have: a birth certificate, up-to-date shot records, social security card, report card (if one is available), parent survey on home language, and proof of residence.

Immunization Requirements – These requirements are fully described in the Northwest Charter School Handbook – Policies and Procedures for 1999 – 2000 and meet the requirements of state law. A delay in school enrollment may be necessary if the student has not started or has not continued to receive vaccine doses as they become due. All immunization records must be validated by physician's signature or health clinic stamp. The month, day and year must be indicated on the record for each new immunization received.

2. Describe the timeline to be used for admitting students, including a plan for the admission lottery for students. NOTE: This is a federal requirement for any school accepting money through the Title X, Part C subgrant program.

The Northwest Preparatory Academy will open in August 2000 and will begin taking applications from May 2000 until the school has reached capacity. It will provide services on a "first come, first served" basis and may exclude students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems as outlined under TEC, Chapter 37, Subchapter A. This exclusion statement will be noted on the application. If the number of applicants exceeds the program capacity, when the capacity for the facility has been met, students will be placed on a waiting list and a lottery will be conducted for future openings.



The school will implement a policy of open-entry and open-exit, thus no specified timetable is used for registering and admitting students.

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

Northwest's admission policies further the mission of the school in several ways related to equitable access.

- The policy of offering services on a "first come, first served" basis serves the school's mission of equally respecting the rights of all people in its service area
- The policy of offering a lottery system once the school has reached its capacity, likewise, serves the mission of respecting and treating people fairly and opening the school to children from diverse family circumstances
- The policy of open-entry and open-exit serves the school's mission by making it easier for children in the service area, including those living in highly transient and migratory families, to enroll in our school, thereby respecting the rights of all groups
- The policy of excluding students who have a documented history of criminal offense, juvenile court adjudication, or discipline problems supports the school's mission of expecting all children to follow school behavioral guidelines

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

1. *Child Find NOTE: A charterholder must adopt and implement policies and practices that affirmatively seek out, identify and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment*

As the state's educational agency, TEA is responsible for ensuring that a Free Appropriate Public Education (FAPE) is provided to all students with disabilities residing in the State of Texas and that all requirements of IDEA, Part B, are met, pursuant to 34 CFR, §300.600. A FAPE means special education and related services that are provided at public expense under public supervision; meet the state standards which include the requirements of IDEA, Part B; include preschool, elementary, and secondary school education; and are provided in conformity with an individual education plan, pursuant to 20 USC, §1401(a)(18).

In general, local school districts in Texas have the direct responsibility of providing FAPE to students with disabilities whom the schools are obligated to serve under Texas Education Code, §25.001. TEA is responsible for ensuring that schools comply with all state and federal requirements concerning the provision of FAPE.

Within this general responsibility to assure FAPE, TEA specifically assures that each child with a disability, regardless of severity, residing within a school's jurisdiction will be identified, located, and evaluated in accordance with IDEA and its implementing regulations. To meet this responsibility, TEA requires schools to establish policies and

procedures to identify, locate, and evaluate students with disabilities residing within their jurisdictions. Activities done pursuant to these policies and procedures are commonly referred to as "child find" activities because schools actively search for students with disabilities residing within their jurisdictions.

In accordance with the rules and responsibilities identified in this Application, and with any and all TEA rules or regulations, Northwest Preparatory Academy will establish policies and practices that affirmatively seek out, identify and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment as required.

### **Special Education**

Prior to referral for special education services, students experiencing difficulty in the regular classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. A referral for assessment may be initiated by school personnel at Northwest Preparatory Academy, the student's parents or legal guardian, or another person involved in the education or care of the student.

For students suspected of learning disabilities; Northwest Preparatory Academy will contract with a licensed educational diagnostician to conduct ARD's; complete IEP modification plans, behavior modifications plans; and to coordinate any special requirements that need to be communicated to the staff and counselors.

All State forms and procedures will be followed with students who indicate they have been eligible for Special Education in previous school districts. An ARD determines the need for further testing by a certified professional (i.e., psychologist, speech therapist, occupational therapist) referrals are made to outside sources. IEP's and all special plans are kept in each classroom where teachers are able to check the student's program.

Northwest Preparatory Academy will admit and fully serve eligible students with disabilities and/or handicapping conditions. In addition, transportation services that are identified on the Individual Education Plan (IEP) will be provided. Certified personnel will be sought and employed to deliver a free and appropriate public education for the identified student(s) served by the school. Technical assistance from the Region IV ESC will be utilized as a resource and on all special education issues that require assistance.

Northwest Preparatory Academy will comply with all requirements provided for in the Individuals with Disabilities Education Act Amendments of 1998, and will implement the following:

- place the emphasis on what is best educationally for children with disabilities rather than on paperwork for paperwork's sake;
- give professionals, especially teachers, more influence and flexibility;

- enhance the input of parents of children with disabilities in the decision making that affects their child's education;
- make the school a safe place; and
- consolidate and target discretionary programs to strengthen the capacity of the school to effectively serve children, and when appropriate, including infants and toddlers when appropriate, with disabilities.

The charter school will adhere to all open enrollment policies as defined by the State Board of Education and will not prohibit or discriminate in admission policy based on sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend. (Section 504, Part 104; Section 12.111) Furthermore, all special education data collection for PEIMS as required by the Texas Commissioner of Education will be reported in the format and at the scheduled dates to Region IV ESC.

## 2. Confidentiality

Northwest Preparatory Academy will adhere to all state confidentiality requirements including, but not limited to, the following:

Student Records - Student records are confidential and protected from unauthorized inspection or use. A cumulative record will be maintained for each student beginning when he or she enters the school until the student withdraws. This record moves with the student from school to school.

By law, both parents, whether married, separated, or divorced, have access to the records of a student who is under 18 or a dependent for tax purposes. A parent whose rights have been legally terminated will be denied access to the records if the school is given a copy of the court order terminating these rights.

The school's CEO will be the custodian of all records for currently enrolled students and of all records for students who have withdrawn or graduated. Records may be reviewed during regular school hours upon completion of the written request form. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

Parents of a minor or of a Northwest student who is a dependent for tax purposes and school officials with legitimate educational interests are the only persons who have general access to a student's records. "School officials with legitimate educational interests" include any employees, agents, or Trustees of the charter school, of cooperatives of which the charter school is a member, or facilities with which the charter school contracts for the placement of students with disabilities, as well as their attorneys and consultants, who are: (1) working with the student; (2) considering disciplinary or academic actions, the student's case, an Individual Education Plan (IEP) for a student with disabilities under IDEA or an individually designed program for a student with

disabilities under Section 504; (3) compiling statistical data; or (4) investigating or evaluating programs.

Parents of minor students enrolled at Northwest may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the school refuses the request to amend the records, the requestor has the right to a hearing. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the students are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the U.S. Department of Education if they believe the school is not in compliance with the law regarding student records.

The school will maintain a record of disclosure of personally identifiable information and make this available for the parent's inspection. Some items of information are directory in nature and may be released to anyone, without consent, unless the parent objects to its release in writing within ten (10) school days after the issuance of this notice. The following is directory information: a student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received in school, most recent previous school attended, and other similar information. Objections to release of any or all directory information must be directed to the school's CEO.

With respect to special education students, the ability to share information between parties involved in special education services and local education agencies (LEA's) is vitally important to improve efficiency and to minimize duplication of efforts. To accomplish this sharing, the proposed school will develop and use a standard consent form.

With respect to special education students, the proposed school will notify parents when any information that specifically identifies the student is no longer needed. If the parent requests destruction of the information and the time established by law for retention has expired, the records will be destroyed. However, if the retention period established by law has not expired, the material will be deleted from the records, but the records will be maintained until the time has expired.

### 3. Procedural Safeguards

Northwest Preparatory Academy's Handbook of Policies and Procedures will fully address procedural safeguards for students, parents and all other school stakeholders. With respect to employees, the school's Board will adopt policies that ensure equity in the employment relationship.

The school will adhere to all required procedural safeguards required by the state including, but not limited to, those described below.

In accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.504 and §300.505, the school will give a written notice that includes a full explanation of all procedural safeguards to the parents a reasonable time before the school conducts an assessment for special education services. The Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities in School will be provided to each parent explaining the rights as outlined in federal and state law. Certified staff will review this document with parents and additional information will be made available upon request in the parents' native language in writing or through an interpreter. Northwest Preparatory Academy will provide information to parents for the following purposes:

- upon initial referral for evaluation
- upon each notification of an admission, review, and dismissal committee (ARD) meeting
- upon each reevaluation, and
- upon a school district's request for a "due process hearing" about their child
- when any information that specifically identifies the student is no longer needed

Northwest Preparatory Academy Charter School –2000-2001 Handbook of Policies and Procedures will set forth fully the school's policies regarding student expulsion and suspension.

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

Northwest Preparatory Academy adopts the following policy with respect to notice of admission, review and dismissals (ARD's) and to ARD committee meetings.

The admission, review, and dismissal (ARD) committee shall make its decisions regarding students referred for the first time within 30 calendar days from the date of the completion of the written assessment report (with certain exceptions identified by TEA rules). The proposed charter school will establish at least one ARD committee that shall make decisions concerning eligibility determinations, development of the IEP, consideration of assistive technology, development of the behavior management plans, and placement of a student referred for consideration for special education services in accordance with 34 Code of Federal Regulations (CFR), §§300.308, 300.342-300.349, 300.533, and 300.550-300.554, and Part 300, Appendix C, state statute; and State Board of Education (SBOE) rules.

The teacher that participates in the ARD committee meeting, in accordance with 34 CFR, §300.344(a)(2), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disabilities categories, then the teacher must be qualified to provide the educational services the child may need. The charter school proposed herein will follow all rules and regulations to ensure that the appropriate teacher participates in the ARD Committee meeting.

The written report of the ARD committee will document the findings, including the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report will also indicate each member's agreement or disagreement with the committee's decisions. The charter school will obtain written consent in accordance with the requirements of 34 CFR, §300.500 and §300.504(b), before initial placement occurs.

For a student who is new to the Northwest Preparatory Academy Charter School, the ARD committee may meet when the student registers and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. In this case, special education services will be temporary, contingent upon either receipt of valid assessment data from the previous school district or the collection of new assessment data. A second ARD committee meeting will be held within 30 school days from the first ARD committee meeting to finalize or develop a new IEP based on the assessment data.

All disciplinary actions regarding students with disabilities will be in accordance with federal requirements and modeled after the Texas Education Code (TEC), Chapter 37, Subchapter A (relating to Alternative Settings for Behavior Management). The ARD committee shall determine the instructional and related services to be provided during the time of expulsion. The student's IEP will include goals and objectives designed to assist in returning the student to school and preventing significant regression.

All members of the ARD committee will have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP will be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.

When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or persons standing the role of parent) who disagrees will be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP).

During the recess the committee members will consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons to enable the ARD committee to reach mutual agreement.

The date, time, and place for continuing the ARD committee meeting will be determined by mutual agreement prior to the recess.

If a ten-day recess is implemented (as described above) and the ARD committee still cannot reach mutual agreement, the district will implement the IEP that it has determined to be appropriate for this student.

When mutual agreement is not reached, a written statement of the basis for the disagreement will be included in the IEP. Committee members who disagree will be offered the opportunity to write their own statements.

Should the Northwest Preparatory Charter School implement an IEP with which the parents disagree, the school will provide prior written notice to the parents as required in 34 CFR, §300.504 and §300.505. Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

An interpreter will be available to staff to interpret ARD's, testing and translate forms for parents.

#### 4. Assessment of children to determine eligibility

When an ARD determines the need for further testing by a certified professional (i.e., psychologist, speech therapist, occupational therapist), the school will make referrals to a qualified outside sources.

Referral of students for possible special education services will be a part of the proposed charter school's overall, regular education referral or screening system. Prior to referral, students experiencing difficulty in the regular classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. The referral for assessment may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

Time Line for All Notices - "Reasonable time" required for the written notice to parents under 34 Code of Federal Regulations (CFR), §300.504, is defined as at least five school days, unless the parents agree otherwise.

Written Notice to Parent Before Assessment - In accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.504 and §300.505, the school will give a written notice that includes a full explanation of all procedural safeguards, to the parents and adult student a reasonable time before the district conducts an assessment.

Consent for Assessment. - The school will obtain consent in writing in accordance with the requirements of 34 Code of Federal Regulations (CFR), §300.500 and §300.504(b), before it conducts an initial assessment.

Comprehensive Individual Assessment - The comprehensive individual assessment, including a written report, will be completed in accordance with 34 Code of Federal

Regulations (CFR), §§300.6, 300.7, 300.15, 300.16, 300.18, 300.530-300.532, and 300.534; the Texas Education Code (TEC), §29.004; and §89.1040 of this title (relating to Eligibility Criteria).

#### Age Ranges for Student Eligibility.

Pursuant to state and federal law, special education assessment services are available to all eligible students on their third birthday. A student receiving special education services who is younger than 22 years of age on September 1 of a scholastic year will be eligible for services through the end of that scholastic year or until graduation, whichever comes first. Since the Northwest Preparatory Academy will serve children from pre-Kindergarten through K-6, these children will fall within the age range for eligibility for assessment services as required.

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

The individual educational plan (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability will include the following:

- information in addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346, and Part 300, Appendix C including (1) information to allow for determining the student's eligibility for participation in extracurricular activities; and (2) a statement addressing nonexemption, modification/ accommodation, or exemption from some or all of the basic skills assessment instruments, as appropriate.
- Modifications/accommodation of regular classroom procedures which are provided for students by the charter school as specified in the student's IEP will be provided during the testing process and goals and objectives will be specified if extended year services are included in the IEP.
- For students with visual impairments, the IEP will also meet the requirements of Texas Education Code (TEC), §30.002(e).

IEP's and all special plans will be kept in each classroom where teachers are able to check the student's program.

### 6. Least Restrictive Environment (LRE) Placement

The location and procedures for delivery of the instructional or related services or both specified in the IEP shall be determined based on the requirements concerning placement in the least restrictive environment and the policies and procedures of the school.



## 7. Transition Planning

Chapter 29, Subchapter A of the Texas Education Code provides that each school district will develop and annually review an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. The proposed Northwest Preparatory Academy does not expect to serve students who are at least 16 years of age since this is a preKindergarten through K-6 school. The requirement for transition planning is not applicable to our proposed school.

## 8. Certified personnel for the provision of services to children with special needs

The teacher that participates in the ARD committee meeting, in accordance with 34 CFR, §300.344(a)(2), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disabilities categories, then the teacher must be qualified to provide the educational services the child may need. The charter school proposed herein will follow all rules and regulations to ensure that the appropriate teacher participates in the ARD Committee meeting.

The school will use procedures that ensure that each teacher involved in a student's instruction has the opportunity to provide input and request assistance regarding the implementation of the student's IEP. These procedures include methods for a student's regular or special education teachers to submit requests for further consideration of the student's IEP or its implementation. In response to this request, the school's procedures will include a method to determine whether further consideration is necessary and whether this consideration will be informal or will require an ARD committee meeting. If the school determines that an ARD committee meeting is necessary, the student's current regular and special education teachers shall have an opportunity to provide input. The school will also ensure that each teacher who provides instruction to a student with disabilities receives relevant sections of the student's current IEP, such as goals and objectives, modifications/accommodations, and adaptations.

IEP's and all special plans will be kept in each classroom where teachers are able to check the student's program.

## 9. Services to Expelled Students

Although it is unlikely that students will be suspended or expelled from Northwest Preparatory Academy, a procedure will be developed to accommodate those students' educational services beyond the school who are suspended for more than 10 days per semester or expelled from the school.

Northwest Preparatory Academy will comply with TEA rules requiring that all disciplinary actions regarding students with disabilities shall be in accordance with federal requirements and modeled after the Texas Education Code (TEC), Chapter 37, Subchapter A (relating to Alternative Settings for Behavior Management). The ARD

committee will determine the instructional and related services to be provided during the time of expulsion. The student's IEP will include goals and objectives designed to assist in returning the student to school and preventing significant regression.

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

The school will conduct a needs assessment and develop a plan for the consolidated use of both state and federal funds. Such a plan shall be determined in consultation with a task force, including, but not limited to, parents of participants; teachers; principals; administrators; and community members. The plan shall include:

- how students shall be identified
- planned services and activities
- a plan for annual evaluation (performance objectives)
- record-keeping procedure

The Board will adopt a comprehensive plan that utilizes all available resources to provide programs that build skills and knowledge and promotes academic achievement.

#### Title I Part A

In compliance with Title 1 Part A regulations the school shall convene an annual public meeting for parents of children eligible for Title 1 Part A assistance. It is anticipated that the proposed school will qualify for the "School-Wide" Program due to fifty percent of the projected students being identified as qualifying for free-reduced lunch. At such meeting, parents shall be advised regarding:

- The objectives of the program
- The teaching methods and materials that shall be used
- The methods that are used to measure progress that is made
- The methods that are used to report progress to students and their parents
- The availability of staff to confer with parents; and
- The role of parents in helping their children to achieve.

Services will be provided through the basic education program and will be supplemental to the basic services provided by the Foundation School funding. Supplemental services may include additional parent training, after school enrichment activities, supplemental learning materials, technology enrichment, etc.

As a School Wide Program, the new charter school will address the eight essential components:

- A comprehensive needs assessment of the entire school that is based on information on the performance of children in relation to the state content and student performance standards
- Schoolwide reform strategies that

- Provide opportunities for all children to meet the state's proficient and advanced levels of student performance
- Are based on effective means of improving children's achievement
- Use effective instructional strategies that-increase the amount and quality of learning time, such as extended school year, before- and after-school, and summer school programs
- Help provide an enriched and accelerated curriculum
- Meet the educational needs of historically under-served populations
- Address the needs of all children in the school, but particularly the needs of children of target populations of any program that is included in the schoolwide program, and address how the school will determine if these needs are met.

These programs may include

- counseling and mentoring services and the incorporation of gender equitable methods and practices
- Are consistent with, and are designed to implement, the state and local improvement plans, if any, approved under Title III of Goals 2000
- Instruction by highly qualified professional staff
- Professional development for teachers and aides, and where appropriate, pupil services personnel, parents, principals, and other staff to enable all children in the school-wide program to meet the state's student performance standards [in accordance with P.L. 103-382, sections 1114(a)(5) and 1119]
- Strategies to increase parental involvement, such as family literacy services
- Strategies for assisting preschool children in the transition from early childhood programs, such as Head Start and Even Start, to local elementary school programs
- Steps to include teachers in the decisions regarding the use of assessments
- Activities to ensure that students who experience difficulty mastering any of the state's standards during the school year will be provided with effective, timely additional assistance.

The assistance must include:

- Measures to ensure that students' difficulties are identified on a timely basis and to provide sufficient information on which to base effective assistance
- To the extent the school determines it to be feasible using Part A funds, periodic training for teachers in how to identify difficulties and to provide assistance to individual students.

Northwest Preparatory Academy will not be eligible for funding under Title I Part D, subpart 1 nor Title I part D, subpart 2. However, the school will enter into shared service agreements (SSA) with Region IV ESC during the first year for Titles II, IV, and VI. Title VI (Classroom Reduction) will be examined at the end of the first year to determine if there is a need for this funding. At the conclusion of the first year, services provided by the ESC will be evaluated to determine impact on the program. If positive results are indicated, then Northwest Preparatory Academy will continue to contract with the ESC for their services.

### Migrant Education Program

This area of focus for the Migrant Education Program (MEP) seeks to ensure that migrant students and their families have their needs for educational and support services met, and are able to access all services for which they are eligible from entry in the MEP's early childhood program for three-year-olds through transition into postsecondary education or employment.

The emphasis placed on Early Childhood Education for younger children will be enhanced by performance opportunities for young migratory students. A home-based model that provides for the direct involvement of the parent in the learning process combined with the present school-based early childhood programs will be coordinated with Headstart. This should provide the needed assistance required for student success.

When students are identified, the proposed Northwest Preparatory Academy will utilize the Internet-based New Generation System (NGS) which is a data transfer system. NGS communicates educational and health data on migrant students to educators throughout the nation. The NGS system will enhance the process of educating migrant students as well as be an interstate information network for Migrant Education.

Parent Advisory Councils will be established to empower parents as advocates and to take advantage of all available resources for the education of their children. A local advisory committee will be established for each regular school year for the purposes of planning, implementation, and evaluation of the local MEP, with meaningful consultation and involvement of the parents to be served.

Northwest Preparatory Academy will collaborate with the Region IV ESC to actively seek to identify and recruit all eligible migrant children and youth residing within the charter school boundaries. These are children who migrate with their parents or alone across school district lines in search of temporary or seasonal work in fishing or agriculture. Identification and recruitment is essential in order to offer migrant students opportunities to learn and succeed in school.

### Section 504

Section 504 of the Rehabilitation Act of 1973 requires that: No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, which receives or benefits from Federal financial assistance.

The Office for Civil Rights of the Department of Education enforces the law prohibiting specific discriminatory activities, including the discriminatory assignment of handicapped students to segregated classes or facilities. The law applies to elementary and secondary as well as postsecondary schools. In elementary and secondary schools, handicapped students may be assigned to separate facilities or courses of

special education only when such placement is necessary to provide them equal educational opportunity and when the separate facilities and services are comparable to other facilities and services.

Northwest Prep Academy will provide services to students who qualify under this law. Policies and procedures will be established that insure the rights of the students to receive equal access to education. Forms and notification templates are available to the district through ESC Cooperatives that will facilitate the implementation of this service.

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

Bilingual/English as Second Language (ESL) Students - If a student indicates a home language other than English, Northwest Preparatory Academy will administer a mastery test to assure that the student can comprehend the material in the educational programs. An interpreter is available to school staff to interpret ARD's testing and translate forms for parents.

Northwest Preparatory Academy is unable to provide services to Bilingual/ English as Second Language (ESL) Students. The proposed school will apply for required waiver of requirement to provide Bilingual/ English as Second Language (ESL) educational services.

State Compensatory Education - State Compensatory Education as defined in Section 42.152 (c) is a program designed to improve and enhance the regular education program for students in at-risk situations.

The purpose of state compensatory education is to increase the achievement and reduce the dropout rate of identified students in at-risk situations. In determining the appropriate accelerated or compensatory program, the proposed Northwest Preparatory Academy will use student performance data resulting from the state assessment instruments and any other achievement tests administered by the school. Based on this needs assessment, campus staff will design appropriate strategies and include them in the campus improvement plan. In compliance with law, the improvement plan will include the comprehensive needs assessment, measurable performance objectives, identified strategies for student improvement, identified resources and staff, specified timelines for monitoring each strategy, and formative evaluation criteria. The school will be responsible for evaluating the effectiveness of its program.

State rules require that compensatory education allocations be used only for costs supplemental to the regular education program. The Miracle Education Systems is in possession of a copy of the Financial Accountability System Resource Guide that explains this rule and will ensure that Northwest Preparatory Academy complies with this guide, and all rules, related to the use of state compensatory education funds.

Miracle Education Systems understands that non-compliance with the state's rule may result in a financial penalty.

In accordance with the requirement of the Texas Education Code Section 11.252, Northwest Preparatory Academy will develop a school improvement plan. This plan will identify measurable school performance objectives for all student populations; strategies to improve student performance; resource allocations; staff responsible for ensuring the accomplishments of each strategy; timelines for ongoing monitoring of the implementation of each strategy and the formative evaluation criteria for determining periodically whether strategies are resulting in the intended student performance. The state compensatory education program and/or service designed by Northwest Preparatory Academy to meet the needs of students in at-risk situations will be included in the school's campus improvement plan. The improvement plan will to identify resources and staff associated with its state compensatory education program. This information may be stated at the summary level of the plan.

Dyslexia - The Northwest Board of Directors will ensure that procedures for identifying a student with dyslexia or a related disorder and for providing appropriate instructional services to the student are implemented. The Board understands these procedures will be monitored by the Texas Education Agency (TEA) with on-site visits conducted as appropriate.

The Northwest Board's procedures will be implemented according to the State Board of Education (SBOE) approved strategies for screening, and techniques for treating, dyslexia and related disorders described in "Procedures Concerning Dyslexia and Related Disorders," a set of flexible guidelines available to local schools. Screening for dyslexia students will only be done by individuals/ professionals who are trained to assess students for dyslexia and related disorders.

The proposed charter school will either purchase a reading program or develop its own reading program for students with dyslexia and related disorders, as long as the program is characterized by the descriptors found in "Procedures Concerning Dyslexia and Related Disorders." Teachers who screen and treat these students will be trained in instructional strategies that utilize individualized, intensive, multisensory, phonetic methods and a variety of writing and spelling components described in the "Procedures Concerning Dyslexia and Related Disorders" and in the professional development activities specified by the school's campus planning and decision making committee.

Before an identification or assessment procedure is used selectively with an individual student, the school will notify the student's parent or guardian or another person standing in parental relation to the student. Parents/guardians of students eligible under the Rehabilitation Act of 1973, §504, will be informed of all services and options available to the student under that federal statute.

The school will provide each identified student access at his or her campus to the services of a teacher trained in dyslexia and related disorders. The school district may,

with the approval of each student's parents or guardians, offer additional services at a centralized location. Such centralized services shall not preclude each student from receiving services at his or her campus.

Because early intervention is critical, a program for early identification, intervention, and support for students with dyslexia and related disorders will be available at the school as outlined in the "Procedures Concerning Dyslexia and Related Disorders."

Depending on the number of dyslexic children enrolled, the school may provide a parent education program for parents/guardians of students with dyslexia and related disorders. Such a program, if offered, would include awareness of characteristics of dyslexia and related disorders; information on testing and diagnosis of dyslexia; information on effective strategies for teaching dyslexic students; and awareness of information on modification, especially modifications allowed on standardized testing.

All regional education service centers have dyslexia contact persons. Northwest Preparatory Academy will draw on the resources of Region IV ESC to prepare for meeting the special needs of students having dyslexia.

Gifted and Talented - With respect to student assessment of gifted and talented children, the Board will develop written policies on student identification of gifted and talented students and such policies will be disseminated to parents. The policies will include:

- provisions for ongoing screening and selection of students who perform or show potential for performing at remarkably high levels of accomplishment in the areas defined in the Texas Education Code, §29.121;
- assessment measures collected from multiple sources according to each area defined in the Texas State Plan for the Education of Gifted/Talented Students
- data and procedures designed to ensure that students from all populations enrolled in the school have access to assessment and, if identified, services for the gifted/talented program
- provisions for final selection of students to be made by a committee of at least three educators from the school who have received training in the nature and needs of gifted students; and
- provisions regarding furloughs, reassessment, exiting of students from program services, transfer students, and appeals of the school's decisions regarding program placement.

With respect to Professional Development for teachers of gifted and talented students, the school will ensure that:

- teachers who provide instruction and services that are a part of any program for gifted students have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students

- teachers who provide instruction and services that are a part of any program for gifted students receive a minimum of six hours annually of professional development in gifted education; and
- administrators and counselors who have authority for program decisions have a minimum of six hours of professional development that includes nature and needs of gifted/talented students and program options.

With respect to delivery of student services to gifted and talented children, the school will provide an array of learning opportunities for gifted/talented students in kindergarten through Grade 6 and shall inform parents of the opportunities. Options will include:

- instructional and organizational patterns that enable identified students to work together as a group, to work with other students, and to work independently
- a continuum of learning experiences that leads to the development of advanced-level products and performances
- in-school and, when possible, out-of-school options relevant to the student's area of strength that are available during the entire school year; and
- opportunities to accelerate in areas of strength

With regard to fiscal responsibility, the school will ensure that: no more than 15% of state funds allocated for gifted/talented education are spent on indirect costs, as required by law.

With respect to program accountability for any gifted and talented programs offered by the school, the school will ensure that student assessment and services for gifted/talented students comply with accountability standards defined in the Texas State Plan for the Education of the Gifted/Talented. Northwest will assess the need for this program and make decisions based on the student population regarding implementation.

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

The criteria used to identify students at risk of dropping out of school are defined in Section 29.081 of the Texas Education Code. For students in preKindergarten through Grade 6, the Code states the following factors constitute an "at risk situation" for a student:

- A) did not perform satisfactorily on an readiness test or assessment instrument administered at the beginning of the school year;
- B) did not perform satisfactorily on assessment instrument administered under Subchapter B, Chapter 39;
- C) is a student of limited English proficiency, as defined by Section 29.052;
- (D) is sexually, physically, or psychologically abused; or
- (E) engages in conduct described by Section 51.03(a), Family Code.

Note: This Code section describes delinquent conduct.

00088



Additionally, the Code defines students in any grade as students in at-risk situations if they are not disabled and reside in a residential placement facility in a district in which the student's parent or legal guardian does not reside, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster family group home.

Although the overall dropout rate among Texas students during the K-8 years is much lower than dropout rates for students in subsequent grades, Northwest Preparatory Academy recognizes that what happens, both academically and non-academically, during the K-8 period helps determine whether students persist or drop out in the middle and high school years. Northwest's goals and objectives will help ensure student persistence, not only in the K-8 period, but as students enter the high school grades.

To address needs of students in at risk situations that may lead to educational failure, Northwest Preparatory Academy will:

- Implement strategies, including ongoing teacher and staff development and development of appropriately rigorous curriculum, that will help raise expectations for all students
- Provide students and their parents or guardians with early information about college options, required courses, and financial aid
- Provide students and their parents or guardians with information and other age-appropriate services to increase early career awareness
- Promote strategies, including how to help with homework, that increase parental involvement in preparing students to succeed in the middle and high school years
- Promote strategies that increase parental knowledge and involvement in their student's career choice and preparation
- Ensure that all students have access to rigorous academic coursework that meets state standards
- Promote equal access to education and educational excellence through concerted partnership efforts on behalf of low-income students
- Provide intensive, individualized and coordinated support to students that includes mentoring, counseling, and tutoring
- Establish strong Partnerships that involve long-term commitment and a meaningful role for each partner in improving student readiness for career training or post-secondary education
- Identify and implement effective practices that include careful evaluations to enable continuous improvement in student academic and non-academic performance.
- Ascertain and document the appropriate documentation needed to identify an abused student and report possible child abuse (sexual, physical, or psychological abuse) to the Harris County Welfare Department according to Texas law.

Note: This Application sometimes uses the term "student in at risk situations" rather than the term "at risk students." Northwest makes this distinction because it feels student are not at-risk. Only the situation the student is in places him or her at risk. Northwest's programs and services will fully address situations that place students at risk.

*1. Other Student Activities (athletics, publications, clubs, and organizations)*

Students will be encouraged to participate in extracurricular activities. An extracurricular activity is defined as an activity sponsored by the University Interscholastic League (UIL), the school's Board, or an organization sanctioned by resolution of the school's Board. The activity is not necessarily directly related to instruction of the essential knowledge and skills but may have an indirect relation to some areas of the curriculum. The school may offer extracurricular activities including, but not limited to, public performances, contests, demonstrations, displays, and club activities.

Northwest Charter School Board will adopt policies to ensure that all state-defined eligibility requirements are met in order for a student to participate in an extracurricular activity.

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

Northwest Preparatory Academy Charter School will offer a Girl Scout and Boy Scout program. In addition, the Northwest Preparatory Academy Charter School will offer a school publication called Northwest News. It will offer no athletic program until the second year of operation. The school will offer several celebrations during the school year including Fall activities (October), Winter Holidays (December), African American History (February) and Cinco de Mayo (May). The proposed Northwest Preparatory Academy will add extracurricular and other student activities over time.

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

Partnerships have been established with the following organizations that will provide additional services and networking opportunities for the new charter school.

- **Texas Southern University College of Continuing Education.** Northwest Preparatory Academy will become a learning laboratory for the psychology majors from the college providing mentors, positive role models, and additional testing and implementation strategies for the school.
- **Career Recovery Resources.** This non-profit organization will provide literacy and job preparation skills to parents and community members through partnership with the school.

J. *Student Assessment*

*NOTE: All students are required to participate in the Texas Assessment of Academic Skills (TAAS) exams to the same extent as required while in attendance in an independent school district in Texas.*

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

Northwest Preparatory Academy will use the Texas Assessment of Academic Skills (TAAS) test to assess individual student performance in the core academic areas. The goal of TAAS is to measure student progress toward achieving academic excellence. Its purpose is to provide an accurate measure of student achievement in the areas of reading, writing, mathematics, social studies, and science. Test results are used as a gauge for institutional accountability. Northwest Preparatory Academy will require its students to participate in TAAS exams to the same extent as though they were in attendance in an independent school district in Texas.

TAAS measures the statewide curriculum in reading and mathematics at grades 3 through 6 and the exit level and in writing in Grade 4. Spanish-version TAAS tests will be administered at grades 3 through 6. Satisfactory performance on the TAAS exit level tests, including testing at the elementary level, is prerequisite to earning a high school diploma.

The school will administer reading proficiency tests in English (RPTE) to limited English proficient (LEP) students in Grades 3 through 6 and RPTE will be used along with English and Spanish TAAS to provide a comprehensive assessment system for LEP students. RPTE will be given annually to LEP students not yet taking TAAS in English, including those students taking TAAS in Spanish. The assessment will measure annual growth in English reading proficiency during the time in which LEP students are not proficient enough in English to take the English version of the TAAS.

The school will use an alternative assessment to assess special education students in Grades 3-6 who are receiving instruction in the Texas Essential Knowledge and Skills (TEKS) but for whom TAAS is an inappropriate measure of their academic progress. This test will assess the areas of reading, writing, and mathematics. Students will be assessed at their appropriate instructional levels, as determined by their ARD committees, rather than at their assigned grade level. The alternative assessment will be administered on the same schedule as TAAS and will be designed to measure annual growth based on appropriate expectations for each student as decided by the student's ARD committee. The alternative assessment will be designed in such a way as to bridge into TAAS and is expected to become a part of the school accountability system in the 2002-2003 school year. The alternative assessment is scheduled for implementation in spring of 2001.

The TAAS scores will not be used to determine grade level placement (although TAAS can be used to identify children who are in an at-risk situation). The school will instead administer an appropriate assessment that may be either norm-referenced or not norm-referenced. For pre-kindergarten through Grade 6, the state permits use of either a locally-developed instrument or a commercially-developed assessment to determine readiness.

Northwest Preparatory Academy will use a standardized group instrument such as the Iowa Test of Basic Skills (ITBS) or the Stanford Test of Academic Skills to determine baseline data and academic growth. Students in grades K-2 and 6 will be tested annually, and grades 4 and 5 will be tested on alternating years. Ninety percent of students who graduate from Northwest Preparatory Academy and have documented mastery of the curriculum objectives throughout their elementary career will be "on grade level" in reading, writing, and math by the end of the sixth grade.

The school will determine what constitutes "satisfactory performance" on any readiness test. If the readiness test is given for the purpose of identifying students in an at-risk situation, it will be given at the beginning of the school year rather than at the end.

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

TAAS testing scores from each spring semester (May) will be used to identify the educational strengths and needs of individual students and the extent to which educational goals and performance standards are being met. When students enter into the next fall semester, their spring TAAS scores will be used, along with the pretest on IBTS or Stanford, to identify strengths and needs.

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

The school will use student evaluation results to improve instructional programs. To achieve this, teachers will analyze each student's test scores from which they will adjust the instructional program, as needed.

**Northwest Preparatory Academy**

# **ATTACHMENTS**

Application for Open Enrollment Charter School  
RFA#791-00-007

00093

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

DEPARTMENT OF THE TREASURY

Date: JAN 12 2000

MIRACLE EDUCATIONAL SYSTEMS  
11500 NW FREEWAY STE 490  
HOUSTON, TX 77092

Employer Identification Number:  
76-0596755  
DLN:  
17053266005039  
Contact Person:  
JOSEPH LAUX ID# 31077  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

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

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

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

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

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DO/CG)

00094

MIRACLE EDUCATIONAL SYSTEMS

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

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

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form

MIRACLE EDUCATIONAL SYSTEMS

990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

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

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

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

**Steven T. Miller**

Steven T. Miller  
Director, Exempt Organizations

Enclosure(s):



MIRACLE EDUCATIONAL SYSTEMS

If/when you receive your charter from the State of Texas, you will need to notify the Internal Revenue Service to determine what effect, if any, the charter will have on your exempt status under section 501(c)(3) of the Code, and your foundation status under section 509(a)(1) and 170(b)(1)(A)(ii) of the Code.

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems - Northwest Preparatory Academy


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

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

1. Full Name (Initials Not Accepted): Anjali Jain
2. Have you ever had your name changed? Yes If yes, give a reason for the change:  
Marriage

b. Maiden Name (if female) Amatya

c. Other names used at any time NONE

3. Social Security Number\*: 

4. Date and Place of Birth: , Kathmandu, Nepal

5. Business Address: 6300 Hillcroft #304, Houston, TX 77081  
Business Telephone: (713) 272-8884

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1-13-86 to Present</u>	<u>10802 Oak Hollow St.</u>	<u>Houston, Texas</u>	<u>77024</u>

7. Education: Dates, Names, Locations and Degrees

College: 1968, Triburon University, Kathmandu, Nepal, Intermediate Science Degree

Graduate Studies: 1969-1973, Maidana Azad Medical College, India, MBBS; 1974-1975, Irwin Hospital, India, Internship

Others 1978-1979, New York University, New York, NY, Residency; 1979-1981, Baylor College of Medicine, Residency

8. List Memberships in Professional Societies and Associations: American Board of Physical Medicine & Rehabilitation, American Academy of Pain Management, AAPMR, AADEP

9. Present or Proposed Position with the Proposed Charter School: Member, Board of Trustees

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
<u>1982-1991</u>	<u>Baylor College of Medicine, Houston, TX</u>		<u>Assistant Professor</u>
<u>1991-1993</u>	<u>Baylor College of Medicine, Houston, TX</u>		<u>Clinical Asst. Professor</u>
<u>1993-1997</u>	<u>Twelve Oaks Hospital, Houston, TX</u>		<u>Medical Director</u>
<u>1997-Present</u>	<u>Houston Physical Medicine, Houston, TX</u>		<u>Pres./Medical Director</u>

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12.a Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No  
If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Physicians/Medical, State of Texas, 1981 - Present

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

00093

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No

If yes, give details:

16. Have you ever been adjudged bankrupt? No

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? Yes . If so, please furnish details: Dispute with business partner-civil.

Date and signed this 28th day of March, 2000, at Houston, Harris County, TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Anjali Jain MD  
Signature of Affiant

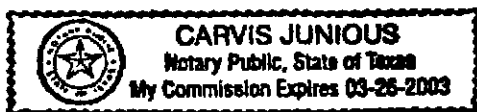
State of Texas  
County of Harris

Personally appeared before me the above named Anjali Jain  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.

Notary Public \_\_\_\_\_  
My commissioners expires March 26, 2003

SEAL



00100

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems – Northwest Preparatory Academy

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

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

1. Full Name (Initials Not Accepted): Cassandra Evans-Jones
2. Have you ever had your name changed? No If yes, give a reason for the change:

- b. Maiden Name (if female) Evans
- c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED] Vicksburg, MS
5. Business Address: 3334 Richmond Avenue, Ste. 121, Houston, TX 77098  
Business Telephone: (713)526-9557

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
	<u>601 College Street</u>	<u>Port Gibson, MS</u>	<u>39150</u>
	<u>8380 El Mundo #404</u>	<u>Houston, TX</u>	<u>77098</u>
	<u>4334 Whipperwill Cir.</u>	<u>Missouri City, TX</u>	<u>77459</u>

7. Education: Dates, Names, Locations and Degrees

College: 1989, Jackson State University, Jackson, MS B.S. Accounting

Graduate Studies: 1992, Thurgood Marshall School of Law, Houston, TX JD

00101

Others

8. List Memberships in Professional Societies and Associations: State Bar of Florida, State Bar of Texas

9. Present or Proposed Position with the Proposed Charter School: Member, Board of Trustees

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1987-1989	US Government	Vicksburg, MS	Student Intern
1992	Randall & Assoc.	Houston, TX	Clerk
1992-1993	SW MS Legal Svcs.	Natchez, MS	Staff Attorney
1993-1994	FI Dept. of Banking & Finance	Tallahassee, FL	Asst. General Counsel
1994-1995	Novutry & Co.	Houston, TX	Corporate Atty.
1995- Present	Private Practice	Houston, TX	Attorney

11. Present employer may be contacted. Yes No (Circle One)

Former employers may be contacted. Yes No (Circle One)

12.a Have you ever been in a position which required a fidelity bond? No

If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No

If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): License to practice law Texas (1995); Florida (1992)

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

00102

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No

If yes, give details:

16. Have you ever been adjudged bankrupt? No

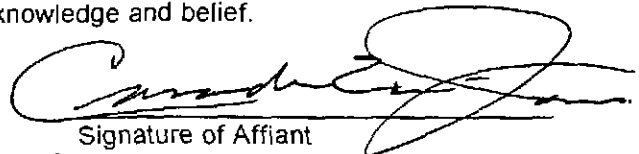
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details:

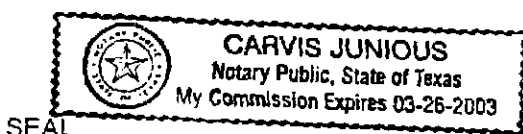
Date and signed this 28th day of March, 2000, at Houston, Harris County, TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

  
Signature of Affiant

State of Texas  
County of Harris

Personally appeared before me the above named Cassandra Evans-Jones  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.



Notary Public   
My commissioners expires March 26, 2003

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems – Northwest Preparatory Academy

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

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

1. Full Name (Initials Not Accepted): Kenneth Winfred White
2. Have you ever had your name changed? No If yes, give a reason for the change:

b. Maiden Name (if female)

c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED] - Monroe, LA
5. Business Address: 500 Dallas Street, Houston, TX 77002  
Business Telephone: (713)713-369-8824

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>June 95 to Present</u>	<u>15114 Easton Park Dr.</u>	<u>Houston, TX</u>	<u>77095</u>
<u>June 91 – June 95</u>	<u>15222 Pebble Lake Dr.</u>	<u>Houston, TX</u>	<u>77095</u>
<u>1988-1991</u>	<u>4006 Garden Lake Dr.</u>	<u>Kingwood, TX</u>	<u>77059</u>

7. Education: Dates, Names, Locations and Degrees

College 11/77 LA Tech. University, Ruston, LA, BS Degree

Graduate Studies 5/82 University of Houston, Houston, TX, MBA

00104



Others \_\_\_\_\_

8. List Memberships in Professional Societies and Associations: National Association of Credit Managers
9. Present or Proposed Position with the Proposed Charter School: Member, Board of Trustees
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
99 – Present	RN Energy, Inc.	500 Dallas St., Houston, TX	Credit Manager
98-99	TPC Corp.	100 Westlake Pk., Houston, TX	Credit Manager
95-98	Gateway Gathering Mktg.	7696 Hamilton, Houston, TX	Asst. Manager
91-95	Confuels, Inc.	10333 Richmond, Houston, TX	Mktg. Manager
78-91	Texas Eastern Corp.	1221 McKinney, Houston, TX	Sr. Rep.

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12.a Have you ever been in a position which required a fidelity bond? No

If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No

If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

00105

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No

If yes, give details:

16. Have you ever been adjudged bankrupt? No

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details:

Date and signed this 28th day of March, 2000, at Houston, Harris County, TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Kenneth W. White  
Signature of Affiant

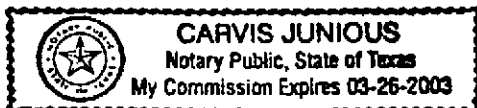
State of Texas  
County of Harris

Personally appeared before me the above named Kenneth W. White  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.

Notary Public Carvis Junio  
My commissioners expires March 26, 2003

SEAL



00106

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems – Northwest Preparatory Academy

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

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

1. Full Name (Initials Not Accepted): Ervin Daryl Seamster, Junior
2. Have you ever had your name changed? No If yes, give a reason for the change:

b. Maiden Name (if female)

c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED] Shreveport, LA
5. Business Address: 2535 Wedgley #204, Dallas, TX 75211  
Business Telephone: (214) 941-7687

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1994-Present</u>	<u>2535 Wedgley #204,</u>	<u>Dallas, TX</u>	<u>75211</u>
<u>1992-94</u>	<u>1809 Pinehurst</u>	<u>Mesquite, TX</u>	<u>75206</u>
<u>1988-1992</u>	<u>Southern Methodist Univ. Campus</u>	<u>Dallas, TX</u>	<u>75275</u>

7. Education: Dates, Names, Locations and Degrees

College: 1987, Southwestern Christian College, Terrell, TX, B.S.

Graduate Studies: 1990, Southern Methodist University, Dallas, TX, M. Theology; 1992, Southern Methodist University, Dallas, TX, M. Div.

Others 1995, Union Theological Seminary, Ph.D.

8. List Memberships in Professional Societies and Associations: None
9. Present or Proposed Position with the Proposed Charter School: President, Board of Trustees
10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
<u>1999-Present</u>	<u>Light of The World Church</u>	<u>110A N. Hampton, Dallas, TX</u>	<u>Pastor</u>
<u>1992-1999</u>	<u>Marsalis Church of Christ</u>	<u>25315 Marsalis Ave., Dallas, TX</u>	<u>Senior Pastor</u>

11. Present employer may be contacted: Yes No (Circle One)
- Former employers may be contacted: Yes No (Circle One)

- 12.a Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No  
If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No

If yes, give details:

16. Have you ever been adjudged bankrupt? No

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No  
If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details:

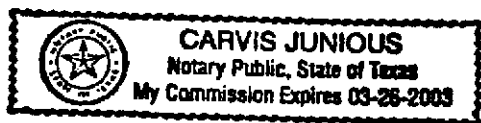
Date and signed this 28th day of March, 2000, at Houston, Harris County, TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Ervin D. Seamster Jr.  
Signature of Affiant

State of Texas  
County of Harris

Personally appeared before me the above named Ervin D. Seamster Jr.  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.



SEAL

Notary Public Carvis Junious  
My commissioners expires March 26, 2003

00109

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems - Northwest Preparatory Academy

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

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

1. Full Name (Initials Not Accepted): Irvine Epps
2. Have you ever had your name changed? Yes If yes, give a reason for the change:  
Marriage
  - b. Maiden Name (if female) Eldridge
  - c. Other names used at any time NONE

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Plainsville, NJ

5. Business Address: 3100 Cleburne  
Business Telephone: (713)313-7224

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>9/90 to Present</u>	<u>9600 Braes Bayou #28</u>	<u>Houston, TX</u>	<u>77074</u>

7. Education: Dates, Names, Locations and Degrees

College 8/68- 5/71 Southern University, Baton Rouge, LA B.S. British Literature

Graduate Studies 1972-1974 LSU, Baton Rouge, LA Masters English; 1982-1986 Texas Southern University, ED.D. Counseling, 1988-1990; Post Doctorate Studies, Psychology, Associate Policies

Others \_\_\_\_\_

8. List Memberships in Professional Societies and Associations: American Association of Colleges for Higher Education; Phi Delta Kappa, Association for the Advancement of Counseling & Psychotherapy, American Association of Colleges of Continuing Education

9. Present or Proposed Position with the Proposed Charter School: Member, Board of Trustees

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
<u>1985-86</u>	<u>Roxbury College</u>	<u>Boston, MA</u>	<u>Professor</u>
<u>1987-90</u>	<u>MA Dept. of Education</u>	<u>Boston, MA</u>	<u>Curriculum Writer</u>
<u>1990-97</u>	<u>Texas Southern University</u>	<u>Houston, TX</u>	<u>Assoc. Dean-College of Education</u>
<u>1997-Present</u>	<u>Texas Southern University</u>	<u>Houston, TX</u>	<u>Dean, College of Continuing Ed.</u>

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12.a Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No  
If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Psychology, 1980, American Psychology Association, National Certified Counselor

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

00111

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No

If yes, give details:

16. Have you ever been adjudged bankrupt? No

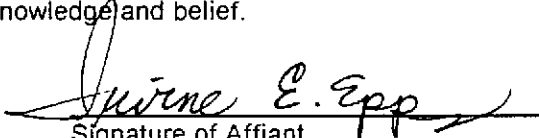
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details:

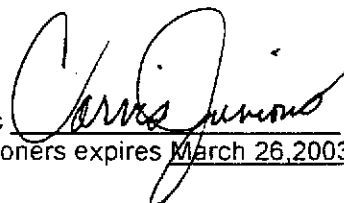
Date and signed this 28th day of March, 2000, at Houston, Harris County, TX  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

  
Signature of Affiant

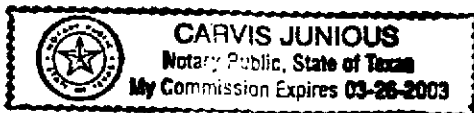
State of Texas  
County of Harris

Personally appeared before me the above named Irvine E. Epps  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.

Notary Public   
My commissioners expires March 26, 2003

SEAL



00112



RE: Letter from Bank of America

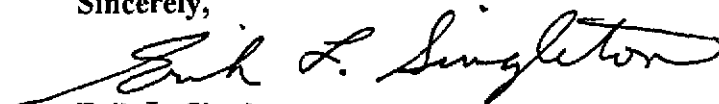
At the time of submission of our application, we were not in receipt of the letter from Bank of America stating that our account was in good financial standing.

Efforts to request a fax transmission copy of the letter did not yield any results. Upon receipt of the letter from Bank of America we will forward it to you.

Should you desire to contact Bank of America our account # is [REDACTED]

Thank you for your consideration.

Sincerely,



Erik L. Singleton  
CEO

**Synopsis of the Public Meeting  
Held January 7, 2000**

**The Board of Trustees of Miracle Educational Systems, CEO, and 48 individuals attended the meeting from the community.**

**Members of the Board and the CEO were introduced and thanked the community persons for attending the meeting. Erik Singleton, CEO of Miracle Educational Systems, discussed charter schools and the legislation that created them, the proposed site of the school and information was provided regarding the educational programs as well.**

**Community persons were given the opportunity to express the educational needs of their children and those living in the proposed area to be served by the school.**

**The Board of Trustees and CEO of Miracle Educational Systems answered questions from those in attendance.**

**Community members were asked to share the information discussed in the meeting with their family, friends, and neighbors.**

**Family Educational Rights and Privacy Act Protected Material**

2 pages have been withheld

**PLEASE NOTE:** Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets contain material that is protected by the Family Educational Rights and Privacy Act (FERPA). Information redacted could include items such as the student's name, names of family members, addresses, personal identifiers such as social security numbers, and personal characteristics or other information that make the student's identity easily traceable. If you have any questions or concerns regarding the redaction of this material, please contact the Open Records Office at [PIR@tea.state.tx.us](mailto:PIR@tea.state.tx.us).

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

Miracle Educational Systems is applying to the State Board of Education for approval to operate an open-enrollment charter school("charter school") to be located in North Houston (Acres Home). Charter Schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school would be located if approved.

Sponsoring Entity: Miracle Educational Systems  
Chief Executive Officer: Erik L. Singleton  
Board Members: Dr. Irving Seamster Jr.  
Dr. Irvine Epps  
Dr. Anjali Jain, MD  
Cassandra Evans-Jones  
Kenneth White

Proposed Location: North Houston (Northwest Houston)  
4211 Watonga

Brief Description of School: Miracle Educational Systems, Inc. will operate a 150 student multi-faceted educational program with emphasis in science, technology, and mathematics through a variety of age appropriate learning experiences, including hands-on activities, technology-based learning, and enrichment experiences.

Grade Levels: Pre-Kindergarten - Fifth Grades

Opening Date: August 14, 2000 (Pending Approval)

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

A public meeting will be held to discuss the proposed charter school on Friday, January 7, 2000, 7:00 p.m. at 11500 Northwest Freeway, Suite 490, Houston, Texas 77092.



Career and Recovery Resources, Inc.

### MEMORANDUM OF AGREEMENT

BETWEEN

Career and Recovery Resources, Inc. and Miracle Educational Systems

NAME of Organization, Agency or Individual

11500 NW Frwy., Ste. 490 Houston, TX 77092

ADDRESS of Organization, Agency or Individual

The Goal of this Memorandum is to promote a full continuum of care and to ensure the most comprehensive services available to Adults and their families. Our mutual collaborative efforts will serve to provide optimal outcomes for all of our clients.

Career and Recovery Resources, Inc. Agrees to:

- Provide adult outpatient treatment ( LEVEL III and LEVEL IV ) to individuals referred with a primary diagnosis of chemical dependency, which may include dual diagnosis. Specialized Female services and bilingual services are available.
- Provide services to families and or, any needed referrals for those families.
- Provide Case Management to coordinate services and maintain communication with the referring source and other involved agencies.
- Provide TB/STD/HIV Education and Testing. In addition to,, alcohol, tobacco and drug abuse and dependency and family dynamics education.
- Provide Specialized Job Readiness Training and Job Placement Assistance, including access to the Computer Training Lab.
- Provide Educational information about Career and Recovery Resources comprehensive services as a method of outreach.
- Provide referrals for identified needs for both the client and family that can not be provided by Career and Recovery Resources, Inc.

Miracle Educational Systems

Agrees to Provide

NAME of Organization, Agency or Individual

Please check appropriate box for services

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Referral  | <input type="checkbox"/> Shelter Services               | <input type="checkbox"/> Support Groups |
| <input type="checkbox"/> Assessment           | <input type="checkbox"/> Housing Assistance             | <input type="checkbox"/> Other _____    |
| <input type="checkbox"/> Case management      | <input type="checkbox"/> Transitional Living Assistance |   |
| <input type="checkbox"/> Detox Services       | <input type="checkbox"/> After Care                     |   |
| <input type="checkbox"/> In Patient Services  | <input type="checkbox"/> Medical                        |   |
| <input type="checkbox"/> Residential Services | <input type="checkbox"/> Psychiatric / Mental Health    |   |

To ensure the safety, rights and quality services for the client, both parties shall agree to the following requirements for a cooperative service delivery system:

- 1. Each will operate under applicable Federal, State and local laws and ordinances; is duly licensed or certified, as appropriate.
- 2. Each will conduct all services under this agreement in compliance with the Policies of their Individual Policies and Procedures; Title VI of the Civil rights Act of 1964, as amended, ensuring that no person, on the basis of race, color, national origin, religion, sex, age, handicapped political affiliation, will be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any of the policies of THE AGE DISCRIMINATION ACT; THE AMERICAN WITH DISABILITIES ACT ( ADA ) OF 1990; OR THE INS REGULATIONS. Or all other federal rules and regulation and state laws and executive orders as applicable.
- 3. Each agrees:
  - (A) Records will be maintained in accordance with the Federal guidelines on Confidentiality.
  - (B) Clients will be treated with respect and no violation of their human and legal rights will occur.

Through the combined efforts of the organizations signing this agreement, it is envisioned that quality care services will be provided for our clients and their family.

This agreement is in effect from March 15, 2000 and will remain in effect unless revised or terminated by either one or both parties in writing.

Vincent Collins

Erik L. Singleton

NAME:

NAME:

Director of Counseling

CEO

TITLE:

TITLE:

Vincent Collins  
SIGNATURE:

Erik L. Singleton  
SIGNATURE:

3/15/00  
DATE:

4/12/2000  
DATE:

Career and Recovery Resources, Inc.

Miracle Educational Systems

ORGANIZATION

ORGANIZATION



TEXAS SOUTHERN UNIVERSITY  
3100 CLEBURNE AVENUE • HOUSTON, TEXAS 77004

(713) 313-7011

COLLEGE OF CONTINUING EDUCATION  
OFFICE: 713-613-7224; FAX: 713-613-7379

April 12, 2000

Erik Singleton  
Miracle Educational Systems, Inc.  
11500 Northwest Freeway, Suite 490  
Houston, Texas 77092

Dear Mr. Singleton:

Per our conversation, Texas Southern University's Department of Counseling will provide graduate students to serve as interns at Northwest Preparatory Academy Charter School.

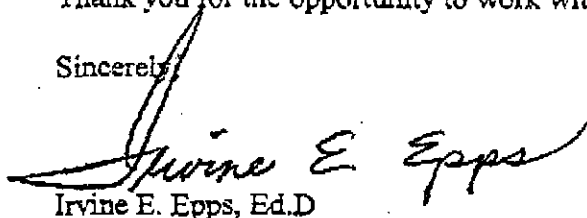
Our doctoral students will help to ensure that the cognitive as well as the affective needs of the students enrolled at Northwest Preparatory Academy are met.

We share your desire to meet the holistic needs of children and their families. We too recognize that many children are unable to perform academically because of factors external to academics.

We will work cooperatively with you and your staff by providing resources and staff development to identify the needs of at-risk students so that the bridge between student incompetence is closed.

Thank you for the opportunity to work with you and your staff.

Sincerely,

  
Irvine E. Epps, Ed.D

00:20

AN EQUAL EDUCATIONAL OPPORTUNITY INSTITUTION

Apr 13 2000 10:28 P.02

Fax: 7133137579

TEXAS SOUTHERN

Northwest Preparatory Academy  
Attachment #8  
Newspaper Publication

# BURGE Publishing Corporation

Publishers of  
The Leader Newspapers and The Greater Greenspoint Reporter

P.O. Box 924487  
Houston, Texas 77292-4487  
(713) 686-8494

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally  
appeared

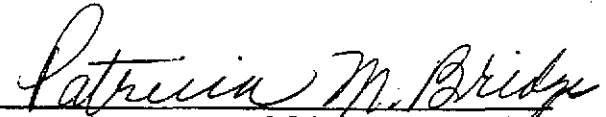
Terry Burge

of Burge Publishing Corporation, dba The Leader Newspapers, a  
weekly newspaper of general circulation, published in Houston,  
Harris County, Texas who deposes and says that the advertisement,  
as per copy attached, was published in the regular issue of the

December 23, 1999

Signed: 

Subscribed and sworn to before me this the 20<sup>th</sup> day of  
December, 1999.

  
Notary Public in and for  
Harris County, Texas.  
My Commission expires 11/25/03

00121



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

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182 392 263 282

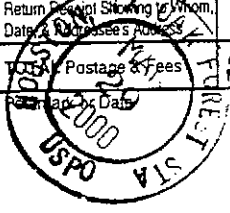
US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided. Do not use for International Mail (See reverse)

Sent to **HCCC / Cty. Judge**  
 Street & Number **1001 Preston**  
 Post Office, State, & ZIP Code **Houston TX 77002**  
 Postage \$ **.33**  
 Certified Fee **1.40**  
 Special Delivery Fee  
 Restricted Delivery Fee  
 Return Receipt Showing to Whom & Date Delivered  
 Return Receipt Showing to Whom, Date, & Addressee's Address **1-25**  
 TOTAL Postage & Fees \$ **2.58**  
 Postmark Date

PS Form 3800, April 1995



182 392 263 282

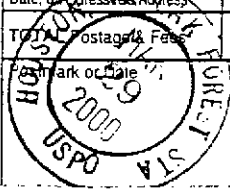
US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided. Do not use for International Mail (See reverse)

Sent to **Houston City Council**  
 Street & Number **900 Bagby St.**  
 Post Office, State, & ZIP Code **Houston TX 77002**  
 Postage \$ **.33**  
 Certified Fee **1.40**  
 Special Delivery Fee  
 Restricted Delivery Fee  
 Return Receipt Showing to Whom & Date Delivered  
 Return Receipt Showing to Whom, Date, & Addressee's Address **1-25**  
 TOTAL Postage & Fees \$ **2.58**  
 Postmark Date

PS Form 3800, April 1995



102595-99-N

Domestic Return Receipt

PS Form 3811, July 1999

2. Article Number (Copy from service label) **Z 584 263 282**

4. Restricted Delivery? (Extra Fee)  Yes  No  
 3. Service Type  
 Insured Mail  
 Registered  
 Certified Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

1. Article Addressed to:  
 Harris County Commissioners Ct.  
 Attn: County Judge  
 1001 Preston  
 Houston, TX 77002

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

A. Received by (Please Print Clearly) **Linda Hill** B. Date of Receipt **MAR 30 2000**  
 C. Signature **Linda Hill**  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Nicholas Richmond** B. Date of Delivery **MAR 30 2000**  
 C. Signature **Nicholas Richmond**  
 Agent  Addressee  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:  
 Houston City Council  
 Attn: City Secretary  
 900 Bagby St.  
 Houston, TX 77002

2. Article Number (Copy from service label)  
**Z 584 263 282**

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Houston City Council  
Attn: City Secretary  
900 Bagby St.  
Houston, TX 77002

2. Article Number (Copy from service label)

Z 584 263 282

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789



**DRAFT  
EMPLOYEE HANDBOOK**

**2000-2001  
SCHOOL YEAR**

## EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of Miracle Educational Systems and Northwest Preparatory to provide equal opportunity for employment to all applicants without regard to race, color, religion, sex, marital status, national origin, age, or disability.

### SEXUAL HARASSMENT

Miracle Educational Systems and Northwest Preparatory Academy adheres to a policy that prohibits sexual harassment in any form. Sexual Harassment is either establishing terms and conditions of employment with reference to sexual favors, called quid pro quo sexual harassment, or creating, maintaining, or tolerating a sexual hostile work environment.

Sexual Harassment is any activity that is unsolicited by an individual including:

- Touching any body part of an individual without consent prior to the activity.
- Possessing and/or displaying sexually oriented materials in the workplace.
- Telling jokes that are sexually oriented.
- Making sexual comments or gestures that may be offensive to a person.
- Constantly asking someone out on a date after they have repeatedly said no.
- Whistling to be considered sexually offensive at a person.
- Discussing sexual experiences, thoughts, and/or desires with someone in the workplace.

All complaints of sexual harassment will be dealt with promptly and confidentially. If an employee feels that he/she has been the victim of sexual harassment they should file a written report with their immediate supervisor immediately following the alleged act of sexual. When the alleged harasser is the employee's immediate supervisor, the employee should then the complaint should be directed to the principal or the Chief Executive Officer.

When a written complaint of sexual harassment has been filed the complainant will be interviewed to determine the facts involving the alleged conduct. The written complaint shall contain the date(s) of the occurrence, place, names of people present or witnesses, actual words spoken, an account of any physical contact, and the complainant's response to the alleged harasser.

If the nature or severity of the complaint warrants it, the alleged harasser shall be reassigned or suspended with pay pending the outcome of the investigation.

**No retaliation, in any form, shall occur against an employee who makes a charge of sexual harassment.**

Every supervisor, principal, or administrator who receives a written complaint of sexual harassment must respond and initiate action.

The response in some cases will involve a complete investigation with witness interviews and disciplinary action. In other circumstances, the response could involve only discussions with the individual making the claim and subsequent discussions with the individual who allegedly committed the sexual harassment. The nature of the allegations and the amount of information necessary to review the allegations will determine the scope of the response.

The following steps shall be taken with every investigation/response.

- a. The investigator shall obtain as much information as possible from the individual making the complaint, including dates, times, and locations of the alleged acts of sexual harassment, names of any witnesses, and physical and documentary evidence.
- b. The investigator will begin an investigation within three working days of receiving the information

- from the individual making the complaint.
- c. An investigation should include a discussion with the individual who allegedly committed the sexual harassment to explain specific allegations and to offer an opportunity for a response.
  - d. Upon completion of the investigation, the individual making the complaint should be informed about the resolution of the complaint.
  - e. Upon completion of the investigation, the individual who allegedly committed the acts of sexual harassment should be informed about the resolution of the complaint.
  - f. Upon completion of the investigation a report along with the documentation of the complaint, and any proposed resolution shall be sent to the Chief Executive Officer and the Board of Trustees.
  - g. Any disciplinary action against an employee due to acts of sexual harassment shall be recommended and implemented in accordance with termination policies.

### APPLICATIONS FOR EMPLOYMENT

Applications for employment for positions with Miracle Educational Systems and Northwest Preparatory Academy shall be in writing and on forms provided by the personnel office. A personal interview is required of all applicants as a prerequisite to employment.

The applicant has the responsibility to furnish accurate information and any falsification of either information or credentials shall be cause for dismissal or refusal to employ.

Race, creed, color, age, sex, religion, marital status, national origin or physical disability except in situations where such disability will constitute an employment liability, shall not be considered in judging eligibility.

Applications for employment may be obtained by mail or in person in the personnel office (address to be announced).

### VACANCY ANNOUNCEMENTS

Announcements regarding employment opportunities and vacancies shall be posted in the administrative offices of Miracle Educational Systems and Northwest Preparatory Academy. Announcements may also be published in classified advertisements of newspapers within the general circulation areas of the school's location.

### CREDENTIALS REQUIRED FOR EMPLOYMENT

- Application form properly completed
- Signed access to police records form. All employees are subject to a criminal background check provided through the Texas Department of Public Safety pursuant to applicable employment laws prior to employment.
- College placement folder or references, if applicable to position
- Completed Employment Eligibility Verification Form I-9
- Report of a test for tuberculosis signed by a doctor after an offer of employment
- An official transcript of all college work showing degree and date conferred, and/or verification of other training which must be in the personnel file before credit can be allowed on salary, if applicable to position.
- Results of a physical fitness examination insuring employability. The physical examination and the report of an examination for tuberculosis will be included in a medical file and will be treated as confidential.

### TERMS OF EMPLOYMENT

All employees of Miracle Educational Systems and Northwest Preparatory Academy, professional and non-professional, shall be employed on an at-will basis. A signed statement that specifies most of the

employee's terms and conditions of employment shall be included in the employee's personnel file. Exceptions include the Chief Executive Officer and Principal, who are employed on a contractual basis.

### NEPOTISM

It is the policy of Miracle Educational Systems and Northwest Preparatory Academy not to hire relatives of employees or Board members.

### RESTRICTIONS TO EMPLOYMENT

There are certain restrictions to employment with Miracle Educational Systems and Northwest Preparatory Academy. Under these restrictions, conviction shall mean a finding of guilt or acceptance by the court of a plea of guilty or nolo contendere. These restrictions follow:

No one convicted of a felony will be considered for employment with Miracle Educational Systems and Northwest Preparatory Academy.

No one convicted of a misdemeanor involving moral turpitude will be considered for employment with Miracle Educational Systems and Northwest Preparatory Academy. "Moral turpitude" is an act of baseness, vileness, or depravity in the private or social duties which a person owes another member of society in general and which is contrary to the accepted rule of right and duty between persons. Examples, but not by way of limitation, are theft, or attempted theft, swindling, forgery, indecency with a minor, prostitution, and the like.

No one charged with a felony or a misdemeanor involving moral turpitude will be considered for employment with Miracle Educational Systems and Northwest Preparatory Academy until there is a final disposition of the charge.

No one currently on probation for any offense, including a deferred adjudication probation, will be considered for employment.

Persons charged with a criminal offense that has been dismissed through deferred adjudication will be considered for employment with Miracle Educational Systems and Northwest Preparatory Academy, except when the charge was for capital murder, murder, voluntary manslaughter, involuntary manslaughter, any felony theft offense, indecency with a child, injury to a child, elderly or disabled individual, aggravated kidnapping, aggravated sexual assault, sexual assault of a child, aggravated robbery, or any felony where a deadly weapon was used or exhibited or for any felony related to the manufacture, delivery or possession of marijuana, a controlled substance, or dangerous drug.

### ALCOHOL AND DRUG TESTING

#### Reasonable Suspicion Testing for Alcohol

Employees shall be required to undergo alcohol testing at any time the school has reasonable suspicion to believe that the employee has violated the policy for a Drug-Free Workplace. The school's determination must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by the principal or Chief Executive Officer.

Alcohol testing is authorized only if the observations are made just preceding, during, or just after the period of the workday that the employee is required to be in compliance with the policy (including attendance at school functions). If the alcohol test is not administered within two hours following the determination, a written record stating the reasons the test was not given shall be made by the administrator and kept on file.

#### Reasonable Suspicion Testing for Controlled Substances

Employees shall be required to undergo controlled substance testing when the school has reasonable suspicion to believe that the employee has violated the policy for Drug-Free Workplace. The school's determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The observations must be made by an administrator.

No employee shall report to duty while under the influence of or impaired by a controlled substance as shown by the behavioral, speech, and performance indicators of controlled substance use, or remain on duty after obtaining a positive test result, nor shall the school permit the employee to perform or continue to perform the functions of the position.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the administrator who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

#### Return To Duty Testing

Any employee who has been off duty as a result of a violation of this policy or as a result of a self-referral for alcohol/drug abuse shall be required to take a return-to-duty test for alcohol/controlled substance. Acceptable results of the test(s) must be reported before the employee may assume performance of the position.

#### Follow-Up Testing

An employee who has been determined to be in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances is subject to unannounced follow-up testing as directed by a Substance Abuse Professional. Such testing shall consist of at least six tests in the first 12 months of the employee's return to duty. The Substance Abuse Professional may terminate follow-up testing at any time after the first six tests have been administered.

#### Substance Use/Abuse Testing Procedure

Substance use/abuse testing shall consist of urine testing for five illegal substances as defined by the National Institute on Drug Abuse (NIDA). These illegal substances include marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

Two tests, an initial and a confirmatory, will be administered and positive test results must equal or surpass detection levels set by NIDA. Both tests, the initial and confirmatory, must be positive or the results are considered inconclusive and a negative presence of the substance will be reported.

Collection of urine specimens will follow the protocol established by the Department of Transportation (DOT). Split sampling is required. A split sample is defined as a specimen taken where a portion is retained and sealed separately so that in the event a confirmation test is positive, the retained portion may be assayed by an independent confirmation test at a second laboratory.

A licensed physician with knowledge of substance abuse disorders and training in interpretation and evaluation of positive and suspicious negative drug test results will be contracted by Miracle Educational Systems and Northwest Preparatory Academy. The licensed physician will review and interpret positive drug tests and determine if an alternative medical explanation for the positive results is possible. The review/determination may include a medical interview with the employee, a review of the employee's medical history, and/or a review of any other biomedical factors.

#### Alcohol Testing Procedure

Two tests, an initial and a confirmation, will be administered and positive test results must equal or surpass detection levels set by NIDA. Alcohol testing will be done with the use of an evidential breath testing machine (EBT) for both initial and confirmation tests will be conducted within 15-30 minutes of the initial test.

Testing will be administered by a trained breath alcohol technician. The employee's direct supervisor will not normally administer the breath alcohol testing except in emergency situations such as post-accident testing.

#### Positive Test Results

Employees who test positive for drug and/or alcohol use will be prohibited from performing job functions immediately, and will be recommended for termination. An employee will be deemed to have tested positive for alcohol use in violation of Miracle Educational System and Northwest Preparatory's Drug Free Workplace policy where an alcohol test shows an alcohol concentration of 0.02 or greater.

#### Employee Refusal to Test

Any employee who refuses to submit to an alcohol/drug test without valid medical reason will be prohibited from performing job functions immediately and will be recommended for termination.

#### Employee Referral to a Substance Abuse Professional

Miracle Educational Systems and Northwest Preparatory Academy will refer employees who test positive or refuse to test to a Substance Abuse Professional for evaluation. The Substance Abuse Professional is defined as a licensed physician (with a Medical Doctor or Doctor of Osteopathy degree) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders, or licensed or certified psychologist or social worker with knowledge of and clinical experience in alcohol-related disorders.

The referral process will include notice to employees who test positive of local treatment resources, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. Counseling/rehabilitation costs are the responsibility of the employee.

#### Self Referrals for Alcohol/Drug Abuse

Employees may use accumulated personal leave time while in counseling/rehabilitation under a plan approved by the Board. Counseling/rehabilitation costs are the responsibility of the employee.

An employee who voluntarily admits to substance abuse, prior to the initiation of any drug or alcohol test, obtains counseling, and is rehabilitated may not be subject to disciplinary action for violation of Board policies except that in the case of an alcohol or drug related accident, the self-referral must occur prior to the accident.

#### Confidentiality of Records

The alcohol/drug testing results will be maintained in a confidential file. Information from the file will not be available to anyone except as required by policy, law, or those expressly authorized. Those persons who generally have access to records will be (1) the custodian of the personnel records and (2) authorities from the school's health office. Supervisors may be told the results of a test (positive or negative), but will not be told what substances tested positive. An employee may request to view his/her personal record in accordance with established Board policy.

#### Finding of Drug or Alcohol Use and Disciplinary Action

Employees who are found to be in violation of the school's Drug-Free Workplace Program as set forth in

00129



the Board's policy will be recommended for termination, provided that such action is not required for an employee who voluntarily admits to illegal drug use or alcohol use prior to the initiation of any drug or alcohol test and obtains counseling or rehabilitation, and thereafter refrains from using illegal drugs or alcohol.

#### NEW EMPLOYEE ORIENTATION

All newly hired professional employees are required to attend orientation prior to the beginning of the school year as scheduled by the principal or CEO. Professional employees hired after the start of the school year shall be required to an orientation as scheduled by the principal or CEO. Non-professional employees shall also be required to attend an orientation as scheduled by the principal or CEO.

#### PAY SYSTEM

All employees are paid according to a Board adopted salary schedule. An employee's step in the salary schedule is determined by his/her years of experience and educational background (see Salary Schedule in Appendix \_\_). Merit raises will be offered yearly across the board when at all possible.

#### PAYCHECKS

All employees shall be paid once a month on the 5th day of each month in accordance with the published payday schedule. If the 5th day of the month falls on a Saturday, employees shall be paid on the preceeding Friday. If the 5th day of the month falls on a Sunday, employees shall be paid on the proceeding Monday.

#### AUTOMATIC PAYROLL DEPOSIT

All employees will be paid through an automatic payroll deposit system. Authorization forms for automatic payroll deposit shall be in each new employee package.

#### PAYROLL DEDUCTIONS

All employees shall have applicable state and federal taxes and unemployment insurances deducted from their gross monthly pay amounts. Salary deductions shall be authorized for eligible employees desiring to participate in Board-approved employee benefit programs. In addition, employee contributions for the Texas Teacher Retirement System and group insurance benefits shall be deducted as well.

#### OVERTIME COMPENSATION

Only employees hired on an hourly basis shall be paid overtime compensation. Overtime is applicable in accordance with the Fair Labor Standards Act of 1938, as amended. Non-professional employees requested to work in addition to the regular schedule must be compensated in one of two methods herein provided: (1) compensatory time off, at a time-and-one-half rate to be taken no later than the end of the next month following the pay period in which it was earned or (2) paid additional compensation at the overtime rate of time and one-half fro hours worked in excess of forty earned hours. For overtime purposes the forty earned hours shall include hours physically worked and excused absences. Those working less than a full day shall be paid on a pro rata basis.

All overtime must be approved by the principal or CEO prior to the employee exceeding forty earned hours.

#### TRAVEL EXPENSE REIMBURSEMENT

Only expenses for out-of-town travel for professional development or school related business is reimbursable. Travel expense requisitions approved by the principal should be forwarded to the CEO for funding. Employees using their personal vehicles for travel in and out of town shall be reimbursed by the

school for expenses at the prevailing rates. Official records of such expenses must be maintained for auditing purposes.

### GROUP INSURANCE BENEFITS

Full time professional employees shall be eligible for group insurance benefits including health and term life. Full time non-professional employees shall be eligible for group insurance benefits including health and term life after 90 continuous days of employment.

A package insurance program of hospitalization, medical, surgical, and major medical benefits as well a basic \$2,000 group life insurance policy is available to any eligible employee. Dependents may be covered under this plan at the employee's expense.

All eligible employees must be given the opportunity to either enroll in or to decline health and hospitalization coverage. All necessary enrollment instructions and materials shall be provided at the school once a year at the beginning of the fall semester.

Miracle Educational Systems and Northwest Preparatory Academy pays an amount determined by the Board prior to the adoption of the budget toward the hospitalization policy cost of each employee who participates in the program.

The school makes a standard contribution toward the comprehensive group health and life insurance. The employee pays the excess premium for his/her coverage and their dependents over the school's contribution; other benefit coverages such as additional life, dental, disability insurance, and other benefits will be made available on an optional basis to eligible employees.

Payroll deduction for premium costs is available to those employees who participate in the program.

Employees who enroll in the medical plan will automatically be enrolled into the Group Life Insurance Plan for a basic coverage of two thousand dollars (\$2,000).

Additional term-life insurance is available to the employee at his own expense. The coverage is limited to an amount of money equal to either the employee's current annual salary or two times the current annual salary rounded up to the next thousand dollars (\$1,000) with a maximum amount of one hundred thousand (\$100,000).

This maximum includes the two thousand dollars (\$2,000) of basic coverage, however, term life insurance can also be secured by regular employees who do not choose to have the basic coverage.

### WORKER'S COMPENSATION BENEFITS

The Texas Workers' Compensation Act shall be administered to insure compliance with applicable law, protect the interest of the school, and to serve the interest of school employees.

The school's administration shall administer benefits for injuries to employees in accordance with applicable state law. Orientation of employees concerning Workers' Compensation is the responsibility of the school's administration.

An injured employee may utilize his/her personal leave when a work-related injury prevents his/her working; however, the employee will not receive compensation from school funds greater than 100% of his/her normal salary.

If the employee elects not to use personal leave during a period that Workers' Compensation is payable, the employee must notify his/her immediate supervisor in writing of the option not to utilize personal leave.

If the employee elects to use personal leave, a proportionate amount of personal leave will be deducted from the employee's personal leave balance.

If possible, deduction of the amount equal to Workers' Compensation payments will be done prior to payment of personal leave, but if an "overpayment" is made, overpayments will be recouped.

### UNEMPLOYMENT COMPENSATION

The school's administration will administer the applicable federal and state law. All administrative responsibilities of this function will be accomplished by the CEO, but assistance of school employees may be required such as timely, in person, testimony at hearings on preparation of official documents for presentation to the Texas Employment Commission.

### TEXAS TEACHER RETIREMENT SYSTEM

Membership in the Texas Teacher Retirement System is required of all personnel upon full-time basis with Miracle Educational Systems and Northwest Preparatory Academy.

Full time employment is defined as one-half or more of the standard workload rate comparable to the rate of compensation for other persons employed in similar positions. Persons employed on a temporary basis for an indefinite period are considered as regular employees for the purposes of the Texas Teacher Retirement System.

A Personal Data Form (TRS-5) on which necessary information is furnished to the TTAS must be completed and submitted at the time an employee begins regular employment.

A deduction set forth by law shall be made from the employee's salary and transmitted to the Texas Teacher Retirement System in Austin. The State of Texas contributes to the retirement fund in an amount set forth by law, applying the joint fund to the payment of retirement benefits to the employee under the option selected at the time of retirement.

Upon permanent termination of employment with State supported organizations (other than by retirement), the employee may withdraw his/her retirement contributions plus accrued interest earned thereon from the Texas Teacher Retirement System in Austin.

### LEAVES AND ABSENCES

#### Personal Leave

All regular full-time employees are provided with five (5) state mandated paid personal leave days per year. These days may accumulate from year to year. Employees eligible for paid personal leave days may not use the full five days concurrently unless approved prior to the commencement of the leave period. In addition, these days cannot be used before or after holidays, and during critical school days such as student testing days, at the beginning and end of the school year or other days as designated by the employee's immediate supervisor.

All regular full-time employees are provided with three (3) days paid local leave per year. Local leave days do not accumulate from year to year. Policies governing the use of local leave days are the same as that of state mandated personal leave days.

This compensated leave is provided to allow absences without the loss of pay for the reasons listed below. All regular, full-time employees are eligible for personal leave.

All days absent for any of the following categories shall be charged against the employee's accumulated leave balance except funeral leave (as specified), mandatory court appearance, jury duty, reserve military duty and assault leave.

Employees may use two days of leave a year at full pay to dispose of personal business that cannot be conducted outside of regular work hours. These days will be deducted from the employee's personal leave balance.

Personal business days shall not be used to extend vacations or scheduled school holidays.

In no instance may compensated personal leave be approved for more days than have been accumulated in prior years or days that will be earned during the current year. Should an employee terminated his or her employment prior to accumulating the amount of advanced personal leave, Northwest Preparatory Academy will recover monies advanced to the employee.

#### Personal Illness

Regular full-time employees may be absent with full pay for conditions such as illness, injury, pregnancy or medical or dental appointments. All personal illnesses will be provided to a maximum of accumulated leave days and/or days that will be earned during the current year. If an employee is unable to return to his/her assigned duties, the employee shall be placed on unpaid health leave. Certification by a doctor will be required for personal illness in excess of seven (7) continuous days.

When an employee's absences become a concern or a pattern of absences becomes established, the principal may review with the employee the reason for such absences.

#### Extended Sick Leave/Temporary Disability Leave

All regular full-time employees are provided with up to 180 calendar days of leave for personal illness or disability including pregnancy. The purpose of temporary disability leave is to provide job-protected leave to full-time employees who cannot work for an extended period of time because of mental or physical disability of a temporary nature. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request and receive approval for temporary disability leave. The leave request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, it cannot exceed a maximum of 180 days.

An employee may be placed on leave of absence by the board for temporary disability without the employee's consent. The board may, after consultation with a physician who has performed a medical examination, determine that the employee's condition interferes with the performance of regular duties. Employees placed on an involuntary leave of absence have the right to protest such action by the board. Employees may present additional evidence of fitness to work and request a hearing before the board.

When ready to return to work, employees must submit a request at least 30 days in advance. The return to work notice must be accompanied by a physician's statement confirming that the employee is able to perform his or her regular duties. Employees are entitled to return to an assignment if an appropriate teaching assignment is available. If an appropriate teaching assignment is not available, the employee will be reassigned.

#### Family and Medical Leave

All employees may be absent with full pay in case of illness of a member of the employee's immediate family (husband, wife, child, brother, sister, father, mother, grandparent or grandchild).

Absences in the excess of five (5) consecutive days will require medical certification by a doctor.

An employee may be granted a leave of one year for the purpose of caring for a sick relative. Upon request, such leave may be extended for an additional year.

An employee can be granted a leave of one year for the purpose of caring for a newborn or newly adopted child. Upon request, such leave may be extended for an additional year.

#### Family Emergencies

Regular full-time employees may be absent with full pay for a family emergency and shall be limited to natural disasters and life-threatening situations involving the employee or member of his or her immediate family. Upon returning to duty, the employee must submit a written detailed statement to the principal explaining the circumstances that necessitated the need for absence.

#### Assault Leave

All employees are eligible for assault leave. The purpose of assault leave is to provide extended job protection to anyone who is seriously injured as a result of a physical assault suffered during the performance of his or her job. Employees are provided with adequate paid leave time (up to two years) to recover from physical injuries. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave.

Assault leave and workers' compensation benefits to ensure that the amount of compensation employees on assault leave receive will equal, but not exceed 100 percent of their weekly rate of pay. Assault leave will not be counted against the family and medical leave entitlement.

#### Funeral Leave

Employees may be absent without loss of pay and personal leave deduction in the case of death of a mother, father, husband, wife, child, grandparent, or grandchild for a period not to exceed five (5) days per occurrence.

Additional days and all other funerals shall be charged to the employee's personal leave balance.

#### Jury Duty

Employees may be absent without the loss of pay subject to verification of actual days served.

#### Mandatory Court Appearances

Employees may be absent without the loss of pay provided a copy of the court notices is provided to the principal.

#### Military Leave

Members of any military component of the armed forces shall be granted leave without loss of time or salary during the time of service. This leave should not exceed fifteen (15) days in any one governmental fiscal year.

### EMPLOYEE RELATIONS

#### Performance Evaluations

Performance evaluations shall be required twice a calendar year for all employees of Northwest Preparatory Academy. The Principal will be responsible for evaluation all school personnel.

Evaluations of employees both professional and non-professional shall be cooperative and a continuing process with periodic formal appraisals. Assessments will be in duplicate, in writing, dated and signed by the employee and the assessors, with one copy being placed in the employee's file and the other one given

to the assessee.

The assessment process shall include a section for self-appraisal by the employee. Each employee shall be provided with the actual appraisal instrument and will be asked to complete the form, rating their own performance.

All observations of the work of the assessee shall be conducted openly with the knowledge of the assessee.

The assessee is expected to sign all appropriate assessment documents. The signature of the assessee indicates that the assessee has reviewed the documents. The signature does not mean agreement with the content of the document. Copies of all documents are to be provided to the assessee by the immediate supervisor.

Any written comments made by the assessee concerning the assessment document shall be given to the immediate supervisor and they are to be added to the employee's assessment file. Written comments should be filed with the immediate supervisor within five working days following the date of the review.

#### Assessment of Instructional Staff (Teachers)

The components of the assessment shall include evaluation of employees in three areas: 1) Special Proficiencies; (2) Adherence to Standards; and 3) Functional Academic Skills and Content Area Proficiencies. A structured performance appraisal system will be used to provide the following:

- An appraisal instrument with job-related criteria to record the annual evaluation;
- Opportunity for the employee to participate through self-appraisal;
- Informal conferences about performance during the year;
- A summative conference to review and discuss the performance appraisal;
- A process for establishing priorities for performance growth and improvement;
- Training for administrators in the evaluation process and instruments.

The Texas Professional Development and Appraisal System shall be used for formal evaluations. Rules for rating employees are to be applied consistently and fairly to all employees. The principal will serve as the primary appraiser. However, if a problem or deficiency is identified by the principal, a second appraiser will be selected to conduct a second evaluation. If the second appraiser's findings are consistent with the primary evaluator, the assessee may be placed on a growth plan that will address the identified deficiency (ies). The principal will monitor the growth plan. If there is a difference between the first two appraisers, the Chief Executive Officer or an appointee will conduct the third evaluation. The findings of the third evaluator will dictate that the assessee is placed on a growth plan. The growth plan will identify areas that require improvement. Suggestions and recommendations to remedial areas of deficiency will be made by the principal.

#### Assessment of Paraprofessionals and Other Non-Instructional and Classified Staff

These employees will be evaluated twice during the calendar year. An in-house appraisal instrument will be developed to assess their performance.

#### Meetings/Hearings

An employee who disagrees with the rating that he/she received on the evaluation may request a formal hearing. (See Hearing Procedure)

#### Retaliation Claims

Comments made and ratings given on performance appraisals will be based on observable and job-related performance only. Job-related means that the performance being evaluated is a requirement of the job.

No employee shall be evaluated on the basis of something that is not a job requirement.

Unsubstantiated gossip, rumors, and speculation do not provide a fair or legitimate basis for evaluating job performance.

#### Confidentiality

Any document that evaluated the performance of personnel shall be kept confidential. An exception to this requirement is waived when a request for evaluation documents and any related rebuttal is made from other schools/districts where the teacher has applied for employment.

#### Inservice and Staff Development

Funds shall be provided to insure continuing improvement in the staff development program of Northwest Preparatory Academy.

There is a distinction between the staff development activities and the time allocated for the successful completion of all that is necessary for the orderly opening and closing of school.

There shall be no fewer than eight days of inservice training and preparation for teachers for each school year. Two preparation days must immediately precede the opening of school for the regular term, and one preparation day must immediately follow the end of each semester. Teachers may not be required to participate in training or other activities outside the classroom on preparation days.

Teachers new to the school in any school year may be required to report for orientation and staff development activities for two (2) working days prior to the initial reporting days of returning teachers.

Teachers may be required during the school year to attend staff development sessions. At least 24 hours' prior notice shall be given. In the event such staff development activities occur during the instructional day, a substitute teacher shall be provided.

When practical, it is recommended that required staff development programs be conducted on the building or area basis.

#### Working with the Media

All contacts and responses to the media (print, broadcast, or television, etc.) shall be made through the office of the Chief Executive Officer. No employee may make statements or requests on behalf of the school unless prior authorization has been received from the Chief Executive Officer.

#### School Communications

All communications to employees shall be made in writing from the principal or Chief Executive Officer. Teachers may send notes and or letters to parents related to students' academic performance, behavior, attendance, etc.

Approval for school activities that involve outside persons and/or agencies should be made by the teacher and/or sponsor in writing to the principal.

#### Employee Recognitions

Efforts will be made to recognize employees for outstanding service and leadership. Employees who contribute to improving student performance and the general aspects of the school will be recognized.

### COMPLAINTS AND GRIEVANCES

The Dispute Resolution Process contained herein provides an employee or employees an orderly process for the prompt and equitable resolution of concerns regarding wages, hours and conditions of work. The Board of Trustees and the Administration of Northwest Preparatory Academy intend whenever feasible, concerns be resolved at the lowest possible administrative level.

The Chief Executive Officer, or his or her designee, has the discretion to consolidate two or more individual concerns when the concerns are sufficiently similar in nature and remedy to permit their resolution through one proceeding.

Levels I and II of the Dispute Resolution Process are closed to the public. No members of the public may attend except for the designated representative. Level III presentations to the Board may be closed upon request by the aggrieved employee.

An employee shall be entitled to representation at any and all meetings that directly relate to the issues which are being addressed in the Dispute Resolution Process. An employee may represent himself or herself or be represented by an individual of his or her choosing. An employee may not designate a representative who claims the right to strike.

The primary purpose of the Dispute Resolution Process is the resolution of concerns in an expeditious manner. The time frames set forth at each level of the process are maximums and whenever possible, the decision maker should render a decision or resolution within a shorter period of time.

All time frames shall be counted in calendar days, the first day commencing on the next calendar day after the motivating event that formed the basis of the complaint/dispute/concern. The time frame shall not include school designated holidays.

In the event a decision or resolution has not been rendered within the allotted time frame, an employee may appeal the lack of compliance with established time frames to the next level of the process. The employee may not file a separate grievance for failure to comply with established time frames under this policy.

Neither the Board nor the Administration shall retaliate against any employee for bringing a complaint under this policy.

All conferences shall take place during normal school hours. All participants, including witnesses, shall be released from regular duties and shall suffer no loss of pay or other benefits, if and only if, they receive prior approval from their immediate supervisor. In no instance shall regular instruction be interrupted.

The parties involved may mutually consent to modify the procedures as may be necessary to accomplish the goal of resolving disputes/concerns in the most efficient manner possible.

An employee may withdraw a concern/dispute at any time. Once withdrawn, a concern/dispute may not be reopened.

A dispute shall be considered withdrawn if an employee fails to pursue the dispute/concern or otherwise is deemed to be unreasonably protracting the process.

If at any level the Dispute Resolution Process the employee is granted the relief he or she has requested, the dispute/concern shall be deemed resolved. A resolved dispute/concern shall be provided in writing and may not be appealed to the next level of the Dispute Resolution Process.

An employee of Northwest Preparatory Academy may not use the Dispute Resolution Process to contest a termination of employment.

The optimal situation is for concerns or disputes to be resolved in an informal manner through open channels of communication. The staff members and employees of Northwest Preparatory Academy are



The principal, in cooperation with the sponsor, coach, or other person in charge of an extracurricular activity, may regulate the dress and grooming of students who participate in the activity. Students who violate these standards may be removed or excluded from the activity for a period determined by the principal or sponsor and may be subject to other disciplinary action.

### **VANDALISM AND DAMAGE TO SCHOOL PROPERTY**

Students shall not vandalize or otherwise damage or deface any property, including furniture and other equipment, belonging to or used by the Northwest Preparatory Academy Charter School or school staff or employees. Parents or guardians of students guilty of damaging school property or the property of school staff or employees shall be liable for damages in accordance with law. Students shall be responsible for the care and return of state-owned textbooks and may be charged for replacement of damaged or lost textbooks.

### **HAZING**

Hazing includes any willful act done by a student, either individually or with others, to another student for the purpose of subjecting the other student to indignity, humiliation, intimidation, physical abuse or threats of abuse, social or other ostracism, shame, or disgrace.

No students shall engage in any form of hazing, nor shall any student encourage or assist any other person in hazing. Students shall have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization.

### **TOBACCO USE**

Students in all grades shall not possess or use tobacco products, including but not limited to cigarettes, cigars, pipes, snuff, or chewing tobacco, on school premises or at school-related functions. *NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL* is tobacco-free school. Possession or use of tobacco products on school property is strictly prohibited.

### **DRUG/ALCOHOL USE (refer to Student Code of Conduct)**

No student shall possess, use, transmit, or attempt to possess, use, or transmit, or be under the influence of any of the following substances on school premises at a school-related activity, function, or event or off school premises when the student is to return to school.

"Use" means a student has smoked, ingested, injected, imbibed, inhaled, drunk or otherwise taken internally a prohibited substance.

"Under the influence" means a student's faculties are noticeably impaired, but the student need not be legally intoxicated.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances is also prohibited under this rule.

A student who uses a drug authorized by a licensed physician through a prescription specifically for the student's use shall not be considered to have violated this rule.

encouraged to resolve any and all differences in an informal setting, avoiding unnecessary waste of time and resources. If a concern or dispute can be resolved informally, it should be done so at any level of the Dispute Resolution Process.

Should informal discussions fail to resolve the concern or dispute, the employee may obtain a Dispute Resolution Form from the school office.

#### Formal Process (Level I)

An individual who has been unable to resolve a concern/dispute about wages, hours, or condition of work through the informal process, may file a Dispute Resolution Form within thirty (30) calendar days from the date of the alleged action/decision which forms the basis of the concern/dispute. If the employee did not learn of the action until a later date, the time shall be counted from the date a reasonable person should have learned of the action/decision through reasonable diligence.

The Dispute Resolution Form must clearly state the concern/dispute regarding an issue of wages, hours, or conditions of work. The Dispute Resolution Form must also clearly state a valid remedy that a supervisor may lawfully grant. A dispute Resolution Form may be rejected on the grounds that it is not a valid concern/dispute of wages, hours, and conditions of work or that no valid remedy has been stated or may be granted for the alleged act/decision.

The Dispute Resolution Form shall be filed with the principal or person who has direct supervision of that particular employee.

The immediate supervisor shall convene a conference with the employee within seven (7) calendar days of receipt of the Dispute Resolution Form. The conference is not an evidentiary or due process hearing. The conference is an informal conference for the sole purpose of discussing and resolving concerns or disputes of an employee with respect to wages, hours, or conditions of work. The conference may not be recorded in a manner by any person participating in, or attending the conference. The conference shall be held during normal school hours, except that no instruction shall be interrupted.

There shall be no cross-examination of any witnesses, nor shall this conference in any way resemble an evidentiary hearing. Each side will simply make presentations to the supervisor within the time restrictions set by the supervisor.

The supervisor, after considering the matters presented at the conference and any other information he or she may have, shall issue a decision or resolution with respect to the concern/dispute held by the employee. The decision/resolution shall be rendered no later than seven (7) calendar days from the date of the conference. The decision/resolution shall be provided to the employee on the original Dispute Resolution Form filed with the supervisor.

#### Level II

In the event the employee is not satisfied with the decision/resolution of the immediate supervisor or a decision/resolution is not rendered within the allotted time frame, an employee may appeal the concern/dispute to the next level (Level II) of the Dispute Resolution Process. If the immediate supervisor has not issued a decision/resolution, the employee shall request the return of the original Dispute Resolution Form for filing at Level II.

An employee must file the appeal within seven (7) calendar days of decision/resolution or lack thereof with the Chief Executive Officer. The appeal shall be filed by forwarding the original Dispute Resolution Form to the Chief Executive Officer. The Chief Executive Officer shall convene a conference within ten (10) calendar days of the date of receipt of the Dispute Resolution Form. The conference shall be held during normal school hours of the employee requesting the conference.

The conference is not an evidentiary or due process hearing. The conference is an informal conference for

the sole purpose of resolving concerns or disputes of an employee with respect to weages, hours, or conditions of work. The conference shall be recorded by a court reporter paid for by the school. The employee shall be allotted a specific amount of time to present his or her concerns. The employee may present witnesses and submit any documentation he or she may have. The immediate supervisor shall be allotted the same amount of time for the presentation of his or her position. He or she may also submit any documentation on the issue.

There shall be no cross-examination of any witnesses, nor shall this conference in any way resemble an evidentiary hearing. Each side will simply make presentaitons to the Chief Executive Officer within the time erestrictions set.

The Chief Executive Officer, after considering the matters presented at the conference and any other information he or she may have, shall issue a decision or resolution with respect to the concern/dispute held by the employee. The decision/resolution shall be rendered no later than seven (7) calendar days from the date of the conference. The decision/resolution shall be provided to the employee on the original Dispute Resolution Form filed with the supervisor.

#### Level III

In the event that the employee is not satisfied with the decision/resolution of the Chief Executive Officer or a deceision/resolution is not rendered within the allotted time frame, an employee may appeal the concern/dispute to the next level (Level III of the Dispute Resolution Process. If the immediate supervisor has not issued a decision/resolution, the employee shall request the return of the original Dipute Resolution Form for filing at Level III.

An employee must file an appeal within seven (7) calendar days of decision/resolution or lack thereof with the Board of Trustees. The appeal shall be filed by forwarding th original Dispute Resolution Form to the Secretary of the Board of Trustees. The Form should be accompanied by a cover letter addressed to the President of the Board of Trustees requesting a hearing.

The Board of Trustees will make eveery effort possible to hear the concern/dispute within thirrtty (3) days of its receipt. Each party, the employee and the immediate supervisor, shall be entitled to make oral arguments before the Board within time restrictions set by the Board.

After hearing and considering the concern of the employee and the response of the administration, the Board may choosse to issue a disposition of the concern/dispute or may choose not to act on the the concern or dispute. If the Board chooses to issue a disposition, it shall be done in wirting no later than the regularly scheduled Board meeting. The disposition shall be addresses to the employee and the immediate supervisor.

#### Level IV

If the employee is not saatisfied with the decision/resolution of the Board of Trustees, the employee may take additional action as provided by policy of the State Board of Education or as may be provided by feederal or state law.

### EMPLOYEE CONDUCT AND WELFARE

#### Prohibited Conduct

#### Definitions

- a. "Immorality" is conduct which the Board determined is not in conformity with the accepted principles of right and wrong behavior or which the Board determines is contrary to the moral standards which are accepted within the school.

b. "Moral turpitude" is an act of baseness, vileness, or depravity in the private or social duties which a person owes another member of society in general and which is contrary to the accepted rule of right and duty persons between persons. Examples, but not by way of limitation, are theft, or attempted theft, swindling, forgery, indecency with a minor, prostitution, and the like.

c. "Workplace" is defined to mean the site for performance of work done in connection with all assignments or duties of one's employment with Northwest Preparatory Academy. This included any school building or any school premises; any school-owned vehicle or any other school-approved vehicle use to transport students to and from school or school activities; off school property during any school-sponsored or school approved activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the school.

#### Values, Expectations, and Responsibilities

##### Values

Northwest Preparatory Academy recognizes that promoting a safe, and positive work environment contributes to the fulfillment of the school's mission, which is to provide for the maximum intellectual, social, emotional, and physical growth of students.

##### Employee Expectations

The employee can expect:

- a supervisor who follows Northwest Preparatory Academy Policy in relation to wages, hours, and conditions of work,
- a procedure for resolving employment disputes,
- a respectful relationship with colleagues and supervisors,
- a safe and healthy work environment, and
- training or staff development to be available.

##### Employee Responsibilities

The employee is responsible for:

- arriving at work on time every day and following attendance procedures,
- satisfactorily completing the duties as specified by the job description and/or contract, if any,
- relating to colleagues and supervisors with respect, courtesy, and in a professional manner,
- spending the work day on work-related activities to the exclusion of personal business,
- dressing in a manner that is appropriate for the job assignment and that reflects positively on the school,
- recognizing that employment with Northwest Preparatory Academy is not guaranteed, but dependent on employee performance, budget and need, and
- following the established rules of behavior for Northwest Preparatory Academy and society in general as defined by local, state, and federal laws.

##### Controlled Substances (All Employees)

It shall be the policy of Northwest Preparatory Academy to provide a drug-free workplace for the purpose of establishing a work environment, that is legal and safe for all employees, students, and patrons.

Employees of Northwest Preparatory Academy shall be prohibited from the following activity or conduct while in or on the workplace as defined by the preceding policies: (1) using, possessing, manufacturing, dispensing, distributing, or being under the influence of prohibited drugs or narcotics; or (2) testing positive on a drug test. A refusal to test or inability to test will be deemed as a positive test.

For the purposes of this policy a prohibited drug or narcotic is defined to include those controlled substances identified by the Texas Controlled Substances Act, the Texas Health and Safety Code, schedules I through V of Section 202 of the Federal Controlled Substances Act, 21 U.S.C. 812 and 21 CFR 1308.15. This list of prohibited drugs and narcotics includes, but is not limited to, the following; narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, and inhalants. A prohibited drug or narcotic shall not include any substance prescribed by a licensed physician in the course of medical treatment.

As a condition of employment, each employee shall notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, or for any charge to which the employee enters a plea of guilty or nolo contendere and receives deferred adjudication. Such notification shall be provided no later than 5 days after such conviction.

As a condition of employment, each employee shall abide by the terms of the school policy respecting a drug-free workplace.

All Northwest Preparatory Academy employees are subject to reasonable suspicion testing.

An employee who violated the terms of this policy will be subject to termination, except where an employee voluntarily admits illegal drug use prior to the initiation of any drug testing and obtains counseling or rehabilitation, or thereafter refrains from using illegal drugs.

Sanctions against employees, including termination, shall be in accordance with applicable prescribed Board Policies and Procedures. The administration shall develop and distribute to each work location detailed instructions for use in the Drug Free Work Place Program.

#### Alcohol (All Employees)

Employees of Northwest Preparatory Academy shall be prohibited from the following conduct while in or on the workplace as defined in the preceding policy: (1) using, possessing, or being under the influence of alcohol or alcoholic beverages; and/or (2) testing positive on an alcohol test (i.e. an alcohol concentration of 0.02 or greater). A refusal to test or inability to test will be deemed a positive result.

As a condition of employment, each employee shall notify his or her supervisor of a conviction of a DWI, or for any alcohol related charge to which the employee enters a plea of guilty or nolo contendere and receives deferred adjudication. Such notification shall be provided no later than 5 days after such conviction.

All employees are subject to reasonable suspicion testing.

#### Weapons

No employee, other than one specifically authorized, is permitted to possess or use any of the weapons defined in the Section 46.01, Texas Penal Code, and Section 37.125, Texas Education Code, while on school property, or while working in the scope of assigned duties, or while attending any school sponsored activity.

#### Criminal History Record Checks-All Employees

A criminal background check will be conducted on all active Northwest Preparatory Academy employees annually.

The Board of Trustees will assess the records of employees found to have criminal records which would bar them from employment with the school. The Board will use the following guidelines to determine if an employee should be recommended for termination based on his or her criminal record.

- A. If the employee did not disclose a prior record when requested at the time of employment, that employee shall be immediately recommended for termination.
- B. If the background check discloses an offense that occurred after the date of employment, a recommendation for termination will be based on the same criteria as required for new hires.
- C. If the employee was not asked to divulge any previous convictions as a prerequisite to employment, a recommendation for termination will be based on the same criteria as required for new hires.

Employees are required to notify the school within 30 days should they be charged with, convicted of, granted deferred adjudication, or if they have entered a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude. This notification must be made in writing to the Chief Executive Officer. Failure to make such notification may result in termination of employment.

Any Northwest Preparatory Academy employee is subject to suspension without pay when the school becomes aware of any pending charges; previous convictions, or adjudications. A determination regarding specifically what action, if any, to take will be made: (1) after the disposition of pending charges; and/or (2) after a recommendation is made to the Board by the Chief Executive Officer.

Any Northwest Preparatory Academy employee is subject to termination for a conviction, receipt of deferred adjudication, or entry of a plea of guilty or nolo contendere to any felony or any misdemeanor involving moral turpitude. In addition, if an offense was of such nature to warrant termination for good cause, the school may initiate a termination recommendation prior to a disposition by the courts.

The preceding in no way diminishes an eligible employee's right to due process.

#### Protection from Physical Assaults

The school shall take reasonable steps to provide a safe environment for its students and employees. An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student or other person.

An employee of the school who is physically assaulted during the performance of his/her duties is entitled to the number of days of personal illness days necessary to recuperate from all physical injuries sustained as a result of the assault. At the request of the employee, the principal must immediately assign the employee to assault leave status which means that the days of leave needed to recuperate from physical injuries sustained as a result of assault shall not be charged against the employee's accrued personal illness days. The period shall not extend more than two years beyond the date of the assault.

After investigation of the claim, the school may change the assault leave status and charge the leave against the employee's accrued personal illness days or against the employee's pay if sufficient accrued personal illness days are not available.

#### Reports of Alleged Wrong/Doing/Unethical Conduct and other Concerns

The Board of Trustees desires to provide a uniform system which adequately addresses the needs and concerns of all school employees. The Board therefore encourages employees and others connected with Northwest Preparatory Academy to bring forward reports in the form of complaints, comments, and

suggestions in order to maintain effective and efficient operations, free of disruptions which detract from the school's main objective of educating children.

This policy not only applies to school employees, but is also available to parents, students, patrons of the school, and the general public.

The President of the Board of Trustees is the designated clearinghouse for all reports of wrongdoing and for the coordination of resolutions.

The First Amendment of the United States Constitution prohibits the government from creating laws which abridge the freedom of speech. Under Article 1, Section 8 of the Texas Constitution, every person shall be at liberty to speak, write or publish his opinions on any subject, being responsible for the abuse of that privilege; and no law shall ever pass curtailing the liberty of speech. This policy is not intended to abrogate any individual's state and federal constitutional right to free speech on matters of public concern or to inhibit an employee's right to participate in political affairs in the employee's community, state, or nation as provided under the Texas Education Code Section 21.407(b). These rights must be exercised responsibly and within the context of the school's right to maintain and secure an effective and efficient workplace and school operations free of disruptions which detract from the school's objective of educating children.

#### Employee Organization Rights and Privileges As Related to Non-Jeopardy

No employee shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of membership, non-membership, activity, or non-activity in an employee organization, as provided for in Section 21.407 - 21.408 of the Texas Education Code.

#### Outside Employment and Personal Activities

Teachers employed for additional teaching shall be limited to twelve (12) hours per week. Those who are employed in any capacity outside the school shall be limited to twelve (12) hours per week.

This same rule is applicable to all employees of Northwest Preparatory Academy, but includes only normal work days; i.e., Monday through Friday.

Any other aspect of an employee's personal life shall not be a concern of the Board except as it may directly affect the performance of the employee in his/her assigned duty.

#### Political Activities

All employees of Northwest Preparatory Academy shall have the liberty of political action when not engaged actively in their employment, provided such action does not impair their usefulness in their respective capacities.

All employees shall be free from political coercions, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of Northwest Preparatory Academy.

All employees are, however, forbidden to use school property during school hours for any political party activities or political efforts related to the election of public officials.

Use of political materials for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others. He must also be sure that the material presented has a legitimate relationship to the unit of study

Section 21.904 of the Texas Education Code provides that:

- (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.

#### Conflicts of Interest

No members of the Board of Trustees or employee of Northwest Preparatory shall engage in any activity that would be considered a conflict of interest. No member of the Board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any such member shall disclose such interest and refrain from voting.

All members of the Board, administrators, and employees shall be required to sign a Conflict of Interest Statement upon employment.

#### Smoking and Tobacco Use

Northwest Preparatory Academy, its buildings and grounds, shall be smoke and tobacco-free.

#### Solicitations

No representative of a commercial organization shall be allowed to solicit individual sales to teachers during the school day. This includes faculty meetings.

#### Reporting of Suspected Child Abuse

Employees are required by law to report any evidence or suspicion of the abuse of a child. Teachers should initially report evidence or suspicion of child abuse to the principal. The principal will notify the proper authorities.

#### Asbestos Management Plan

Northwest Preparatory Academy is required by law to develop an Asbestos Management Plan. The Chief Executive Officer shall be the designated person to carry out the plan. Upon development of this plan, employees, parents, and students will receive a copy.

### GENERAL PROCEDURES

#### Bad Weather Closings

In the event of inclement weather, or other reasons that the opening of school is delayed or schools will be closed, local broadcast news sources will be utilized. The information will also be available on the school's 24-Hour Information Line by 6:00 a.m. of the morning in question.



## Security

Teachers are ultimately responsible for the security and safety of students. Any activity that may threaten the safety or security of the students and property should be reported to the principal immediately.

## Purchasing Procedures

Requisitions for the purchase of instructional materials and equipment should be forwarded to the principal for approval. The principal will forward approved requisitions to the Chief Executive Officer.

## Buildings and Facility Usage

Buildings and facilities shall be used for instructional and instructional related purposes. No employee may utilize buildings, facilities, equipment, or supplies for reasons other than to provide instruction to students enrolled in Northwest Preparatory Academy.

## Name and Address Change

Employees shall provide name and address change information to the Chief Executive Officer within seven (7) calendar days of the occurrence.

## Personnel Records

The personnel records of all employees shall remain confidential and secured. Only administrative personnel shall have access to employee personnel records.

## SUSPENSION/TERMINATION OF EMPLOYMENT

### Notice to the Commissioner of Education

The Chief Executive Officer shall notify, in writing, the Commissioner of Education if the Board of Trustees terminates the employment of an employee because he or she committed an act involving;

- a. any form of sexual or physical abuse of a minor or other illegal conduct with a minor;
- b. the possession, transfer, sale, or distribution of a controlled substance;
- c. the illegal transfer, appropriation or expenditure of school property or funds;
- d. an attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a profession position or receive additional compensation associated with a position; or
- e. commission of a crime, any part of which occurred, on school property or at a school-sponsored event.

The Chief Executive Officer shall notify the Commissioner of Education when an employee resigns and reasonable evidence supports a recommendation by the CEO to terminate employment for one of the circumstances specified above in (a) through (e).

The notice will be transmitted after Board approval of the dismissal, an acceptance of the resignation, or after documented evidence of a conviction is received. Said notice will include the specific reasons and circumstances and the effective date of the Board's action.

If an employee submits a resignation in lieu of being terminated, the employee will be notified in writing

prior to acceptance of the resignation that the notice will be sent to the Commissioner which may result in sanctions against the employee's certificate, if applicable.

#### Suspensions

All employees may be suspended by the appropriate administrator with or without pay pending a conference if the administrator has reason to believe that:

- a. The employee is incapable of performing his/her assigned duties, or
- b. The employee's presence will place other employees, students, their property, or that of the school in danger, or
- c. The employee's presence will create substantial disruption of the working conditions, or
- d. The employee refuses to perform his/her assigned duties.

#### Terminations

An employee may be terminated immediately by the Chief Executive Officer when it is determined that it is in the best interest of the school to do so.

An employee may be terminated for any of the following reasons:

- unsatisfactory performance of assigned duties;
- insubordination (failure to follow a lawful order or directive);
- immorality;
- conviction of a felony or crime involving moral turpitude;
- physical or mental incapacity to perform assigned duties;
- absence for three consecutive working days without notifying the school;
- overstaying an approved leave of absence or scheduled holiday by one (1) day;
- excessive absence or tardiness;
- theft;
- physical assault or physical violence;
- disruptive activities;
- giving a false reason for a paid leave of absence;
- falsifying information on the employment application form regardless of when falsification is discovered;
- possession, use or being under the influence of drugs or alcohol while on school property.

#### Suspensions

Procedures shall provide means for discipline of personnel short of termination. Disciplinary action may include time limited suspensions with or without pay. Employees who are placed on time limited suspensions may return to work after completing the period of suspension. Violation of the terms of return to work established will result in immediate termination.

The Chief Executive Officer may suspend a teacher or administrator with pay pending the investigation of any charges against the teacher or administrator or when the CEO determines it is in the best interest of the school to do so.

The Chief Executive Officer may suspend a teacher or administrator without pay after a proposed recommendation to terminate the employee has been made to the Board, a hearing has been requested by the employee and the scheduled hearing has been postponed at the request of the employee. The effective date of any suspension without pay shall be from the date on which the hearing was scheduled.

### Resignations

An employee may resign from his or her position with Northwest Preparatory Academy after giving a notice of no less than fourteen (14) days. Employees who resign must complete an exit interview with the Chief Executive Officer.

### Necessary Reductions in Workplace

An employee may be released from employment with Northwest Preparatory Academy at any time during the school year because of a necessary reduction of personnel by the school.

**Northwest Preparatory Academy  
1999-2000 Teacher Salary Schedule**

00148

Experience	Bachelors (Certified)	Bachelors (Non-certified)	Experience	Masters (Certified)	Masters (Non-certified)
0	\$31,000	\$29,000	0	\$32,000	\$31,500
1	\$31,500	\$29,750	1	\$33,175	\$31,950
2-4	\$32,000	\$30,000	2-4	\$33,750	\$32,350
5-6	\$32,500	\$30,250	5-6	\$34,325	\$32,850
7	\$33,000	\$30,500	7	\$34,900	\$33,250
8	\$33,500	\$30,750	8	\$35,475	\$33,700
9-10	\$34,000	\$31,000	9-10	\$36,050	\$34,150
11+	\$34,500	\$31,250	11+	\$36,625	\$34,600

TEXAS EDUCATION AGENCY  
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT  
BIOGRAPHICAL AFFIDAVIT  
(Print or Type)

Full name of Sponsoring Entity and Name of Proposed Charter School: Miracle Educational Systems – Northwest Preparatory Academy

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

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

1. Full Name (Initials Not Accepted): Erik Lamont Singleton

2. Have you ever had your name changed? No If yes, give a reason for the change:

b. Maiden Name (if female)

c. Other names used at any time NONE

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: 03-19-68, Houston, TX

5. Business Address: 11500 Northwest Freeway, Ste. 490, Houston, TX 77092  
Business Telephone: (713)688-3600

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>7/99-Present</u>	<u>10428 Cashel Forest</u>	<u>Houston, TX</u>	<u>77069</u>
<u>5/96-7/99</u>	<u>2431 FM 1960W#2803</u>	<u>Houston, TX</u>	<u>77068</u>
<u>7/94-5/96</u>	<u>10519 Wayward Wind</u>	<u>Houston, TX</u>	<u>77064</u>
<u>5/91-7/94</u>	<u>2402 Bammelwood #1204</u>	<u>Houston, TX</u>	<u>77068</u>
<u>1/89-5/91</u>	<u>Paul Quinn College Campus</u>	<u>Dallas, TX</u>	<u>75241</u>

7. Education: Dates, Names, Locations and Degrees

College: 1991 Paul Quinn College, Dallas, TX, B.S. Elementary Ed.

Graduate Studies:

Others

8. List Memberships in Professional Societies and Associations: National Association of Private Schools

9. Present or Proposed Position with the Proposed Charter School: Chief Executive Officer

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
7/99-Present	MES	11500 NW Frwy., Ste. 490, Houston, TX 77092	Exec. Director
8/91-7/99	Wonderland Pvt. School,	5724 Calhoun Rd. Houston, TX 77021	Admin./Teacher
1/89-5/91	Paul Quinn College,	Dallas, TX	Full-time Student
2/88-12/89	Mosley & Mosley, CPA	Houston, TX	Accounting Clerk

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12.a Have you ever been in a position which required a fidelity bond? No

If any claims were made on the bond, give details:

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No

If yes, give details:

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? Yes

If yes, give details:

16. Have you ever been adjudged bankrupt? No

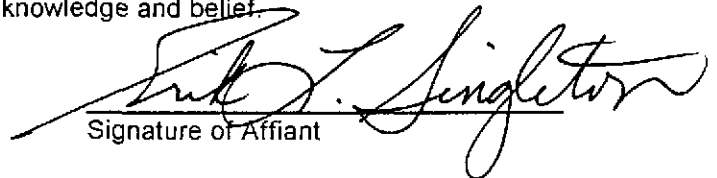
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details:

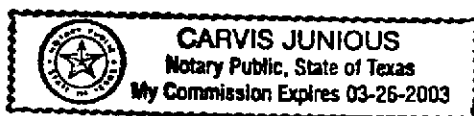
Date and signed this 28th day of March, 2000, at Houston, Harris County, TX.  
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

  
Signature of Affiant

State of Texas  
County of Harris

Personally appeared before me the above named Erik L. Singleton  
Personally known to me, who being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2000.



SEAL

Notary Public Carvis Junious  
My commission expires March 26, 2003

# **NORTHWEST PREPARATORY ACADEMY**

## **DRAFT PARENT/STUDENT HANDBOOK**

**2000-2001  
SCHOOL YEAR**



**NORTHWEST PREPARATORY ACADEMY  
PARENT/STUDENT HANDBOOK**

Table of Contents

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- Parent Involvement: Rights and Responsibilities
- Code of Student Conduct and Discipline Management Plan
- Placement of Students with Disabilities
- Student Attendance
- 2000-2001 Dress/Grooming Code
- Vandalism/Hazing
- Tobacco/Drug/Alcohol Use
- Weapons/Assault
- Disruption of Classes
- Prior Review of Materials
- Secret Societies
- Paging Devices, Cellular Telephones
- Discipline: Specialized Needs for Handicapped Students
- Alternative Education Programs
- Police Questioning/Punishment
- Student Rights

## *Parent Involvement, Rights, and Responsibilities*

Education succeeds best when there is a strong partnership between home and school, a partnership that thrives on communication. Parents are partners with teachers, administrators, and the Board and are encouraged to:

1. Acknowledge receipt of the Code of Student Conduct and the consequences to students who violate Northwest Preparatory Academy Charter School Disciplinary Policy. Parents/guardians should also let Northwest Preparatory Academy Charter School know, within 10 days of receipt of this information guide, if they object to the release of "directory information" on their child(ren). A Parent Acknowledgment form is provided for signature and return to the school by August 31, 2000.
2. Encourage your child to put a high priority on education and to commit to making the most of the educational opportunities provided by the school.
3. Become familiar with the academic program offered in the Northwest Preparatory Academy Charter School and feel free to ask the principal any questions, including concerns about placement, assignment, or early graduation.
4. Attend board meetings to learn more about ongoing operations of the Charter school.
5. Become a school volunteer. Contact your child's school to find out about opportunities for participation in the Parent-Teacher Organization, Volunteer Program and campus mentor programs, etc.
6. Participate in campus parent organizations. The activities are varied, ranging from club boosters to campus and school committees that assist the Board of Trustees in formulating educational goals and objectives for Northwest Preparatory Academy Charter School.

The newly-adopted Texas Education Code includes a chapter guaranteeing that parents and other persons standing in a parental relationship to students have and can exercise certain rights relating to the student's education. Many of these rights are practices and policies that NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL WILL MAKE AVAILABLE TO PARENTS. AS A PUBLIC SERVICE AND TO make you fully aware of this law that directly affects you and your child in NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL, WE ARE PROVIDING THE FOLLOWING SUMMARY OF CHAPTER 26. If you desire a copy of the full text of the chapter, please contact the Superintendent's Office.

### *Academic Programs*

Parents have the right to ask the Principal to transfer their child to another school by following a specific procedure available from the Superintendent/CEO and to appeal the Superintendent/CEO's decision to the school board if the request is denied.

You have the right to ask the principal of your child's school to transfer your child to another classroom so long as the transfer of your child does not affect another child's class assignment and to appeal to the Superintendent/CEO and the school board if your request is denied. The Board's decision is final and cannot be appealed to any other authority.

Your have the right to ask that a specific course be added to the school's offerings if there is enough interest to make it economically practical to add the course and to ask that your child be permitted to attend a class above his or her grade level and receive credit for it, unless the

administrators designated by the Board expect that your child could not perform satisfactorily in the class. You also have the right to request that your child be permitted to graduate in less than four years if he or she has completed all the Northwest Preparatory Academy Charter school's graduation requirements and to participate in graduation ceremonies at that time.

### *Student Records*

A student's school records are confidential and are protected from unauthorized inspection or use. A cumulative record is maintained for each student from the time the student enters Northwest Preparatory Academy Charter School until the student withdraws or graduates. This record moves with the student from school to school.

By law, both parents, whether married, separated, or divorced, have access to the records of a student who is under 18 or a dependent for tax purposes. A parent whose rights have been legally terminated will be denied access to the records if the school is given a copy of the court order terminating these rights.

The principal is the custodian of all records for currently enrolled students at the assigned school. The Superintendent/CEO is the custodian of all records for students who have withdrawn or graduated. Records may be reviewed during regular school hours upon completion of the written request form. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

Parents of a minor or of a student who is a dependent for tax purposes, the student (if 18 or older), and school officials with legitimate educational interests are the only persons who have general access to a student's records. "School officials with legitimate educational interests" include any employees, agents, or Trustees of the Northwest Preparatory Academy Charter School, of cooperatives of which the Northwest Preparatory Academy Charter School is a member, or facilities with which the Northwest Preparatory Academy Charter School contracts for the placement of students with disabilities, as well as their attorneys and consultants, who are: (1) working with the student; (2) considering disciplinary or academic actions, the student's case, an Individual Education Plan (IEP) for a student with disabilities under IDEA or an individually designed program for a student with disabilities under Section 504; (3) compiling statistical data; or (4) investigating or evaluating programs.

Certain other officials from various governmental agencies may have limited access to the records. The Northwest Preparatory Academy Charter School forwards a student's records on request and without prior parental consent to a school in which a student seeks or intends to enroll. Parental consent is required to release the records to anyone else. When the student reaches 18 years of age, only the student has the right to consent to release records. The parent's or student's right of access to, and copies of, student records does not extend to all records. Materials that are not considered educational records, such as teacher's personal notes on a student that are shared only with a substitute teacher, records pertaining to former students after they are no longer students in the Northwest Preparatory Charter School, and records maintained by school law enforcement officials for purposes other than school discipline do not have to be made available to the parents or student.

A student over 18 and parents of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the Northwest Preparatory Academy Charter School refuses the request to amend the records, the requestor has the right to a hearing. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the students are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the U.S. Department of Education if they believe the Northwest Preparatory Academy Charter School is not in compliance with the law regarding student records.

A record of disclosure of personally identifiable information is maintained and available for the parent's inspection. Some items of information are directory in nature and may be released to anyone, without consent, unless the parent objects to its release in writing within ten (10) school days after the issuance of this notice. The following is directory information: a student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received in school, most recent previous school attended, and other similar information. Objections to release of any or all directory information should be directed to the Principal.

Copies of records are available at a minimal cost, payable in advance. Parents may be denied copies of records (1) after the student reaches age of 18 and is no longer a dependent for tax purposes; (2) when the student is attending an institution of post-secondary education, or (3) if the parent fails to follow proper procedures and pay the copying charge; or (4) when the Northwest Preparatory Academy Charter School is given a copy of a court order terminating the parental rights. If the student qualifies for free or reduced-price meals and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record will be provided at no charge.

Please contact the Principal or Superintendent/CEO if you have questions regarding this notice. Copies of the Northwest Preparatory Academy Charter School's student records may be obtained at the Superintendent/CEO's office.

In regard to Special Education students, parents will be notified when any information that specifically identifies the student is no longer needed. If the parent requests destruction of the information and the time established by law for retention has expired, the records will be destroyed. However, if the retention period established by law has not expired, the material will be deleted from the records, but the records will be maintained until the time has expired.

#### *State Testing Materials and Classroom Teaching Materials*

You have the right to see the questions and answer keys to all state testing materials that have been released to the public by the Texas Education Agency after they have been administered to your child. You also have the right to review all textbooks, teaching materials, and other teaching aids used in your child's class and to review all examinations after they have been administered. Classroom teaching materials will be made available during reasonable hours specified by the campus principal.

### ***Board Meetings***

You continue to have the right you have always had under the Texas Open Meetings Act to attend all portions of board meetings that are open to the public.

### ***Full Information About Your Child***

You have the right to full information about school activities involving your child, other than activities relating to a report of suspected child abuse or neglect. Northwest Preparatory Academy Charter School employees who attempt to encourage or coerce your child to withhold information from you may be disciplined, if warranted.

### ***Consent for Certain Activities***

We must receive your written consent before your child is given a psychological examination, test, or treatment, unless the examination, test, or treatment is part of a child abuse or neglect investigation. We must also receive your written consent before any school employee makes a videotape of your child or an audio recording of your child's voice, with certain exceptions. We are not required to obtain your written consent for audio or video recording that is used for safety (such as maintaining order and discipline in common areas of the school and on school buses) for a co-curricular or extracurricular activity, or for regular classroom instruction.

### ***Exemption from Instruction***

You have the right to temporarily remove your child from a class or other activity that conflicts with your religious or moral beliefs. To exercise this right, you must give your child's teacher a written statement authorizing the removal. This right cannot be used to exempt your child from a test or to avoid a subject for an entire semester. Your child must still satisfy grade level and graduation requirements in a manner acceptable to the Northwest Preparatory Academy Charter School.

### ***Complaints and Fees for Copies***

If you believe the Northwest Preparatory Academy Charter School or a school employee has violated one of your parental rights under law, you may present a complaint to the Board by following the steps set out in policy GF(Local) of the Northwest Preparatory Academy Charter School's adopted policies. We have the right to charge a reasonable fee for providing you copies of records and instructional or testing materials if you request copies.

### ***Protection of Student Rights***

The school will notify parents of the right to inspect all instructional materials to be used in connection with a survey, analysis, or evaluation as part of a federally funded program. Notice will be sent home before such a survey, analysis, or evaluation is administered, and parent

consent (or student consent if age 18 or older) will be requested if information regarding any of the following is part of the survey, analysis, or evaluation: (1) political affiliations, (2) mental and psychological problems potentially embarrassing to the student or family, (3) sex behavior and attitudes, (4) Illegal, anti-social, self-incriminating, and demeaning behavior, (5) critical appraisals of other individuals with whom the student or the student's family has close family relationship, (6) legally recognized privileged or analogous relationships, such as lawyers, physicians, and ministers, (7) Income, other than as required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

***Student Right to Pray (TEC 25.901)***

The school recognizes a student's right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. The school will not require, encourage, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL Code of Student Conduct (Section 37, Texas Education Code) and Charter school

# Discipline Management Plan

## *INTRODUCTION*

The goal of *NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL* is to provide students with a quality educational program. That goal may only be achieved in an environment that promotes cooperation and is free from disruptions which interfere with the educational process. The Northwest Preparatory Academy Charter School is committed to those rights of students recognized and protected under state and federal law, but it also expects students to behave in an appropriate manner and to contribute in a positive way to the school community. A proper balance between rights and responsibilities is essential if the charter school is to provide an educational system which allows students to develop to their fullest potential.

## *RESPONSIBILITIES OF MEMBERS OF THE SCHOOL COMMUNITY*

Administrators have the responsibility to:

- Ensure an effective instructional program for all students.
- Implement policies, rules, and regulations which facilitate the establishment and maintenance of an atmosphere conducive to learning.
- Attempt to solve school-related problems or conflicts of students, staff, parents, and community.
- Ensure that the rights of students are protected.
- Respond to discipline problems referred to them by teachers.
- Encourage and facilitate parent communications with the school, including participation in parent-teacher conferences and parent training workshops.
- Implement and evaluate the discipline management plan.
- Serve as appropriate role models for students in accordance with the standards of the profession.
- Comply with the Northwest Preparatory Academy Charter School and school policies, rules, regulations, and directives.

Teachers have the responsibility to:

- Recognize and respect the rights of students.
- Prepare and implement lesson plans and learning activities which provide an effective educational program for each student.
- Maintain an orderly classroom.
- Deal with discipline problems reasonably, fairly, patiently, and without provocation.
- Notify parents of their child's progress and any significant changes in achievement and/or behavior.
- Participate in helping to identify and resolve school-related concerns.
- Use appropriate discipline management techniques.

- Serve as appropriate role models for their students, in accordance with the standards of the teaching profession.
- Comply with the Northwest Preparatory Academy Charter School and school policies, rules, regulations, and directives.

Parents have the responsibility to:

- Make every effort to provide for the physical and emotional needs of the child.
- Establish and maintain, in the home, a positive attitude toward education.
- Show an active interest in the child's school work and progress.
- Discuss report cards and school assignments with their child.
- Assist the child to be neat, clean, well-groomed, and properly attired.
- Ensure the child's regular daily attendance.
- Report and explain any absence to the school.
- Teach the child to pay attention and to obey the rules.
- Encourage and lead the child to develop proper study habits at home.
- Participate in parent-teacher conferences to discuss their child's school progress.
- Attend parent training workshops as needed.
- Keep informed of school policies and academic requirements of school programs.
- Maintain up-to-date home, work, and emergency telephone numbers and other pertinent information at the school.
- Be sure their child attends school tutorials when required or as the need arises.
- Control their child. Under the Family Code, a student's parent is legally liable for property damage proximately caused by (a) the negligent conduct of the student if such conduct is reasonably attributable to the negligent failure of the parent to exercise that duty, or (b) the willful or malicious conduct of a student who is at least 12 but under 18 years of age.
- Submit annually a signed statement that they understand and consent to the responsibilities outlined in this plan.

Students have the responsibility to:

- Attend all classes daily and on time.
- Be prepared for each class with appropriate materials and assignments.
- Be neat, clean, well-groomed, and properly attired.
- Show respect for all individuals and property.
- Follow the rules and regulations established by the school and the classroom teacher.
- Conduct themselves in a responsible manner.
- Seek help from school personnel when having school or personal problems.
- Pay required fees and fines, unless they are waived.
- Seek changes in school policies and regulations in an orderly and responsible manner through appropriate channels.
- Cooperate with staff in the investigation of disciplinary cases and volunteer information when the student has knowledge relating to a serious offense.



## *JURISDICTION*

The Northwest Preparatory Academy Charter School has jurisdiction over its students during the regular school day and while going to and from school on charter school transportation. The Northwest Preparatory Charter School's jurisdiction includes any activity during the school day on school grounds, attendance at any school-related activity, regardless of time or location, and any school-related misconduct, regardless of time or location which includes off-campus lunch. The charter school's jurisdiction also includes any student whose conduct at any time and in any place interferes with or obstructs the mission or operations of the charter school or the safety or welfare of students or staff members.

### *Northwest Preparatory Academy Charter School Code of Student Conduct*

All students are entitled to enjoy basic rights of citizenship recognized and protected by law for persons of their age and maturity. The school will foster a climate of mutual respect for the rights of others. Students are expected to respect the rights and privileges of other students, teachers, and the Northwest Preparatory Charter School staff. The Northwest Preparatory Academy Charter School's rules of conduct and discipline are established to achieve and maintain order in the school. Students who violate the rights of others or who violate Northwest Preparatory Academy Charter School or school rules will be subject to disciplinary measures designed to correct the misconduct and to promote adherence by all students to their responsibilities as citizens in the school community.

The administration and staff believes the most effective discipline results when students learn to take responsibility for their behavior within a school setting. Therefore, when a pupil is referred to the office for a disciplinary problem the principals will try to emphasize counseling and effective communications with parents. In addition, we will strive to exact disciplinary penalties in a clear and consistent manner.

NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL is committed to preserving a climate where teachers can teach and students can learn. Students are thus expected to follow behavior guidelines in order to contribute to an educational atmosphere that encourages learning.

The Northwest Preparatory Academy Charter School has authority over a student during the regular school day and while going to and from school on school transportation. The jurisdiction includes any activity during the school day on school grounds, attendance at any school-related activity, regardless of time or location, and any school-related misconduct, regardless of time or location. School guidelines for behavior and dress are in force at all school-sponsored activities regardless of time and/or location.

A violation of law and the student code of conduct involving retaliation against an employee, even though it occurs off school grounds and not at any school-related activity, is also subject to Northwest Preparatory Academy Charter School jurisdiction.

Students who choose not to follow the school rules and policies are subject to consequences. Students who are accused of misconduct have the right to tell their version of what happened. If the student or his/her parents believe that the student has been unjustly accused, they have the

right to appeal to the next higher authority in the following order: teacher or counselor, assistant principal, and principal.

NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL Code of Student Conduct applies to all school-sponsored and school-related activities, on or off campus. Students who violate these rules will be subject to disciplinary action and, when appropriate, will be referred to legal authorities for criminal prosecution for violations of law.

### ***Zero Tolerance Policy***

The following policy concerns the use of excessive physical violence and/or fighting with a fellow student, teacher, or other school official, or being in possession of an illegal weapon.

NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL strongly believes that all children deserve a safe and peaceful learning environment in which to learn. To accomplish this belief, students in all grades are working in a zero tolerance atmosphere toward fighting, excessive violence, and weapons on Northwest Preparatory Academy Charter School property or at school-sponsored events. Measures currently used for such violations are forfeiture of the privilege to attend or participate in extracurricular activities, parent conference, suspension, corporal punishment, in-school suspension, and possible expulsion. NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL is now adding the procedure of filing disruptive behavior charges and/or possession of an illegal weapon charge through the local law enforcement agencies. The local police will be notified, and students may be taken to the police station for investigation. Appropriate charges will be filed by the injured party and school officials.

In order to avoid problems, we suggest that any hint of future confrontations with students be reported immediately to the campus administration or central administration staff.

### **THIS POLICY WILL BE ENFORCED.**

The Northwest Preparatory Academy Charter School has developed a new Student Code of Conduct as required by law before September 1, 1996.

### ***The Purpose of the Student Code of Conduct***

Education in this community represents a significant commitment of financial and human resources. The benefits a student derives from this investment depend very much on the student's attitude toward learning and the student's adherence to high standards of behavior. The Student Code of Conduct that follows is the Northwest Preparatory Academy Charter School's specific response to requirements of Chapter 37 of the Texas Education Code. The law requires the Northwest Preparatory Academy Charter School to define misconduct that may or must result in a range of specific disciplinary consequences. This Code, adopted by the Board of Trustees provides information and direction to students and parents regarding standards of behavior as well as consequences of misconduct.

## ***PLACEMENT OF STUDENTS WITH DISABILITIES***

(Texas Education Code 37.004)

The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee. A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes if the student does not also meet the criteria for alternative placement in TEC 37.006(a) or 37.007(a).

### **STUDENT ATTENDANCE**

#### ***NON-COMPLIANCE OF COMPULSORY ATTENDANCE LAW***

If a parent or guardian fails to require a child to attend school for school periods as required by law, school officials will warn, in writing, the parent or guardian that attendance is immediately required. If the parent or guardian fails to comply, school officials may file a complaint against him/her in the local justice court. Any parent convicted of willfully violating compulsory attendance laws may be fined not less than \$5.00 nor more than \$50.00 for the first offense, not less than \$10.00 nor more than \$50.00 for the second offense, and not less than \$25.00 nor more than \$100.00 for the subsequent offenses. Each day the child remains out of school after the warning has been given may constitute a separate offense.

#### **STUDENT ATTENDANCE (Texas Education Code 25.087, Board policy FDD)**

A student may not be given credit for a class unless the student is in attendance for at least 90 percent of the days the class is offered. The exception being for extenuating circumstances as adopted by the local school board or the State Board of Education. The law provides for the setting up of attendance review committees, which will determine alternative methods of making up work and time lost to absences so that the student may regain lost credit.

##### **A. Extenuating Circumstances**

To receive credit in a class, a student must attend at least 90 percent of the days the class is offered. The actual number of days a student must attend in order to receive credit will vary, depending on whether the class is for a semester or a full year. A student who attends fewer than 90 percent of the days the class is offered cannot receive credit for the class unless the attendance committee finds that the absences are the result of extenuating circumstances.

When returning to school after an absence, a student must bring a note, signed by the parent, that describes the reason for the absence; notes signed by the student, even with the parent's permission, will be considered forgery and the student will be disciplined.

When a student's absence for personal illness exceeds three consecutive days, the student shall present a statement from a physician or health clinic verifying the illness or other condition that requires the student's extended absence from school. If the student has established a questionable pattern of absences, the attendance committee may also require a physician's or clinic's statement of illness after a single day's absence as one for which there are extenuating circumstances.

00163

The Board recognizes the following as extenuating circumstances for the purpose of granting credit for a class [FDD (LOCAL)]:

- 1) Board-approved extracurricular activity or public performance subject to limitations in FDD (LEGAL).
- 2) Required screening, diagnosis, and treatment for Medicaid-eligible students.
- 3) Documented health care appointment, if the student begins classes or returns to school on the same day as the appointment.
- 4) Temporary absence resulting from any cause acceptable to the teacher, principal, or superintendent, including personal illness, illness or death in the immediate family.
- 5) Juvenile court proceeding documented by a probation officer.
- 6) Absence required by state or local welfare authorities.
- 7) Family emergency or unforeseen or unavoidable instance requiring immediate attention.
- 8) Approved college visitation.

According to excused absence provisions in FDD (LEGAL), a student who is observing holy days, including days of travel to or from a site where the observance is held, the absence shall be excused provided conditions of FDD (LEGAL) are met and provided the parent, guardian, or person having custody or control of the student submits a written request prior to the absence.

Absences for which the student has shown extenuating circumstances and completed routine make-up work shall be considered days of attendance for computing the required percentage of days of attendance.

#### B. Attendance Committee Conditions for Awarding Credit

For absences evaluated by the attendance committee, the committee may impose conditions on the receipt of credit, such as requiring the student to:

- 1) Complete additional assignment as specified by the committee.
- 2) Satisfy time-on-task requirements before and/or after school.
- 3) Attend tutorial sessions as scheduled.
- 4) Attend Saturday classes.
- 5) Maintain the attendance standards for the rest of the semester.
- 6) Take an examination to earn credit in accordance with EEJA.

00164

In all cases, the student must also earn a passing grade in order to receive credit.

### C. Withdrawal for Non-Attendance

The Northwest Preparatory Academy Charter School may initiate withdrawal of a student for non-attendance under the following conditions:

- 1) The student has been absent 20 consecutive school days.
- 2) Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

The attendance committee's decision may be appealed to the Board by submitting a written request to the Superintendent, who shall proceed under Level Three of the student complaint policy FNG(LOCAL).

A student may be excused for temporary absence:

- 1) resulting from any cause acceptable to the teacher, principal, or superintendent.
- 2) for the purpose of observing religious holy days, including traveling for that purpose, if before the absence the parent submits a written request for the excused absence.
- 3) for treatment by health care professionals if the student begins classes or returns to school on the same day of the appointment or treatment.

A student whose absence is excused shall be permitted a reasonable time within which to make up work missed.

Texas Education Code states to receive credit in a class, a student must attend at least 90 percent of the days the class is offered. The actual number of days a student must attend in order to receive credit will vary, depending on whether the class is a designated one semester or full year course. A student who attends fewer than 90 percent of the days the class is offered cannot receive credit for the class unless the Attendance Review Committee finds that the absences are the result of extenuating circumstances.

Parents have the responsibility for seeing that these laws are observed and will, therefore, be notified when their son/daughter is absent whenever such notification is possible, unless the reason for the absence is known.

Students are expected to be in the school building and at their scheduled places on time. Ample time is scheduled for getting from one class to another, but an excessive amount of time is not allowed. It is each student's responsibility to make good use of his/her time.

There will be instances when a student cannot attend school; therefore, the following regulations will govern attendance and absences:

00165

## *Absence Classifications*

TRUANCY is an absence without approval of school officials or parents. Students will receive "0" for classes missed if a grade is given.

*EXTENUATING CIRCUMSTANCES* - Absences as noted in Section A above.

A note from a parent must accompany the student on his/her return to school. This note must explain the student's illness or other cause for absence and must be signed by the parent. A physician's verification will be required for illnesses which causes absences longer than three (3) consecutive days or if the reasons given for the absence(s) are suspect.

Medical doctor or dentist appointment: Appointments should be made after school hours when possible. If this is not possible, the appointment should be cleared by the school administrator.

Trips with parents, if pre-arranged with the school: Occasionally it is necessary for students to be absent due to family trips. If not pre-arranged such absences shall not be excused unless the trip was necessitated by an emergency. In these cases, the principal or designee will make the final determination.

Participation in school activities: The Principal is authorized to excuse absences incurred while a student participates in school-sponsored activities.

For each day of absence, upon the student's return to school he/she will be permitted one day for submission of required make-up work. When returning to school after an absence, a student must bring a note, signed by the parent, that describes the reason for the absence. Absence excuse notes signed by the student, even with parent permission, will be considered a forgery and the student will be disciplined accordingly.

If a student was present to receive an assignment and then is absent on the day it is due, the assignment is automatically due on the day the student returns to school.

Pre-announced test(s) will be due on the announced day.

Failure to make up assigned work within the time allotted by the teacher will result in a grade of zero ("0") for the assignment.

UNEXCUSED - is an absence that takes place with parental knowledge but not meet the guidelines for excused absences outline above or work missed due to an unexcused absence may not be made up for credit. If a grade is given on an assignment during the period of an unexcused absence, a "0" will be given for that period or subject-area assignment.

REQUESTED - If a student has an anticipated absence, it is necessary that the student understand clearly that prior arrangements are to be made for make-up work and any tests scheduled during the anticipated absence. Failure of the pupil to carry out the terms of the arrangement made with his/her teacher will necessarily result in forfeiting of the right to make up the work.

00166

**PARTICIPATION IN SCHOOL RELATED ACTIVITIES** - A student who is absent from school for any reason will not be allowed to participate in school related activities on that day or evening. Students must be in school at least half the school day to participate.

***Extracurricular Absences***

Senate Bill 1 legislative changes establish limits on absences for extracurricular activities. The rule established a maximum limit of ten times during the school year that a student may be absent from classes for extracurricular or other activities. It also requires students to maintain a 70 average or better in all classes in order to participate in extracurricular activities.

***\*Reporting Absences***

When a student is absent from school, the parent or guardian should call the attendance clerk by 9:30 a.m. to report the reason for the absence, and 1:30 p.m. if for good reason he/she is not able to attend school in the afternoon.

If a student has not reported to school for the day and misses any part of the day, he/she is required to come by the office and "sign in" so attendance records can be kept accurately. A written statement bearing the signature of a parent/guardian verifying the absence is necessary. A student who leaves campus for lunch but finds that there is a good reason why he/she should not return to school must have their parent/guardian report the absence no later than 1:30 p.m. \*If the absence is not reported properly, the student will receive an unexcused absence.

The written statement should be written on a full-signed sheet of paper, similar to the following:

September 8, 2000

Dear Attendance Secretary,

My son, John Doe, was absent on September 7th due to personal illness (describe briefly).

Parent's Signature

Date

Telephone numbers/home, work, other

\*see also Attendance sections in the individual campus portions.

**UNEXCUSED ABSENCES**

Students with excessive tardies and students with more than five unexcused absences in a semester or ten unexcused absences in a school year shall be subject to appropriate disciplinary action.

00167

## 2000-2001 DRESS/GROOMING CODE

The Northwest Preparatory Academy Charter School's dress and grooming code is established to teach grooming and hygiene, promote a positive self-concept, instill discipline, avoid safety hazards, prevent disruption, and teach respect for authority. Modesty, cleanliness, neatness and appropriateness are the standards which should be observed by all students in their personal dress and grooming. Because the school feels a definite responsibility to assist students in achieving these goals, the following guidelines are offered:

A standard code of dress will be in force for all students in pre-kindergarten through eighth grade.

All students enrolled in Northwest Preparatory Academy Charter School shall be required to wear uniforms as adopted by the Board of Trustees.

Specific uniform guidelines shall be available to parents upon enrollment of students.

Hair should be clean and neatly groomed. Extreme styles, as determined by school authorities, that might tend to disrupt normal school procedures will not be allowed.

Students are expected to wear clothes that would be considered appropriate for school. Keeping in mind the standards as stated above, each student is expected to dress in an appropriate manner and follow these basic guidelines:

1. No shoe taps, thongs, or bare feet are allowed.
2. "Special days" on which special dress is permitted will be designated by the principal.
3. No hats, caps or other headwear (visors, bandanas, etc.) will be allowed in any school building nor allowed in any classroom.
4. Sagged, baggy or oversized pants and tops (shirts, blouses, jerseys, etc.) will not be allowed. This policy will be strictly enforced.
5. Wallet chains, watch chains, or chains of any kind are prohibited.
6. Earrings/ear jewelry worn on the ear are permitted. Earrings/ear jewelry should not be distracting or be representative of any group, gang, or race. Other attached body jewelry such as nose studs, nose rings, eyebrow rings or any other attached body jewelry items are not allowed.

If the principal determines that student's grooming violates the dress code or presents a safety concern, the student shall be given an opportunity to correct the problem at school. If not corrected, the student shall be assigned to in-school suspension for the remainder of the day or until the problem is corrected. A student whose clothing violates the dress code shall be assigned to in-school suspension either for the remainder of the day or until a parent or designee brings an acceptable change of clothing to the school. Repeated offenses may result in more serious disciplinary action. Appropriate discipline procedures shall be followed in all cases.



### **WEAPONS (refer to Student Code of Conduct)**

A student shall not knowingly, intentionally, or recklessly go onto the school premises with a firearm, explosive weapon, or knife, unless pursuant to written regulations or written authorization of the Northwest Preparatory Academy Charter School. The student shall not interfere with normal activities, occupancy, or use of any building or portion of the campus by exhibiting, using, or threatening to exhibit or use the firearm, explosive weapon, or knife.

Students are also prohibited from bringing to school or a school-related activity any other weapons. This prohibition will not normally apply to school supplies such as pencils, compasses, and the like, unless they are used in a menacing or threatening manner.

The possession or use of articles not generally considered weapons may be prohibited when, in the Principal's judgment, a reasonable apprehension of danger exists to the student in possession, other students, staff, or school property by virtue of possession or use.

### **ASSAULTS (refer to Student Code of Conduct)**

Students are prohibited from assaulting anyone on school property or at any school-related event. An assault is defined as:

1. Intentionally, knowingly, or recklessly causing bodily injury to another person;
2. Intentionally, or knowingly threatening another with imminent bodily injury; or
3. Intentionally or knowingly causing physical contact with another when the student knows or should reasonably believe that the other will regard the contact as offensive or provocative.

### **DISRUPTION OF CLASSES (refer to Student Code of Conduct)**

Conduct by students of any nature, including tardiness, either in or out of class, that for any reason--whether because of time, place, or manner of behavior--violates the rules of a particular class, materially disrupts classwork or involves substantial disorder or invasion of the rights of other students or employees at school or school-related activities is prohibited.

Student demonstrations and similar activities shall be prohibited when there is evidence that may reasonably lead school authorities to forecast substantial disruption of, or material interference with, normal school operations or approved school activities.

For purposes of this rule, "school property" includes the school campus or school grounds upon which any school is located, and any grounds or buildings used by Northwest Preparatory Academy Charter School for assemblies or other school-related activities, and "public property" includes any street, highway, alley, public park, or sidewalk.

No student shall be permitted, on school property or on public property within 500 feet of school property, to willfully disrupt, alone or in concert with other, the conduct of classes or other school activities. Conduct that disrupts the educational activities of a school includes:

1. Emissions by any means of noise of an intensity that prevents or hinders classroom instruction.
2. Enticement or attempted enticement of students away from classes or other school activities that students are required to attend.
3. Prevention or attempted prevention of students from attending classes or other school activities that students are required to attend.
4. Entrance into a classroom without consent of either the principal or teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.

### **DISRUPTION OF LAWFUL ASSEMBLY (refer to Student Code of Conduct)**

No student or group of students acting in concert may willfully engage in disruptive activity or disrupt a lawful assembly on the campus or property of the Northwest Preparatory Academy Charter School.

Disruptive activity means:

1. Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building without the authorization of the administration of the school.
2. Seizing control of any building or portion of a building for the purpose of interfering with any administrative, educational, research, or other authorized activity.
3. Preventing or attempting to prevent by force or violence or the threat of violence any lawful assembly authorized by the school administration.
4. Disruption by force or violence or the threat of force or violence a lawful assembly in progress.
5. Obstructing or restraining the passage of any person at an exit or entrance to said campus or property or preventing or attempting to prevent by force or violence or by threats there of the entrance or exit of any person to or from said property or campus without the authorization of the administration of the school.
6. Interfering with the normal activity, occupancy, or use of any school bus engaged in the transportation of students to and from school-sponsored activities by exhibiting or using or threatening to exhibit or use a firearm.

A lawful assembly is disrupted when any person in attendance is rendered incapable of participating in the assembly due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur.

## **PRIOR REVIEW AND DISTRIBUTION OF MATERIAL, PUBLICATIONS**

All aspects of school-sponsored newspapers and/or yearbooks are completely under the supervision of the teacher and campus principal.

Written materials, handbills, photographs, pictures, petitions, films, tapes, or other visual or auditory materials may not be sold, circulated, or distributed on the school campus by a student or a non-student without the prior approval of the principal and in accordance with campus regulations.

All material intended for distribution to students that is not under the Northwest Preparatory Academy Charter School's editorial control must be submitted to the principal for review and approval. If the material is not approved within 24 hours of the time it was submitted, it must be considered disapproved. Disapprovals may be appealed by submitting the disapproved material to the Superintendent/CEO; material not approved by the Superintendent/CEO within three days is considered disapproved. This disapproval may be appealed to the Board at its next regular meeting when the student will have a reasonable period of time to present his or her viewpoint.

Distribution of written materials may be restricted, subject to the following guidelines:

1. Distribution may be limited in order to prevent material and substantial interference with normal school operations in circumstances where there is evidence that reasonably supports a forecast that disruption will likely result directly from the distribution.
2. Reasonable administrative regulations as to the time, place and manner of distribution may be prescribed to promote orderly administration of school activities by preventing disruption, but shall be designed to stifle expression.
3. Content of the materials to be distributed shall conform to the following standards:
  - a. Materials that are sexually inappropriate for the age and maturity of the audience or that endorse actions endangering the health and safety of students shall not be distributed.
  - b. Libelous material may be prohibited from distribution.
  - c. Publications that criticize Board members or school officials or advocate violation of school rules may be prohibited when there is evidence that reasonably supports a forecast that material and substantial disruption or normal school operations will result from the publication. Advocacy directed toward inciting or producing imminent lawless or disruptive action and that is likely to incite or produce such action shall be restricted.
  - d. Hate literature that scurrilously attacks ethnic, religious, or racial groups, and similar irresponsible publications aimed at creating hostility and violence may be banned. Only material that could reasonably support a forecast of material and substantial disruption of normal school operations is affected by this restriction.

## **SECRET SOCIETIES**

Students shall not become members or promise to become members of any organization composed wholly or in part of students of public schools below the rank of college or junior college which seeks to perpetuate itself by taking in additional members from the students

enrolled in such school on the basis of the decision of its membership, rather than upon the free choice of any student in the school, who is qualified under the rules of the school, to fill the special aims of the organization.

### **PAGING DEVICES, CELLULAR TELEPHONES - Board policy FNCE(LOCAL)**

The Northwest Preparatory Academy Charter School prohibits students from possessing paging devices, including cellular telephones, while on school property or while attending school-sponsored or school-related activities on or off school property. A paging device/cell phone is a telecommunications device that emits an audible signal, vibration, or message display, or otherwise, summons or delivers a communication to the possessor.

Students who violate this policy shall be subject to established disciplinary measures. Northwest Preparatory Academy Charter School employees shall confiscate any paging devices found on school property or found while attending school-sponsored or school-related activities on or off school property.

Parents shall be notified within two school days after the paging device is confiscated. Notification shall also be made to the paging company whose name and address appear on the device. Confiscated paging devices shall be held by the Northwest Preparatory Academy Charter School for a period of 30 days after notification has been made.

Parents or paging companies may obtain release of the paging device for a fee to be determined by the Board. After the 30-day period has expired, the Northwest Preparatory Academy Charter School shall dispose of the paging device.

Discipline: Specialized Needs for the Handicapped

Each handicapped student's individual education plan (IEP) may address the student's specialized needs on discipline, including which of the discipline management techniques can be appropriately used with the student. Refer to Student Code of Conduct section.

### **DISCIPLINARY PROCEDURES FOR STUDENTS WITH HANDICAPS**

This section describes only those procedures which differ from the procedures for non-handicapped students.

#### *Alternative Education Program*

Each handicapped student's IEP may indicate which of the alternative education programs can appropriately be used. If none of these options is appropriate, the IEP shall specify what disciplinary measures can be used for offenses that would normally warrant an assignment to an alternative education program.

### *Removal of Students with Handicaps*

Removal of a student with handicaps for emergency reasons shall be used only in emergency situations and shall not exceed five school days. Consecutive five-day removals are prohibited, unless the ARD committee determines that the student poses an immediate threat to the safety of himself or others, or disrupts the safety of the learning environment. If the parents appeal the ARD committee's decision and refuse to permit a change in placement, the charter school may ask a court injunction to remove a dangerous student with handicaps for more than ten consecutive days.

If emergency removals, suspensions, or removals to alternative education total 16 school days in a year, the ARD committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

### *Suspension or Removal to Alternative Education Program*

Term of removal: Students with handicaps may be suspended for a period not to exceed three class days per offense or to an alternative education program for a period not to exceed ten consecutive school days.

Students with handicaps shall not be removed to an alternative education program for more than ten days unless the ARD committee first determines whether the alleged behavior in question was related to the handicapping condition. If the ARD committee determines there is a connection, they must also determine what action is appropriate. Removal for more than ten consecutive school days, requires ARD committee action, subject to the parent's right to appeal.

If a student with handicaps is removed from school premises for any reason for a total of 16 days or more in the school year, the ARD committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

### *Expulsion/Due Process*

A student with handicaps may be expelled for engaging in conduct that would warrant such action for a non-handicapped student only if the ARD committee determines the misconduct is not related to the handicapping condition or inappropriate placement.

In determining whether a student's disruptive behavior is related to a student's handicapping condition, the ARD committee shall base its decision on currently effective evaluation and assessment data and on review of the current IEP documentation rather than on established eligibility or previous committee decisions. The committee shall consider whether the student's behavior indicates the need for new assessment or evaluation data. Unless the parents agree otherwise, the student must be returned to his current placement after ten days while additional assessments are being conducted.

The ARD committee shall determine the instructional and related services to be provided during the time of expulsion. The student's IEP shall include goals and objectives designed to assist in returning the student to school and preventing significant regression.

If the ARD committee determines that the student's disruptive behavior is related to the handicapping condition or inappropriate placement, the student shall not be expelled. If the disruptive behavior on the part of the student indicates an inappropriate placement, the ARD committee shall review the placement and recommend alternatives. If the ARD committee determines that the behavior was related to the handicapping condition, it shall either rewrite the IEP to address the student's behavioral and educational needs, or, when appropriate, consider the extension of an emergency removal.

### *Appeals*

A decision by the Board's designee to expel a student may be appealed to the Board. A student with handicaps shall not be excluded from his current placement pending appeal to the Board for more than ten days without ARD committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, unless the Northwest Preparatory Academy Charter School and parents agree otherwise, a student with handicaps shall remain in the present education setting.

### *Alternative Education Programs*

The Northwest Preparatory Academy Charter School shall make reasonable efforts to provide for the continuing education of a student placed in an alternative education program, which may include:

1. Placing student into another appropriate classroom, or
2. Placing student into in-school suspension (Alternate Study Program-ASP)
3. Placing student into an alternative education program (AEP) as defined by Texas Education Code 37.008 and for offenses specified in Sections 37.006 and 37.007.
4. Placing student in county juvenile justice alternative education program if the student is found to have engaged in conduct described by TEC 37.007 and the student is found by a juvenile court to have engaged in delinquent conduct under Title 3, Family Code.

### *Placing Student in Another Appropriate Classroom*

#### A. Objectives:

1. To provide an alternative educational setting in which a student removed from class for disciplinary reasons may continue his/her education to the extent possible.
2. To promote changes in attitude and behavior.

## B. Program Design/Staffing

Authority for removing a student from his or her assigned classroom to another class or classes rests with the campus administrators. To the extent possible, the student shall continue to receive instruction in the course(s) he or she was enrolled in when the removal became effective. While the length of the reassignment is not limited by statute, it will range from one day to a semester.

### In-School Suspension: Alternate Study Program (ASP)

#### A. Objectives

1. To provide an alternative supervised educational setting (in-school suspension) which a student removed from class for disciplinary reasons may continue his/her education.
2. To promote positive changes in attitude and behavior.

## B. Program Design/Staffing

Authority for placing a student in ASP rests with the campus administrators. After assigning a student to ASP, the administrator will send an ASP assignment sheet to the student's teachers who will continue to be responsible for the instruction in the program. A paraprofessional will monitor the classroom and provide instructional assistance to a maximum of fifteen students. The length of placement in-school suspension is one or more days. Assignments for three days or less represent a charter school approved discipline management technique. Students will receive excused absences.

#### C. Operation of Class

3. The ASP class will start at the same time as first period and will be dismissed at the same time as the last period.
4. Students will be assigned a desk and must remain at that desk.
5. Restroom breaks will be provided in the morning and in the afternoon. Students will go to lunch at a designated time under continued supervision. Students will not be allowed to have contact with other students during breaks or lunch.
6. All individual participation in extracurricular activities will be suspended during the ASP assignment.
7. Students will be given rules and expectations for conduct in the ASP. All other rules and regulations of the Northwest Preparatory Academy Charter school will also be strictly enforced. Failure to cooperate and abide by rules may result in additional disciplinary action.

#### D. Procedures and Rules

1. The student is expected to report to ASP promptly at the time and day(s) assigned.
2. Student must have all books and study materials (pen, pencil, etc.) when checking in.
3. Student must work alone.

4. Student cannot talk the entire time unless addressed by the supervisor.
5. Student must work on the assignments the entire time.
6. Student will have two restroom breaks - one in the morning and one in the afternoon.
7. None of the following are permitted:
  - a. Chewing gum
  - b. Food or drink
  - c. Talking
  - d. Passing notes
  - e. Sign language or communication with anyone
  - f. Feet on chairs, walls, or other furniture.
  - g. Sleeping or head on the desk
  - h. Lying down or slouching
8. All individual participation in extracurricular activities is suspended for the number of days the student is assigned to ASP.
9. ASP students may raise their hand and wait patiently for the supervisor to come help them with academic problems or questions.
10. ASP students must not attempt to show off to his/her peers or to disrupt the ASP in any way. If this occurs, the student will serve that day of ASP without receiving credit for the day.
11. ASP students are responsible for their assigned seating area. At the end of each day, the area will be checked for writing on walls, desks, trash around the area, etc. Any abuse of the seating area will result in additional days in ASP and/or paying for damages.
12. All other rules and regulations of *NORTHWEST PREPARATORY ACADEMY CHARTER SCHOOL* pertaining to students will be strictly enforced.

\*Exemplary classroom conduct is expected of each ASP student.

#### Placing Students Into an Alternative Education Program (AEP)

Placement in an AEP is a provision of Section 37.008 and is for purposes of mandatory assignment to AEP for offenses under Sections 37.006 and 37.007 of the Texas Education Code.

Section 37.008 of the Texas Education Code requires that the AEP be in a setting other than a



student's regular classroom. The AEP will be located on or off a regular school campus and it will provide for AEP students to be separated from students who are not assigned to the program. AEP will focus on English language arts, math, science, history, and self-discipline and will provide for the student's educational and behavioral needs through supervision and counseling.

### Out-of-School Suspension

#### A. Objectives

1. To provide an alternative unsupervised educational setting in which a student removed from class for disciplinary reasons may continue his/her education to the extent possible.
2. To promote changes in attitude and behavior.

#### B. Program Design/Staffing

Authority for assigning a student to out-of-school suspension rests with the campus administrator. The student will remain at home and will be given assignments to be completed at home. The student's teachers will be responsible for providing assignments, including written work.

Parents will be responsible for picking up assignments at the school office and returning written work.

Students may not be assigned to out-of-school suspension for more than three days for each offense. Students may receive excused absences. Follow-up counseling will be provided upon return to the regular program.

#### *Scholastic Penalties while Suspended*

A student suspended from the regular classroom may receive an excused absence if the student satisfactorily completes the assignments for the period of the suspension within a time designated by the teacher and principal. The grades on such assignments will be reduced by 20% for work made up for a period of suspension.

#### *Parent Notice of Student Removal, Placement and Hearing*

The Northwest Preparatory Academy Charter School shall make reasonable efforts to notify the parent prior to removing a child from school premises. If the parent cannot be notified prior to removal from school premises, the parent shall be notified as soon as possible for the reasons for removal.

If the behavior was a violation of the Code of Conduct, the principal or appropriate administrator will send a written report to parents within 24 hours of receiving the report from the teacher.

The principal will notify the parents or guardians and will schedule a hearing with the student's parents, teacher, and the student within three class days of the removal or placement.

### *Appeal of Removal, Placement*

The administrative decision to remove a student to an alternative education program may be appealed to the Superintendent/CEO within two school days after notice of removal. A request to address the Board to appeal the Superintendent/CEO's decision shall be made in writing to the Superintendent/CEO within two school days of the Superintendent/CEO's decision. The Superintendent/CEO shall then inform the parent that the matter will be placed on the agenda of the next regular Board meeting. The Board shall hear both sides of the issue and base its decision on the presentations. The Board may make and communicate its decision orally at the conclusion of the presentations or in writing to the student within 15 days following the meeting.

### *Due Process Regarding Expulsions*

Pending a hearing, the student may be placed on suspension for up to three consecutive days. Suspension periods pending hearings can be out-of-school, in-school, or placement in an AEP. Written notice of the time and location of the expulsion hearing will be provided. The student's parents, guardian, or another adult who is not an employee of the Northwest Preparatory Academy Charter School must represent the student at the hearing. If the decision to expel is made by the Board's designee, the decision may be appealed to the Board.

A student shall be expelled by written order setting the term of the expulsion. Before the expulsion, the Superintendent/CEO shall provide the student a hearing at which the student is afforded due process, which shall include the following:

1. Prior notice of the charges and the proposed sanctions so as to afford a reasonable opportunity for preparation.
2. Right to a full and fair hearing before the Board or its designee.
3. Right to an adult representative or legal counsel.
4. Opportunity to testify and to present evidence and witnesses in his or her defense.
5. Opportunity to examine the evidence presented by the school administration and to question the administration's witnesses.

The notice shall be in writing and shall advise of the nature of the evidence and the names of any witnesses whose testimony may be used against the student. The student shall be notified of the date of the hearing. The decision shall be based exclusively on evidence presented at the hearing. The final decision shall be communicated promptly to the student and parent.

Notice of expulsion must be made to the county juvenile court within two business days after the expulsion hearing is held. The Charter school will inform each teacher of the expelled student of the offense that caused the expulsion. Informed teachers are required to keep all expulsion information confidential.

### *Expulsion Appeals*

A decision by the Superintendent/CEO to expel a student may be appealed to the Board. A handicapped student shall not be excluded from his current placement pending appeal to the Board for more than ten days without ARD committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, unless the Northwest Preparatory Academy Charter School and parents agree otherwise, a handicapped student shall remain in the present education setting.

## MISCELLANEOUS

Searches of student's outer clothing and pockets may be conducted if reasonable cause exists. Highly intrusive invasions of a student's privacy, such as searches of the student's person, shall be conducted only if probable cause exists to believe that the student possesses contraband.

Administrators and teachers have the right to question students regarding their conduct or the conduct of others.

### *Police Questioning of Students*

The following guidelines apply when law enforcement officers or other lawful authorities desire to question or interview a student at school:

1. The principal shall verify and record the identity of the officer or other lawful authority and request an explanation of the need to question or interview the student at school.
2. Unless the interviewer objects, the Principal ordinarily shall make reasonable efforts to notify the student's parent or other person having lawful control of the student.
3. Unless the interviewer objects, the Principal or designee shall be present during the questioning or interview.

### *Students Taken Into Custody*

Before a student at school is arrested or taken into custody by a law enforcement officer or other legally authorized person, the Principal shall verify the official's identity and to the best of his or her ability, verify the official's authority to take custody of the student, and then shall deliver

over the student. The Principal shall immediately notify the Superintendent/CEO and unless the officer or other authorized person objects, shall notify the parent or other person having lawful control of the student.

### ***Physical Restraint***

Any Northwest Preparatory Academy Charter School employee may, within the scope of the employee's duties, use and apply physical restraint to a student that the employee reasonably believes is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove from a specific location a student refusing a lawful command of a school employee,
5. including from a classroom or other property, in order to restore order or impose disciplinary measures.
6. Restrain an irrational student.

### ***Corporal Punishment***

Reasonable corporal punishment is permitted in order to preserve an effective educational environment free from disruption. Corporal punishment shall be reasonable and moderate and may not be administered either maliciously or for the purpose of revenge. Such factors as the size, age, and physical, mental and emotional condition of the student; the type of instrument to be used; the amount of force to be used; and the part of the body to be struck, shall be considered before administering any corporal punishment.

A disciplinary record shall be maintained and shall contain the name of the student, the type of misconduct, any previous disciplinary actions, the type of corporal punishment administered, the name of the person administering the punishment, the names of witnesses present, and the date and time of punishment. Disciplinary records shall be made available to parents or the student, whichever is appropriate. Corporal punishment shall be limited to spanking or paddling and shall be administered only in accordance with the following guidelines:

1. The student shall be informed of the offense and shall be afforded an opportunity to explain his or her actions before corporal punishment is administered.
2. Corporal punishment may be administered by the school Principal, Assistant Principal or a teacher.
3. The instrument to be used in administering corporal punishment shall be approved by the Principal or designee.

4. When corporal punishment is administered, it shall be done in the presence of one other Northwest Preparatory Academy Charter School professional employee and shall take place in a designated place out of view of other students.
5. Corporal punishment shall be administered in a reasonable manner, with "reasonableness" to be determined on the basis of factors such as the size, age, and physical, mental and emotional condition of the student.
6. When corporal punishment is given in lieu of ASP the student will be suspended from extra-curricular activities for a minimum of two days.

### ***Detention***

For minor infractions of the code of conduct or other Northwest Preparatory Academy Charter School policies and regulations, teachers may detain students after school hours. Before assigning student to detention, the teacher shall inform the student of the conduct that allegedly constitutes the violation, and the student shall be given an opportunity to explain his version of the incident.

When detention is used, notice shall first be given to the student's parent or legal guardian to inform the parent of the reason for the detention and to permit arrangements for the necessary transportation of the student. In the case of an 18 year old student or older it is the responsibility of the student to notify the parent of detention. The student's parent or guardian, if the student is a minor, shall be responsible for the transportation when the student has been detained after school hours for disciplinary purposes.

### ***Types of Detention***

#### **TEACHER-DIRECTED/AFTER-SCHOOL DETENTION/SATURDAY DETENTION**

Four types of detention to which students may be assigned:

- A. Teacher directed - assigned and held by the individual teacher at the teacher's discretion.
- B. After School Detention may be assigned by the Principal or Assistant Principal for minor offenses of the Code of Student Conduct and tardies. After School Detention is held for students Monday-Thursday from 4:00 - 6:00 p.m. Parents may contact the principal's office for information on After-School Detention. Students who do not report to detention hall at their appointed time will be assessed additional detention or ASP.
- C. Saturday Detention may be assigned by the Principal after the fourth violation of minor offenses of the classroom rules and tardies. Saturday Detention will be from 8:00 a.m. -12:00 noon. Absence from Saturday Detention Hall will automatically result in assignment to ASP/Suspension/Expulsion except under extenuating circumstances as determined by the administrators and for tardies.
- D. Tardy Policy - (1) First Tardy - teacher will record and issue warning. (2) Second Tardy - teacher will record and send student to the office where warning will be issued. (3) Third Tardy - one day After School Detention. (4) Fourth Tardy - two days After School Detention. (5) Fifth Tardy - one day Saturday school. (6) Sixth Tardy - two days Saturday school. (7) Seventh and successive tardies will be assigned to ASP. Tardies shall be cumulative until the end of the semester.

All students must bring work to detention hall and will not be allowed to sleep. One day prior notice will be given to the student.

Students must make arrangements for their own transportation.

#### Right of Student to Report A Crime to Law Enforcement Agencies

Any student who is a victim of a crime has the right to report the crime to an appropriate law enforcement agency.

### **STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT COMPLAINTS LOCAL POLICY: FNG (L)-A**

#### **EXCLUSIONS -**

Student complaints regarding instructional materials, loss of credit on the basis of attendance, removal to alternative education programs, expulsion, or prior review of non-school materials intended for distribution to students are covered by separate policies. Students shall comply with those procedures before bringing a complaint to the Board under Level Three of this policy. [See legal and/or local provisions at EFA, FDD, FOA, FOD, and FMA, respectively]

Student or parent complaints regarding the special education program shall be handled in accordance with the procedures set out in the parents' rights handbook provided to the parents of all students referred to special education. Special education matters shall be heard by impartial special education hearing officers, not Northwest Preparatory Academy Charter School employees or the Board.

Student or parent complaints with respect to actions regarding the identification, evaluation, or educational placement of a handicapped student who is not eligible for special education shall be handled in accordance with the procedures in FB and FB (L) for Section 504 complaints.

Student or parent complaints regarding sexual harassment of students initially shall be handled in accordance with FB and FB (LOCAL) for Title IX complaints.

#### **PURPOSE -**

The purpose of this policy is to secure at the first possible level prompt and equitable resolution of student complaints, including those alleging discrimination on the basis of race, religion, color, sex, national origin, handicap, or limited English proficiency.

#### **PRESENTATIONS -**

In most circumstances, students shall be entitled to administrative conferences and informal presentations of the complaint to the Board.

## **REPRESENTATION -**

The student may be represented by an adult at any level of the complaint.

If the complaint involves a problem with a teacher, the student shall in most circumstances be expected to discuss the matter with the teacher before requesting a conference with the principal at Level One.

## **LEVEL ONE -**

A student who has a complaint shall request a conference with the principal within ten calendar days of the time the student knew, or should have known, of the event or series of events causing the complaint. The principal shall schedule and hold a conference with the student within five day.

## **LEVEL TWO -**

If the outcome of the conference with the principal is not to the student's satisfaction, the student has ten calendar days to request a conference with the Superintendent/CEO or designee, who shall schedule and hold a conference. Prior to or at the conference, the student shall submit a written complaint that includes a statement of the complaint and any evidence in its support, the solution sought, the student's signature, and the date of the conference with the principal.

## **LEVEL THREE -**

If the outcome of the conference with the Superintendent/CEO or designee is not the student's satisfaction, the student may present the complaint to the Board at the next regular meeting.

The Board shall designate a portion of its regular monthly meeting to hear student complaints. The Board President may set reasonable time limits on complaint presentations. The Board shall listen to the complaint, but is not required to respond or take action on the matter.

## **EXECUTIVE SESSION -**

If the complaint involves complaints or charges about an employee, it shall be heard by the Board in executive session unless the employee complained about requests it to be public.

# Northwest Preparatory Academy Attachment #13 Job Descriptions

## Job Description CHIEF EXECUTIVE OFFICER

Name: Erik Singleton

Title: Chief Executive Officer

Supervision: Reports directly to the Board

Days of Employment:

Duties:

- Supervise and control all aspects of the Corporation's business and affairs, including the business of the Northwest Preparatory Academy Charter School
- Overseeing and directing the implementation of the vision and mission of the school
- Maintaining the school's operational commitments under the Charter
- Act as the Board's agent with respect to encumbrance of funds, the payment of financial obligations, entering into contracts, and authorizing expenditures within the guidelines of the bylaws and the budget.
- Serve as the school's public relations officer, support the board in fund-raising and institutional advancement efforts
- Guide and direct all fund-raising activities and institutional advancement efforts, including the approval of all grant proposals, at the staff level
- Oversee and direct the development and implementation of a budget, a school calendar, and policies for presentation to the Board
- Develop job descriptions and has sole hiring and firing authority.
- Develop linkages in the community and elsewhere that furthers the educational mission and vision of the school.
- Oversee and direct implementation of activities that foster open lines of communication with all stakeholders and that foster the development of a community of learners, as well as oversee and direct implementation of enrichment programs

Qualifications:

- Possesses at least a Bachelor's Degree from an accredited college or university, preferably a Master's Degree
- Three years teaching experience
- Administrative experience as Assistant Principal or Dean of Instruction Preferred
- Has experience with diverse ethnic and socioeconomic communities and is committed to the community- learning concept
- Has experience working with innovative curriculum from both a classroom and an administrative position
- Has successful experience in managing a school budget
- Good health
- Proven capacity both to delegate responsibility and demand accountability



## Northwest Preparatory Academy Attachment #13 Job Descriptions

- Evident ability to work creatively with community interest groups and with organized professional groups to involve them constructively in school affairs

Compensation: \$42,500 – \$55,000

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The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

Northwest Preparatory Academy Attachment #13 Job Descriptions  
JOB Description Principal

Name: \_\_\_\_\_

Title: Principal

Supervision: Supervised by the Chief Executive Officer,  
and/or by his/her designee.

Days of Employment:

Domain I General Duties

- Implement the vision and mission statement according to the vision and mission statements outlined within the charter
- Manage the day-to-day affairs of the school focusing on curriculum, instruction and students and other duties as may be assigned by the CEO and/or designee
- Ensure that all necessary records are obtained and maintained as required by law and for audit purposes
- Ensure that all laws relating to charter schools are followed by all staff including federal programs and special populations
- Coordinate substitutes, textbooks, and other operations required by the school to provide quality educational services
- Work with CEO and/or designee to prepare necessary reports
- Perform other duties as assigned by the CEO and/or designee

Domain II Curriculum and Instruction

- Work with the CEO and/or designee, and faculty on developing and implementing curriculum and evaluation methods of students that supports the vision and mission
- Work closely with team leaders in utilizing flexible scheduling and in creating thematic project-based learning that incorporates all disciplines
- Utilize interdisciplinary and other innovative learning endeavors as outlined in the white paper and charter
- Coordinate technology as a learning tool

Domain III Supervision

- Supervise other faculty
- Evaluate faculty and staff on predetermined job performance criteria
- Interview and make hiring and firing recommendations to the CEO or her designee

## Northwest Preparatory Academy Attachment #13 Job Descriptions

- Ensure that all faculty are fully informed of pay procedures, Board policies and directives, and policies and directives of CEO and/or designee
- Handle student discipline
- Establish a safe, peaceful, and clean learning environment
- Work with faculty on professional development activities, development of lesson plans, scope and sequence, IAP portfolios, and rubrics for each course

### Domain IV Programs

- Implement, monitor and participate in the evaluation all federal and state programs provided at the school
- Implement peer mediation and peer court when directed by the CEO and/or designee
- Develop and implement free/reduced lunch program when required maintaining appropriate records required by the state and federal guidelines that may be audited
- Implement enrichment programs in conjunction with the CEO and/or designee

### Domain V Parent/Public Involvement

- Assist with student recruiting and open houses
- Maintain a cooperative working relationship with building tenants and owners
- Coordinate and ensure that parents stay informed regarding student progress
- Maintain open lines of communication with parents
- Encourage and facilitate parental involvement and the development of a community of learners
- Create an environment that fosters continuous improvement

### Qualifications:

- Possess at least a Master's Degree from an accredited college or university
- At least three years teaching experience
- At least two years Administrative experience as an Assistant Principal, or Dean of Instruction Preferred
- Ability to communicate effectively in both written and oral forms with all levels of management, both externally and internally within the school

## Northwest Preparatory Academy Attachment #13 Job Descriptions

- Ability to perceive organizational implications of recommendations and decisions
- Has experience with diverse ethnic and socioeconomic communities and is committed to the community-learning concept
- Has experience working with innovative curriculums both from a classroom position and an administrative position
- Has successful experience in managing a school budget

Compensation: \$40,500 – 50,000

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The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

# Northwest Preparatory Academy Attachment #13 Job Descriptions

## JOB Description for Counselor

Name: \_\_\_\_\_

Title: Counselor

Supervision: Supervised by the Principal

Days of Employment:

Duties:

- Plan, implement, and evaluate a comprehensive program of guidance, including counseling services.
- Provide guidance to individuals and groups to develop educational, career, and personal plans.
- Provide input to other school district staff in planning testing and appraisal programs for students.
- Coordinate and supervise the compiling and maintenance of reports, records, and other required documents.
- Use an effective information and referral process to help students and others utilize special programs and services.
- Comply with policies established by federal and state law, State Board of Education rule, and the local board policy as they relate to the guidance and counseling program.

### School Climate:

- Present for students a positive role model that supports the mission of the school district.
- Consult with parents, teachers, administrators and other relevant individuals to enhance their work with students.
- Advocate for students.
- Participate in student registration and orientation.
- Demonstrate skills in conflict-resolution with administrators, parents, teachers, and/or the community.
- Effectively communicate with colleagues, students, and parents.

### School Climate:

- Assist the administration in adapting school programs to meet student needs.
- Develop and coordinate a continuing evaluation of guidance and counseling service and implement revisions based on findings.
- Conduct, participate in and/or use the results of valid research.

# Northwest Preparatory Academy Attachment #13 Job Descriptions

## **Student Management:**

- Consult with teachers, parents, administrators, and multi-disciplinary teams to promote effective student management and assist in the development of individualized educational plans.
- Participate in case conferences and staffing regarding students with special needs.
- Assist students in course selection to meet graduation requirements and/or needs.
- Assist students in evaluating and developing their aptitudes and abilities through interpretation of individual standardized test scores.
- Assist in the identification of students that may have special needs.
- Provide individual and small group counseling.
- Develop and maintain effective working relations with students and their parents.
- Assist in the coordination of at risk programs and Section 504 referrals.

## **Professional Growth and Development:**

- Develop needed professional skills appropriate to job assignment.
- Demonstrate behavior that is professional, ethical, and responsible.
- Participate in workshops, seminars, and conferences to enhance counseling knowledge and skills.

## **School/Community Relations:**

- Articulate the district's mission and goals in the area of guidance and counseling to the community and encourage support on realizing the mission.
- Develop and maintain positive working relationships with representatives of community resources.
- Coordinate with school and community personnel to bring together resources for students.
- Educate the school staff, parents, and the community about the guidance program.
- Demonstrate awareness of school/community needs and initiate activities to meet those identified needs.
- Encourage the use of appropriate and effective techniques for community and parent involvement.
- Model an accepting and optimistic attitude about the potentialities of people and the belief that people can change in positive ways.

## Northwest Preparatory Academy Attachment #13 Job Descriptions

### Qualifications:

- Possess at least a Master's Degree in Guidance and Counseling from an accredited college or university
- Possess a comprehensive understanding and deep interest in instruction and the conditions that affect the quality of instruction
- Has experience with diverse ethnic and socioeconomic communities and is committed to the community-learning concept

Compensation: \$39,000-\$45,000

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The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

# Northwest Preparatory Academy Attachment #13 Job Descriptions

## JOB Description for Teacher

Name: \_\_\_\_\_

Title: Teacher

Supervision: Supervised by the Principal

Days of Employment:

Duties:

### • **Instructional Strategies:**

- Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.
- Present the subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
- Plan and use appropriate instructional/learning strategies, activities, materials, and equipment that reflect accommodation for individual needs of students assigned.
- Work cooperatively with special education teachers/staff to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).
- Cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods according to district requirements.
- Plan and supervise purposeful assignments for teacher aid(s) and/or volunteer(s).
- Use appropriate technologies in the teaching/learning process.

### **Student Growth and Development:**

- Assist students in analyzing and improving methods and habits of study.
- Consistently assess student achievement through formal and informal testing.
- Assume responsibility for extracurricular activities as assigned and may sponsor outside activities approved by the school.
- Present a positive role model for students that supports the mission of the campus and the school district.

### **Classroom Management and Organization:**

- Create a classroom environment conducive to learning and appropriate to the intellectual, physical, social, and emotional development of students.
- Manage student behavior in the classroom and other areas as appropriate and administer discipline according to board policies, administrative regulations, and IEP.



## Northwest Preparatory Academy Attachment #13 Job Descriptions

- Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- Assist in the selection of books, equipment, and other instructional materials.

### **Communication:**

- Establish and maintain open lines of communication with students and their parents which includes home visits.
- Maintain a professional relationship with all colleagues, students, parents, and community members.
- Use appropriate and acceptable communication skills to present information accurately and clearly.

### **Professional Growth and Development:**

- Demonstrate current knowledge, understanding, and skill in teaching strategies and the learning process.
- Participate in district and campus staff development programs.
- Demonstrate interest and initiative in professional improvements.
- Demonstrate behavior that is professional, ethical, and responsible.

### **Policy Implementation:**

- Keep informed of and comply with state, district, and school regulations and policies for classroom teachers and charter schools.
- Compile, maintain, and file all reports, records, and other documents required.
- Adhere to the Professional Code of Ethics.

### Qualifications:

- Possess at least a Bachelor's Degree from an accredited college or university
- Have experience working with innovative curriculum from a classroom position
- Have experience with diverse ethnic and socioeconomic communities and is committed to the community-learning concept

Compensation: \$29,500-\$33,500

The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

# Northwest Preparatory Academy Attachment #13 Job Descriptions

## JOB Description for Paraprofessional

Name: \_\_\_\_\_

Title: Paraprofessional

Supervision: Supervised by the Principal

Days of Employment:

Duties:

- Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.
- Assist identified learners in the learning prescriptions, lessons, or activities as assigned by the classroom teacher that reflect accommodation for individual learning needs.
- *Work cooperatively with instructional staff to modify curricula as needed for students according to guidelines established by policies and procedures and the instructional and administrative staff.*
- Enlist classroom management strategies that provide an orderly and engaging environment for learning.
- Communicate effectively and efficiently with staff, students, and parents.
- Use appropriate technologies in the teaching/learning process.
- Maintain required records in audible form.
- Perform other duties as assigned.

Qualifications:

Possess a High School Diploma

Ability to work cooperatively with teachers to develop and implement curriculum and instruction

Have experience working with diverse ethnic and socioeconomic communities and is committed to the community-learning concept

Compensation: \$17,500 - \$19,500

The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

**Charter School** NORTHWEST PREP. ACADEMY  
**For the Fiscal Year Ended August 31, 2001 - YEAR 1**

**Charter School Budget Categories**

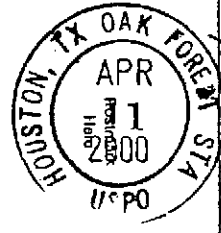
	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Net Assets at Beginning of Year</b>				\$0
<b>Estimated Revenues:</b>				
Local Sources	5700	5150	12000	\$17,150
State Sources	5800	713388		\$713,388
Federal Sources	5900		140500	\$140,500
Other Sources				\$0
<b>Total Estimated Revenues</b>		<b>\$718,538</b>	<b>\$152,500</b>	<b>\$871,038</b>
<b>Estimated Expenses:</b>				
Payroll Costs	6100	429506	49685	\$479,191
Professional and Contracted Services	6200	114950	57500	\$172,450
Supplies and Materials	6300	59350	45315	\$104,665
Other Operating Costs	6400	27599		\$27,599
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		<b>\$631,405</b>	<b>\$152,500</b>	<b>\$783,905</b>
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
<b>Change in Net Assets</b>		<b>\$87,133</b>	<b>\$0</b>	<b>\$87,133</b>
<b>Net Assets at End of Year</b>		<b>\$87,133</b>	<b>\$0</b>	<b>\$87,133</b>

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

Article Sent To:

Mr. Richard Berry - Cypress ISD

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (endorsement Required)	1.25
Restricted Delivery Fee (endorsement Required)	
Total Postage & Fees	\$ 5.85



Name (Please Print Clearly) (To be completed by mailer)  
Erik Singleton - MES  
Direct, Appl. No.; or PO Box No.  
11500 N.W. Hwy. Ste 490  
Houston, TX 77092  
SI Form 3800, July 1999 See Reverse for Instructions

April 6, 2000  
Mr. Richard Berry  
Superintendent  
Cypress Fairbanks ISD  
10300 Jones Road  
Houston, Texas 77065

Dear Superintendent and President of the Board of Trustees:

This is to inform you that Miracle Educational Systems is submitting an application to the State Board of Education for consideration of an open-enrollment charter school. As part of the application process, district approvals are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later July 1, 2000 for Fifth Generation applications for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter Schools at (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Erik L. Singleton at (713) 688-3600.

Sincerely,

CEO  
Miracle Educational Systems

00197

Division- Special Education

Issues that need clarification

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
Transition services 300.29	Description needs to reflect Federal Law by including- transition service needs when the student turns 14 by focusing on course of study	Individual Transition Program (ITP) begins at age 16 or younger when appropriate.

*Reviewed  
change  
M.P.*

Areas of Concern

CONCERN	ASSURANCE REQUESTED
<p>Page 26 – <u>Food on Campus</u> “ . . . Pupils are expected to eat the food on their tray even if it is not their favorite.”</p> <ul style="list-style-type: none"> <li>• Concern for Free Appropriate Public Education (FAPE) violations with regard to students with disabilities.</li> <li>• It is common for some students with disabilities to exhibit tactile issues with certain food textures as well as food allergies.</li> <li>• This rule implies that the consequence of not following the guideline will result in an aversive punishment.</li> </ul>	<p>Will this proposed charter school accommodate students with disabilities where tactile defensiveness, food allergies and behavioral issues are present in specific disabilities?</p>
<p>Parent / Student Handbook,</p> <ul style="list-style-type: none"> <li>• Page 20 - Terminology: applicant refers to “Students with Handicaps”</li> <li>• Although federal law refers to “handicapping conditions”, people with disabilities and their advocates prefer the terminology of “students with disabilities.”</li> </ul>	<p>Our division strongly suggests that the proposed charter school use contemporary language that emphasizes the person first then the disability in practice as well as printed materials.</p>

*did not  
see page 26*

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Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	306911	49685	\$356,596
Professional and Contracted Service:		6200	12500		\$12,500
Supplies and Materials		6300	12500	35315	\$47,815
Other Operating Costs		6400	2499		\$2,499
Debt Expense		6500			\$0
<b>Total Instruction</b>			<b>\$334,410</b>	<b>\$85,000</b>	<b>\$419,410</b>
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	1500		\$1,500
Supplies and Materials		6300	4000	10000	\$14,000
Other Operating Costs		6400	600		\$600
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			<b>\$6,100</b>	<b>\$10,000</b>	<b>\$16,100</b>
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	6500		\$6,500
Supplies and Materials		6300	2000		\$2,000
Other Operating Costs		6400	2500		\$2,500
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			<b>\$11,000</b>	<b>\$0</b>	<b>\$11,000</b>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	250		\$250
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total Instructional Leadership</b>			\$250	\$0	\$250
<b>School Leadership:</b>	23				
Payroll Costs		6100	54986		\$54,986
Professional and Contracted Service:		6200	3000		\$3,000
Supplies and Materials		6300	2500		\$2,500
Other Operating Costs		6400	2500		\$2,500
Debt Interest		6500			\$0
<b>Total School Leadership</b>			\$62,986	\$0	\$62,986
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	4500		\$4,500
Supplies and Materials		6300	600		\$600
Other Operating Costs		6400	600		\$600
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$5,700	\$0	\$5,700

**Charter School Budget Categories (Continued)**

	<b>Function Code</b>	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Social Work Services:</b>	<b>32</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Social Work Services</b>			\$0	\$0	\$0
<b>Health Services:</b>	<b>33</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	750		\$750
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$750	\$0	\$750
<b>Student Transportation</b>	<b>34</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	2500		\$2,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$2,500	\$0	\$2,500



Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	35				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200		57500	\$57,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400	12500		\$12,500
Debt Expense		6500			\$0
<b>Total Food Services</b>			\$12,500	\$57,500	\$70,000
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100			\$0
Professional and Contracted Services:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Cocurricular/Extracurricular Activities:</b>			\$0	\$0	\$0
<b>General Administration:</b>	41				
Payroll Costs		6100	58235		\$58,235
Professional and Contracted Services:		6200	32500		\$32,500
Supplies and Materials		6300	5500		\$5,500
Other Operating Costs		6400	4500		\$4,500
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$100,735	\$0	\$100,735

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>					
	51				
Payroll Costs		6100	9374		\$9,374
Professional and Contracted Service:		6200	42000		\$42,000
Supplies and Materials		6300	7500		\$7,500
Other Operating Costs		6400	650		\$650
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operations</b>			<b>\$59,524</b>	<b>\$0</b>	<b>\$59,524</b>
<b>Security and Monitoring Services:</b>					
	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	1200		\$1,200
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services:</b>			<b>\$1,200</b>	<b>\$0</b>	<b>\$1,200</b>
<b>Data Processing Services:</b>					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	8500		\$8,500
Supplies and Materials		6300	18500		\$18,500
Other Operating Costs		6400	750		\$750
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			<b>\$27,750</b>	<b>\$0</b>	<b>\$27,750</b>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Community Services:</b>	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising:</b>	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	5500		\$5,500
Other Operating Costs		6400	500		\$500
Debt Expense		6500			\$0
<b>Total Fund Raising</b>			\$6,000	\$0	\$6,000

Charter School Budget Categories

	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Net Assets at Beginning of Year</b>	3600	87133		\$87,133
<b>Estimated Revenues:</b>				
Local Sources	5700	5150	18000	\$23,150
State Sources	5800	1070082		\$1,070,082
Federal Sources	5900		185534	\$185,534
Other Sources				\$0
<b>Total Estimated Revenues</b>		\$1,075,232	\$203,534	\$1,278,766
<b>Estimated Expenses:</b>				
Payroll Costs	6100	575500	86833	\$662,333
Professional and Contracted Service:	6200	212250	86250	\$298,500
Supplies and Materials	6300	73350	30000	\$103,350
Other Operating Costs	6400	30250	451	\$30,701
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		\$891,350	\$203,534	\$1,094,884
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
<b>Change in Net Assets</b>		\$183,882	\$0	\$183,882
<b>Net Assets at End of Year</b>		\$271,015	\$0	\$271,015

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	437995	86833	\$524,828
Professional and Contracted Service:		6200	14500		\$14,500
Supplies and Materials		6300	18750	30000	\$48,750
Other Operating Costs		6400	3500	451	\$3,951
Debt Expense		6500			\$0
<b>Total Instruction</b>			<b>\$474,745</b>	<b>\$117,284</b>	<b>\$592,029</b>
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	1500		\$1,500
Supplies and Materials		6300	6000		\$6,000
Other Operating Costs		6400	600		\$600
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			<b>\$8,100</b>	<b>\$0</b>	<b>\$8,100</b>
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	7500		\$7,500
Supplies and Materials		6300	2000		\$2,000
Other Operating Costs		6400	3500		\$3,500
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			<b>\$13,000</b>	<b>\$0</b>	<b>\$13,000</b>

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	21				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	500		\$500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Interest		6500			\$0
<b>Total Instructional Leadership</b>			\$500	\$0	\$500
<b>School Leadership:</b>	23				
Payroll Costs		6100	57061		\$57,061
Professional and Contracted Service:		6200	3500		\$3,500
Supplies and Materials		6300	3500		\$3,500
Other Operating Costs		6400	2500		\$2,500
Debt Interest		6500			\$0
<b>Total School Leadership</b>			\$66,561	\$0	\$66,561
<b>Guidance, Counseling and Evaluation Services</b>	31				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	6500		\$6,500
Supplies and Materials		6300	1000		\$1,000
Other Operating Costs		6400	750		\$750
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			\$8,250	\$0	\$8,250

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Social Work Services:</b>	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Social Work Services</b>			\$0	\$0	\$0
<b>Health Services:</b>	33				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	1500		\$1,500
Supplies and Materials		6300	850		\$850
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$2,350	\$0	\$2,350
<b>Student Transportation</b>	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	5000		\$5,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$5,000	\$0	\$5,000

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	35				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200		86250	\$86,250
Supplies and Materials		6300			\$0
Other Operating Costs		6400	12500		\$12,500
Debt Expense		6500			\$0
<b>Total Food Services</b>			\$12,500	\$86,250	\$98,750
<b>Cocurricular/Extracurricular Activities:</b>	36				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Cocurricular/Extracurricular Activities:</b>			\$0	\$0	\$0
<b>General Administration:</b>	41				
Payroll Costs		6100	61027		\$61,027
Professional and Contracted Service:		6200	48750		\$48,750
Supplies and Materials		6300	8250		\$8,250
Other Operating Costs		6400	5000		\$5,000
Debt Expense		6500			\$0
<b>Total General Administration</b>			\$123,027	\$0	\$123,027



**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>					
	51				
Payroll Costs		6100	19417		\$19,417
Professional and Contracted Service:		6200	112000		\$112,000
Supplies and Materials		6300	7500		\$7,500
Other Operating Costs		6400	650		\$650
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operations</b>			\$139,567	\$0	\$139,567
<b>Security and Monitoring Services:</b>					
	52				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	1500		\$1,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services:</b>			\$1,500	\$0	\$1,500
<b>Data Processing Services:</b>					
	53				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	9500		\$9,500
Supplies and Materials		6300	20000		\$20,000
Other Operating Costs		6400	750		\$750
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			\$30,250	\$0	\$30,250

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Community Services:</b>	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising:</b>	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400	5500		\$5,500
Debt Expense		6500	500		\$500
<b>Total Fund Raising</b>			\$6,000	\$0	\$6,000

**Charter School Budget Categories**

	<b>Object Code</b>	<b>Unrestricted Net Assets</b>	<b>Temporarily Restricted Net Assets</b>	<b>Total</b>
<b>Net Assets at Beginning of Year</b>	3600	271015		\$271,015
<b>Estimated Revenues:</b>				
Local Sources	5700	5150	24000	\$29,150
State Sources	5800	1426776		\$1,426,776
Federal Sources	5900		201000	\$201,000
Other Sources				\$0
<b>Total Estimated Revenues</b>		<b>\$1,431,926</b>	<b>\$225,000</b>	<b>\$1,656,926</b>
<b>Estimated Expenses:</b>				
Payroll Costs	6100	807590	92983	\$900,573
Professional and Contracted Service:	6200	204500	122017	\$326,517
Supplies and Materials	6300	104833	10000	\$114,833
Other Operating Costs	6400	42750		\$42,750
Debt Expense	6500			\$0
<b>Total Estimated Expenses</b>		<b>\$1,159,673</b>	<b>\$225,000</b>	<b>\$1,384,673</b>
<b>Gains</b>	7950			\$0
<b>Losses</b>	8950			\$0
<b>Change in Net Assets</b>		<b>\$272,253</b>	<b>\$0</b>	<b>\$272,253</b>
<b>Net Assets at End of Year</b>		<b>\$543,268</b>	<b>\$0</b>	<b>\$543,268</b>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instruction</b>	11				
Payroll Costs		6100	632409	92983	\$725,392
Professional and Contracted Services		6200	15000	7017	\$22,017
Supplies and Materials		6300	33333	10000	\$43,333
Other Operating Costs		6400	5750		\$5,750
Debt Expense		6500			\$0
<b>Total Instruction</b>			<b>\$686,492</b>	<b>\$110,000</b>	<b>\$796,492</b>
<b>Instructional Resources and Media Services</b>	12				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	1500		\$1,500
Supplies and Materials		6300	15000		\$15,000
Other Operating Costs		6400	600		\$600
Debt Expense		6500			\$0
<b>Total Instructional Resources and Media Services</b>			<b>\$17,100</b>	<b>\$0</b>	<b>\$17,100</b>
<b>Curriculum Development and Instructional Staff Development</b>	13				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	8500		\$8,500
Supplies and Materials		6300	5000		\$5,000
Other Operating Costs		6400	7500		\$7,500
Debt Expense		6500			\$0
<b>Total Curriculum and Instructional Staff Development</b>			<b>\$21,000</b>	<b>\$0</b>	<b>\$21,000</b>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Instructional Leadership:</b>	<b>21</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	3000		\$3,000
Supplies and Materials		6300			
Other Operating Costs		6400			
Debt Interest		6500			\$0
<b>Total Instructional Leadership</b>			<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>
<b>School Leadership:</b>	<b>23</b>				
Payroll Costs		6100	74539		\$74,539
Professional and Contracted Service:		6200	5000		\$5,000
Supplies and Materials		6300	4500		\$4,500
Other Operating Costs		6400	3000		\$3,000
Debt Interest		6500			\$0
<b>Total School Leadership</b>			<b>\$87,039</b>	<b>\$0</b>	<b>\$87,039</b>
<b>Guidance, Counseling and Evaluation Services</b>	<b>31</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	6000		\$6,000
Supplies and Materials		6300	750		\$750
Other Operating Costs		6400	750		\$750
Debt Interest		6500			\$0
<b>Total Guidance, Counseling and Evaluation Services</b>			<b>\$7,500</b>	<b>\$0</b>	<b>\$7,500</b>

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Social Work Services:</b>	32				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Social Work Services</b>			\$0	\$0	\$0
<b>Health Services:</b>	33				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	2000		\$2,000
Supplies and Materials		6300	1250		\$1,250
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Health Services</b>			\$3,250	\$0	\$3,250
<b>Student Transportation</b>	34				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200	12500		\$12,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Student Transportation</b>			\$12,500	\$0	\$12,500

**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Food Services:</b>	<b>35</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200		115000	\$115,000
Supplies and Materials		6300			\$0
Other Operating Costs		6400	17500		\$17,500
Debt Expense		6500			\$0
<b>Total Food Services</b>			<b>\$17,500</b>	<b>\$115,000</b>	<b>\$132,500</b>
<b>Cocurricular/Extracurricular Activities:</b>	<b>36</b>				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Cocurricular/Extracurricular Activities:</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>General Administration:</b>	<b>41</b>				
Payroll Costs		6100	79064		\$79,064
Professional and Contracted Service:		6200	72500		\$72,500
Supplies and Materials		6300	11000		\$11,000
Other Operating Costs		6400	5500		\$5,500
Debt Expense		6500			\$0
<b>Total General Administration</b>			<b>\$168,064</b>	<b>\$0</b>	<b>\$168,064</b>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Plant Maintenance and Operations:</b>	51				
Payroll Costs		6100	21578		\$21,578
Professional and Contracted Services		6200	67000		\$67,000
Supplies and Materials		6300	8500		\$8,500
Other Operating Costs		6400	650		\$650
Debt Expense		6500			\$0
<b>Total Plant Maintenance and Operations</b>			\$97,728	\$0	\$97,728
<b>Security and Monitoring Services:</b>	52				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	1500		\$1,500
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Security and Monitoring Services:</b>			\$1,500	\$0	\$1,500
<b>Data Processing Services:</b>	53				
Payroll Costs		6100			\$0
Professional and Contracted Services		6200	10000		\$10,000
Supplies and Materials		6300	20000		\$20,000
Other Operating Costs		6400	1000		\$1,000
Debt Expense		6500			\$0
<b>Total Data Processing Services</b>			\$31,000	\$0	\$31,000



**Charter School Budget Categories (Continued)**

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
<b>Community Services:</b>	61				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300			\$0
Other Operating Costs		6400			\$0
Debt Expense		6500			\$0
<b>Total Community Services</b>			\$0	\$0	\$0
<b>Fund Raising:</b>	81				
Payroll Costs		6100			\$0
Professional and Contracted Service:		6200			\$0
Supplies and Materials		6300	5500		\$5,500
Other Operating Costs		6400	500		\$500
Debt Expense		6500			\$0
<b>Total Fund Raising</b>			\$6,000	\$0	\$6,000

Cash Flow Projection Worksheet Yr 1  
For the Fiscal Year Ended August 31st 2001

Name of Charter School NORTHWEST PREP. ACADEMY  
Contact Person Erik L. Singleton  
Telephone 713-688-3600

Rounded to Even Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Beg Balance</b>	0	\$7,827	\$9,729	\$11,230	\$23,131	\$31,783	\$38,334	\$40,285	\$45,187	\$22,838	\$20,539	\$12,741
<b>Cash Inflows</b>												
Local Sources	1,250	1,200	1,300	3,200	1,500	1,350	1,500	1,650	4,200			
State Sources	109,752	54,876	54,876	54,876	54,876	54,876	54,876	54,876	54,876	54,876	54,876	54,876
Start Up grant		12,000	10,000	12,000	6,000							
Federal Sources	5,500	9,500	11,000	11,500	9,950	12,000	11,250	12,050	12,250	5,500	0	0
Loans	\$											
<b>Total Receipts</b>	\$116,502	77,576	\$77,176	\$81,576	\$72,326	\$68,226	\$67,626	\$68,576	\$71,326	\$60,376	\$54,876	\$54,876
<b>Cash Outgoes</b>												
Payroll	39,933	39,933	39,933	39,933	39,933	39,933	39,933	39,933	39,933	39,933	39,933	39,933
Services Professional Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	5,000
Rent	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Utilities	600	600	600	600	600	600	600	600	600	600	600	600
Other Services	5,142	5,141	5,142	5,142	5,141	5,142	5,142	5,141	5,142	5,142	5,141	5,142
Supplies	17,500	19,500	19,500	13,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Travel & Other Operating	6,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	4,000	4,000	4,000	5,309
Principal and Interest for Loans and Other Financing Obligations	\$								31,000			
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	34,000											
<b>Total Cash Outgoes</b>	108,675	75,674	75,675	69,675	63,674	63,675	63,675	63,674	93,675	62,675	62,674	66,984
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	7,827	1,902	1,501	11,901	8,652	4,551	3,951	4,902	(22,349)	(2,299)	(7,798)	(12,108)
<b>Ending Balance</b>	\$7,827	\$9,729	\$11,230	\$23,131	\$31,783	\$36,334	\$40,285	\$45,187	\$22,838	\$20,539	\$12,741	\$633

Cash Flow Projection Worksheet Yr 2  
 For the Fiscal Year Ended August 31st 2002

0020

Name of Charter School NORTHWEST  
PREP. ACADEMY

Contact Person Erik L Singleton

Telephone 713-698-3600

Rounded to Even  
Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Beg Balance</b>	633	\$22	\$3,511	\$150	\$11,789	\$1,329	\$2,267	\$11,956	\$23,695	\$36,011	\$52,949	\$67,438
<b>Cash Inflows</b>												
Local Sources	2049	1,850	1,850	4,349	1,300	1,948	1,949	2,399	2,099	3,200		150
State Sources	89174	89,174	89,174	89,174	89,174	89,174	89,174	89,174	89,174	89,174	89,174	89,174
Federal Sources	12563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563
Loans	\$											
<b>Total Receipts</b>	\$103,786	\$103,587	\$103,587	\$106,086	\$103,037	\$103,685	\$103,686	\$104,136	\$103,836	\$104,937	\$101,737	\$101,887
<b>Cash Outgoes</b>												
Payroll	47960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960	\$47,960
Services Professional Services	3000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$7,500
Rent	3500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Equip lease	950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950
Utilities	900	900	900	900	900	900	900	900	900	900	900	900
Food service	7187	7,187	7,187	7,187	7,187	7,187	7,187	7,187	7,187	7,187	7,187	7,187
Other Services	8000	7000	6451	6450	30000	22750	13000	8900	9500	9502	8751	8,597
Supplies	8900	8101	8500	7500	8500	7500	8500	8500	8023	8500	8500	12,500
Travel & Other Operating	9000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	10,500	6,500	6,500	8,000
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	15000	15000	22000	10500	5000	2500	2500	5000				
<b>Total Cash Outgoes</b>	104397	100098	106948	94447	113497	102747	93997	92397	91520	87999	87248	97094
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	(\$811)	\$3,489	(\$3,361)	\$11,639	(\$10,460)	\$938	\$9,689	\$11,739	\$12,316	\$16,938	\$14,489	\$4,793
<b>Ending Balance</b>	\$22	\$3,511	\$150	\$11,789	\$1,329	\$2,267	\$11,956	\$23,695	\$36,011	\$52,949	\$67,438	\$72,231

Cash Flow Projection Worksheet Yr 3  
For the Fiscal Year Ended August 31st 2003

Name of Charter School NORTHWEST  
PREP. ACADEMY

Contact Person Erik L Singleton

Telephone 713-688-3600

Rounded to Even  
Dollars

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Beg Balance</b>	\$72,231	\$78,705	\$85,779	\$86,753	\$101,026	\$121,000	\$142,574	\$163,248	\$182,872	\$203,163	\$228,487	\$249,908
<b>Cash Inflows</b>												
Local Sources	2050	2,150	2,550	4,350	2,550	2,650	2,750	3,200	2,850	3,900		150
State Sources	118898	118,898	118,898	118,898	118,898	118,898	118,898	118,898	118,898	118,898	118,898	118,898
Federal Sources	16750	16,750	16,750	16,750	16,750	16,750	16,750	16,750	16,750	16,750	16,750	16,754
Loans	\$											
<b>Total Receipts</b>	137698	137798	138198	139998	138198	138298	138398	138848	138498	139548	135648	135802
<b>Cash Outgoes</b>												
Payroll	76333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333	\$76,333
Services												
Professional Services	3000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$7,500
Equip Lease	950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950
Rent	3500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Utilities	900	900	900	900	900	900	900	900	900	900	900	900
Food Service	10041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041
Other Services	8250	8250	8250	8250	8250	8250	8250	8250	8250	8250	8250	8,250
Supplies	7500	8500	8000	8000	6000	7000	8000	7000	7000	7000	7000	7,000
Travel & Other Operating	5750	4,250	4,250	4,251	4,250	4,250	4,250	4,250	8,233	4,250	4,253	4,250
Principal and Interest for Loans and Other Financing Obligations	\$											
Purchase of Equipment, Furniture, Buildings, Land and Other Capital Outlay	15000	15000	22000	10500	5000	2500	2500	5000				3750
<b>Total Cash Outgoes</b>	131224	130724	137224	125725	118224	\$116,724	\$117,724	\$119,224	\$118,207	\$114,224	\$114,227	\$122,474
<b>Excess (Deficiency) Cash Inflows to Cash Outgoes for the Month</b>	6474	7074	974	14273	19974	21574	20674	19624	20291	25324	21421	13328
<b>Ending Balance</b>	\$78,705	\$85,779	\$86,753	\$101,026	\$121,000	\$142,574	\$163,248	\$182,872	\$203,163	\$228,487	\$249,908	\$263,236

Sample Monthly Budget Status Report

Sample Monthly Budget Status Report

Date of Report: \_\_\_\_\_

Preparer \_\_\_\_\_

Fund	Object Code	Revenue	Expense	Budget	% Over Budget
199	6100				
	6200				
	6300				
	6400				
289	6100				
	6200				
	6300				
240	6100				
	6200				
	6300				
	6400				
211	6100				
	6200				
	6300				
	6400				
411	6100				
	6200				
	6300				
	6400				

## BUSINESS PARK LEASE

Article	Title	Page
I	Basic Provisions and Certain Defined Terms	2
II	Granting Clause	3
III	Construction and Acceptance of Premises	4
IV	outlined in red on this page Rent	5
V	Use and Care of Premises	7
VI	Maintenance and Repair of Premises: Alterations; Landlord's Right of Access	8
VII	Signs; Store Fronts; Roof	10
VIII	Utilities	10
IX	Indemnity and Public Liability Insurance	10
X	Non-Liability for Certain Damages	11
XI	Damage by Casualty	12
XII	Eminent Domain	13
XIII	Assignment and Subletting	13
XIV	Property Taxes and Assessments	14
XV	Default by Tenant and Remedies	15
XVI	Landlord's Lien	17
XVII	· Holding Over	18
XVIII	Subordination	19
XIX	Notices	19
XX	Miscellaneous	20

ARTICLE I. BASIC PROVISIONS AND CERTAIN DEFINED TERMS

- 1.1 (a) Date of Lease: July 17, 2000
- (b) "Landlord": Brookhollow Plaza, Inc.
- (c) Address of Landlord: 4800 West 34th Street #c-12  
Houston, Texas 77092
- (d) "Tenant": Miracle Educational Systems, Inc.
- (e) Address of Tenant: 11500 Northwest Frwy., Ste. 490  
Houston, Texas 77092
- (f) "Demised Premises": Approximately 7,200  
square feet in a building  
located at:

Address: 5400 West 34th Street, Houston, Texas 77092

such premises being shown and outlined in red on the floor plan attached as Exhibit "A" and (if not attached hereto on the date hereof, Exhibit "A" shall be attached at a later date prior to the Rental Commencement Date) and being a part of Brookhollow Plaza

Business Park, Phase C, which is located on the property described in Exhibit "B", attached hereto. The Demised Premises contain 7,200 total square feet. The term "Business Park", as used herein, shall refer to such property in Exhibit "B" and all improvements thereon, together with such additions and extensions as Landlord may, from time to time, designate as included within said Business Park.

- (g) Lease Term: Commencing the date of this Lease and ending 3 years and 0 months after the "Rental Commencement Date", as defined in Section 3.2, plus any partial calendar month following the Rental Commencement Date.
- (h) "Scheduled Completion Date": July 17, 2003
- (i) Rent:  
\$ 115,200.00 payable in monthly installments of \$ 3,200.00.
- Additional rent or charges may be due and payable during the term hereof and any extension period pursuant to other provisions of this lease.
- (j) Prepaid rental to be applied to the first accruing monthly installments of rental: \$ 3,200.00
- (k) Security deposit: \$ 6,400.00
- (l) Permitted use: Operation of School

(m) Utilities: To be paid by Landlord. In the case where the Landlord is responsible for utilities, notwithstanding the provisions of Section 8.2, the Landlord shall also be responsible for maintaining the heating and air conditioning equipment.

If utilities are to be paid by Landlord, then Tenant agrees to reimburse Landlord for any utility expenses in excess of -0- per square foot per month.

(n) Landlord has reasonably available up to, and not exceeding, 25 spaces for the parking of vehicles for Tenant, and Tenant agrees not to exceed such parking usage during the term hereof.

(o) Janitorial services are to be paid by Tenant.

(p) Real Estate Broker is N/A, (if any), and no other real estate broker is involved in this Lease.

(q) Tenant's proportionate share of Operating Expenses (as defined in Section 4.5 of this Lease) which exceed the sum of \$ -0- per square foot of area comprising the Demised Premises, as specified in Section 1.1(f), in any calendar year during the Lease Term, or any extension thereof, shall be paid as additional rent by the Tenant to Landlord as specified in Section 4.4 of this Lease.

Each of the foregoing basic Lease provisions and defined terms shall be construed in conjunction with the references thereto contained in the other provisions of this Lease and shall be limited by such other provisions. Each reference in this Lease to any of the foregoing basic Lease provisions and defined terms shall be construed to incorporate each term set forth above under such basic Lease provision or defined term.

## ARTICLE II. GRANTING CLAUSE

2.1 In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Demised Premises as described in Section 1.1(f). TO HAVE AND TO HOLD said Demises Premises for a term ending that number of years and months specified in Section 1.1(g) after the "Rental Commencement Date" as hereinafter defined except that in the event the Rental Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of years and months in addition to the remainder of the calendar month following the Rental Commencement Date, all upon the terms and conditions set forth in this Lease.



### ARTICLE III. CONSTRUCTION AND ACCEPTANCE OF PREMISES

3.1 Landlord agrees that he will proceed to construct a lease space to be located substantially as shown on Exhibit "A". Tenant shall have no right to enter or occupy the Demised Premises until the same are ready for occupancy. The Demised Premises shall be deemed to be "ready for occupancy" when Landlord's work on the premises (except for minor finishing jobs), has been substantially completed. If Landlord should for any reason fail to complete such work prior to the Scheduled Completion Date stated in Section 1.1(h), Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, nor shall the term of this Lease be affected. When the Demised Premises are ready for occupancy, Tenant agrees to accept possession thereof.

3.2 The "Rental Commencement Date" of this Lease shall be the date thirty (30) days after the Demised Premises are ready for occupancy or the date upon which Tenant accepts possession of the Demised Premises, whichever date shall first occur. Any occupancy of the Demised Premises by Tenant prior to the Rental Commencement Date shall be subject to all of the terms and provisions of this Lease excepting only those requiring the payment of rent. Taking of possession by Tenant shall be deemed conclusively to establish that the Landlord's work has been completed and that the Demised Premises are in good and satisfactory condition as of when possession was to taken.

3.3 Landlord and Tenant each agree that at the request of either they will, following the Rental Commencement Date, execute and deliver a document acknowledging that Tenant has accepted possession and this Lease is operative, and reciting the exact commencement date and Rental Commencement Date, and termination date of this Lease.

3.4 The liability of Landlord and its partners and corporate officers and directors to Tenant for any default by Landlord under the terms of this Lease, shall be limited to the proceeds of sale on execution of the interest of the Landlord in the real estate described in Article I and Landlord and its partners and corporate officers and directors shall not be personally liable for any deficiency, except the Landlord shall remain liable to account to Tenant for any security given by Tenant to Landlord to secure performance of Tenant's obligations, hereunder. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

### ARTICLE IV. RENT

4.1 Rental shall accrue hereunder from the Rental Commencement Date as defined above, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment.

4.2 Tenant shall pay to Landlord Rental in monthly installments in the amounts specified in Section 1.1(i) above. The first monthly installment shall be due and payable on or before the Rental Commencement Date, and installments in the respective amounts specified in Section 1.1(i) shall be due and payable on or before the first day of each succeeding calendar month during the hereby demised term; provided, that if the Rental Commencement Date should fall on a date other than the first day of a calendar month, there shall be due and payable on or before such date as Rental for the balance of the calendar month during which such date shall fall, a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Rental Commencement date to the end of the calendar month during which the Rental Commencement Date shall fall bears to the total number of days in such month, and all succeeding installments of Rental shall be payable in the respective amounts specified in Section 1.1(i) on or before the first day of each succeeding calendar month during the hereby demised term.

4.3 Tenant shall pay all Rent under this Lease at the times and in the manner provided in this Lease, without demand, set-off or counterclaim except as otherwise expressly provided in this Lease. Tenant hereby acknowledges and agrees that (i) Landlord and Tenant have expressly negotiated that except as otherwise expressly provided in Section 4.7 of this Lease, Tenant's covenants to pay Rent under this Lease are separate and independent from Landlord's covenant to provide the Landlord Services (defined below) hereunder, and (ii) had the parties not mutually agreed upon the independent nature of Tenant's covenants to pay Rent hereunder, Landlord would have required a greater amount of Rent in order to enter into this Lease.

4.4 Subject to all of the provisions of this Lease relevant hereto, Tenant promises and agrees to pay to Landlord, as additional rent hereunder, and as provided herein, at the office of the Landlord or at such other place designated by Landlord, without any prior demand therefor and without any deduction or set-off throughout the original and any extended term of this Lease, the amount of Operating Expenses exceeding the sum per square foot, comprising the Demised Premises, as specified in Section 1.1(a). Such amounts due from Tenant in payment of increased Operating Expenses shall be paid by Tenant at the end of each calendar year and within thirty (30) days from notice thereof from Landlord or may be estimated in advance by Landlord for each calendar year and, if requested by Landlord, shall be paid by Tenant to Landlord in equal installments of one-twelfth (1/12th) of such estimated amount (rounded to the nearest dollar amount), monthly in advance, upon the first day of each calendar month during the Lease term or any extended term. Said amounts shall be adjusted between Landlord and Tenant annually 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, in order that Landlord shall receive the precise amount due in payment of any such increase of Operating

Expenses for the preceding calendar year or any fractional calendar year.

4.5 For purposes of this Lease, the term "Operating Expenses", as used herein, shall include all expenses incurred with respect to the maintenance, management and operation of the Business Park of which the Demised Premises are a part, including, but not limited to, the following:

(a) Costs of sewer, security, trash removal, exterior cleaning and janitorial services (where applicable), landscaping, pest control, and wages and fringe benefits payable to employees of Landlord which fees are connected with the operation, management and maintenance of the Business Park; amounts paid to contractors or subcontractors for work or services performed in connection with the operation, management and maintenance of the Business Park; amounts paid for all repair and maintenance, including, without limitation, all labor, supplies, chemicals, equipment, materials, replacements, or other expenses for maintaining and operating the Business Park; and all sales and use taxes in connection therewith. The foregoing costs shall also include maintenance, replacement and repair costs of the parking and common areas, and any utility costs in connection with such parking and common areas;

(b) All real property taxes and special assessments of the Business Park. Should there ever be a change in the method of taxation of property, any franchise, gross receipts, income, profit or other tax which shall be levied against the Landlord, in substitution, in whole or in part for, or in lieu of, or in addition to, the property taxes required to be paid by the Landlord on the Business Park, such taxes shall be included as part of the Operating Expenses hereunder;

(c) All insurance premiums Landlord is required to pay or deems reasonably necessary to pay, including fire and extended coverage and public liability insurance with respect to the Business Park.

(d) Normal management fees.

4.6 If additional Rental is due under this Lease, Landlord shall provide the Tenant in his notice that such additional Rental is due, a computation of such additional Rental, in reasonable detail, and Tenant shall have the right, at its sole cost and expense, and at a reasonable time, to examine Landlord's books relevant to such additional Rentals which may be due under this Lease.

4.7 (a) To the extent any of the services or amenities required to be provided by Landlord pursuant to the terms of this Lease (the "Landlord Services") require electricity, gas and water supplied by public utilities, Landlord's covenants hereunder shall only impose on Landlord the obligation to use its good faith efforts to cause the applicable public utilities to furnish the

same. Failure by Landlord to furnish any of the Landlord Services to any extent, or any cessation thereof, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. As used herein, the phrase "causes beyond the reasonable control of Landlord" shall include, without limitation, acts of the public enemy, restraining of government, unavailability of materials, strikes, civil riots, floods, hurricanes, tornadoes, earthquakes and other severe weather conditions or acts of God.

(b) In the event of a failure by Landlord to provide the Landlord Services resulting from the malfunction or obsolescence of the Business Park's equipment or machinery, or from any other cause which is reasonably within the control of Landlord, Landlord covenants and agrees to use its diligent good faith efforts to promptly repair or replace such equipment or machinery, or to rectify such other cause, and to restore such Landlord Services. Tenant hereby covenants and agrees that in the event of any interruption or cessation of Landlord Services described in this Section 4.7, Tenant shall have no claim for rebate or abatement of Rent or for damages on account thereof unless such interruption or cessation of Landlord Services (i) renders all or any portion of the Demised Premises untenable, and (ii) such interruption or cessation continues for five (5) consecutive business days, in which event Landlord agrees that Rent with respect to the untenable portion of the Demised Premises shall be equitably abated thereafter until such Landlord Services are restored or the affected portion(s) of the Demised Premises are otherwise restored to a tenable condition. The Demised Premises shall be considered "untenable" when the Demised Premises are not reasonably useable for the conduct of Tenant's business.

(c) Tenant hereby acknowledges and agrees that Landlord is obligated to provide only the services and amenities expressly specified in this Lease, and that Landlord, its agents and representatives, have made no representations whatsoever of any additional services or amenities to be provided by Landlord now or in the future under this Lease ("Excess Services"). Notwithstanding the foregoing, Tenant recognizes that Landlord currently may be providing Excess Services for the tenants of the Business Park and may, in the future and at Landlord's sole option, elect to provide additional Excess Services from time to time. Tenant hereby agrees that Landlord's discontinuance of any Excess Services, including any Excess Services currently provided or announced, shall not constitute a default of Landlord under this Lease nor entitle Tenant to any abatement of or reduction in Rent.

4.8 TENANT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LANDLORD, ITS AGENTS AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES TO TENANT AS TO THE CONDITION OF THE DEMISED PREMISES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THAT LANDLORD

EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE DEMISED PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TENANT AND ITS QUALIFIED CONSULTANTS HAVE BEEN AFFORDED THE OPPORTUNITY TO CONDUCT ANY AND ALL INSPECTIONS OF THE DEMISED PREMISES AND THE BUSINESS PARK AS ARE DESIRED BY TENANT AND/OR RECOMMENDED BY SUCH CONSULTANTS PRIOR TO THE EXECUTION OF THIS LEASE.

4.9 Tenant shall have no right, and Tenant hereby waives and relinquishes all rights which Tenant might otherwise have, to claim any nature of lien against the Business Park or to withhold, deduct from or offset against any Rent or other sums to be paid to Landlord by Tenant except as expressly set forth in this Lease.

#### ARTICLE V. USE AND CARE OF PREMISES

5.1 The Demised Premises shall be used and occupied only for the purpose, or purposes specified in Section 1.1(1) above, and for no other purpose or purposes without the prior written consent of Landlord. Without limiting the foregoing, the Demised Premises shall not be used for any purpose which would tend to lower the first-class character of the Business Park, or otherwise interfere with standard operation of the Business Park, and Tenant shall not engage in any activity which is not in keeping with the standards of the Business Park.

5.2 Tenant shall not, without the Landlord's prior written consent, keep anything within the premises or use the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or on other parts of the Business Park. If Landlord should consent to such use and occupancy by Tenant, the Tenant shall pay on demand as additional rent the additional insurance premiums resulting from such use and occupancy. All property kept, stored, or maintained within the premises by Tenant shall be at Tenant's sole risk.

5.3 Tenant shall not permit any objectionable or unpleasant odors to emanate from the premises; nor place or permit any radio, television, loud speaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the Demised Premises; nor place any antenna, satellite dish, awning, equipment or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Business Park or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Business Park.

5.4 Tenant shall take good care of the Demised Premises and keep the same from waste, rodents and insects at all times. Tenant shall keep the Demised Premises, and sidewalks, serviceways, and loading areas adjacent to the premises neat, clean, and free from dirt or rubbish at all times, and shall carefully store in an

orderly manner all trash and garbage within the Demised Premises. Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Business Park area.

5.5 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations. Tenant shall also comply with all reasonable rules and regulations which Landlord may from time to time prescribe governing the conduct of business within the Business Park. Tenant will be responsible for causing its employees, customers, subtenants, licensees, and concessionaires to comply with all such laws, ordinances and regulations.

5.6 Tenant shall conduct its business and control its agents, ~~and if the agents shall~~ contractors, employees, invitees and licensees in such manner as not to create any nuisance or interference with Landlord's operations in the Business Park or the use and enjoyment thereof by other tenants of the Business Park and Tenant shall, at its expense, provide reasonable measures for the control and orderliness of its invitees and members of the public as it conducts such business.

5.7 If at any time during the term of this Lease, Tenant vacates all or substantially all of the Demised Premises, Landlord shall have the right, at Landlord's sole option, to terminate this Lease by written notice to Tenant at any time thereafter. In the event of such a termination, all Rent shall be paid up to the effective date of the termination and neither party shall have any further liability hereunder. If Tenant vacates the Demised Premises and Landlord has not exercised its right to terminate this Lease, Landlord shall have the right, at Landlord's sole option, (i) to suspend Tenant's parking rights under this Lease (if any) and (ii) to remove all of Tenant's signage visible from the exterior of the Demised Premises, all signage located in the common areas of the Business Park and Tenant's listing on the Business Park directory board.

#### ARTICLE VI. MAINTENANCE AND REPAIR OF PREMISES; ALTERATIONS; LANDLORD'S RIGHT OF ACCESS

6.1 Landlord shall keep the foundation, the exterior walls (except plate glass, windows, doors, door closure devices, window and door frames, molding, locks and hardware, and interior painting or other interior treatments of exterior walls), and roof of the Demised Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees and concessionaires. In the event that the Demised Premises should become in need of

repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping, if any, and paving.

6.2 Tenant shall keep the Demised Premises in good, clean condition and shall at its sole cost, and expense make all needed repairs and replacements, including replacement of cracked or broken glass, any special store front, windows, doors, heating system, plumbing work, pipes and fixtures, air-conditioning equipment and cooling tower, and the interior of the building generally and other improvements on the premises outside the Demised Premises except as otherwise provided herein to be performed by Landlord, and repairs, replacements and alterations required by any governmental authority, except for repairs and replacements required to be made by Landlord under the provisions of Section 6.1 and Article XI. Tenant shall also make all necessary repairs and replacements of its fixtures required for the proper conduct of its business. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at his option make such repairs, and Tenant shall pay to Landlord upon demand as additional rental hereunder the cost of such repairs, plus interest at the rate of ten percent (10%) per annum from the date of payment by Landlord until repaid by Tenant. At the expiration of this Lease, Tenant shall surrender the premises, including all improvements located thereon (except as otherwise provided in Section 6.3) in good condition, reasonable wear and tear and loss by fire, or other casualty covered by Landlord's insurance excepted. Landlord agrees to afford to Tenant the benefit of any guaranties or warranties of third parties which may be applicable to air-conditioning equipment and other machinery and equipment installed by Landlord in the Demised Premises.

6.3 Tenant shall not make any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures and equipment) which may be made or installed by either party hereto upon the Demised Premises shall remain upon and be surrendered with the premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the premises to their original condition at Tenant's expense. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Demised Premises shall become the property of Landlord, all without credit or compensation to Tenant. All air-conditioning equipment and heating

equipment put in by Tenant, except for replacement of equipment originally installed by Landlord, shall remain Tenant's property and may be removed by Tenant at the termination of the Lease, provided that Tenant is not then in default and under any obligation hereunder, and that Tenant shall repair any damage to the improvements occasioned by such removal.

6.4 All construction work (consented to in writing by Landlord) done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Business Park. Without limitation on the generality of the foregoing, Landlord shall have the right to require that such work be performed in accordance with rules and regulations which Landlord may from time to time prescribe. All costs of such work shall be paid promptly so as to prevent the assertion of any liens for labor or materials. Tenant agrees to indemnify Landlord and hold him harmless against any loss, liability or damage resulting from such work and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage. Whenever Tenant proposes to do any construction work within the Demised Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may request covering all such work. Such plans and specifications shall comply with such requirements as Landlord may from time to time prescribe for construction within the Business Park. In no event shall any construction work be commenced within the Demised Premises without Landlord's written approval of such plans and specifications.

6.5 Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs or additions to the Demised Premises, or of making repairs, alterations, or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, tenants or lenders.

#### ARTICLE VII. SIGNS; STORE FRONTS; ROOF

7.1 Tenant shall not, without Landlord's prior written consent (a) install outside the interior surface of the perimeter walls of the Demised Premises any lighting or awnings, or any decorations or paintings or (b) install any drapes, blinds, shades, or other coverings on display windows and entrance doors, or (c) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from outside of the Demised Premises. Landlord shall have the right to remove any sign or signs in order to paint the building or premises or to make any other repairs or alterations. All signs installed shall be kept in good condition and in proper operating order at all times. Use of the roof is reserved to the Landlord, provided such use does not unreasonably interfere with Tenant's occupancy.



## ARTICLE VIII. UTILITIES

8.1 Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewerage service to the Demised Premises, in accordance with and subject to any special provisions which may be contained in Exhibit "A" attached hereto.

8.2 The party specified in Section 1.1 (m) shall promptly pay all charges for electricity, water, gas, sewerage service, and other utilities furnished to the Demised Premises.

8.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by him, nor for interruptions in utility services furnished by him which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord or in order to make alterations, repairs, or improvements.

## ARTICLE IX. INDEMNITY AND PUBLIC LIABILITY INSURANCE

9.1 Landlord and its partners and corporate officers and directors shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises caused by the negligence or misconduct of Tenant, its employees, subtenants or licensees, or of any other person entering the Business Park under express or implied invitation of Tenant or arising out of the use of the premises by Tenant of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold him harmless from any loss, expense, or claims arising out of such damage or injury.

9.2 Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring Tenant against any and all liability for injury or death to a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Demised Premises, or by the condition of the Demised Premises, the limits of such policy or policies to be in the amount not less than One Hundred Thousand Dollars (\$100,000.00) in respect of injuries to or death of any one accident or disaster, and in an amount not less than Fifty Thousand Dollars (\$50,000.00) in respect of property damaged or destroyed, or with such other limits as may be required by Landlord, and to be written by an insurance company or companies satisfactory to Landlord. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to

Landlord at least thirty (30) days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional rent hereunder the premium cost thereof plus interest at the rate of ten percent (10%) per annum from the date of payment by Landlord until repaid by Tenant.

#### ARTICLE X. NON-LIABILITY FOR CERTAIN DAMAGES

10.1 Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in the Demised Premises or any other portions of the Business Park, including but not limited to injury or damage caused by the Demised Premises or other portions of the Business Park becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Business Park or of any other persons whomsoever.

#### ARTICLE XI. DAMAGE BY CASUALTY

11.1 Landlord shall cause to be maintained upon all of the buildings situated within the Business Park, fire and extended coverage insurance for not less than eighty percent (80%) of the full insurable value thereof. Such insurance premiums paid by Landlord shall be part of the Operating Expenses, as defined in Section 4.5 of this Lease.

11.2 Tenant shall give immediate written notice to Landlord of any damage caused by the Demised Premises by fire or other casualty.

11.3 In the event that the Demised Premises shall be damaged or destroyed by fire or any other casualty covered by Landlord's insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at his sole cost and expense to rebuild and repair the Demised Premises, but Landlord shall not be obligated to expend for such rebuilding and repair any amount in excess of the insurance proceeds recovered by Landlord as a result of such loss. If the building in which the Demised Premises are located shall (a) be destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) be destroyed or rendered untenable to an extent of fifty percent (50%) of area of such building by a

casualty covered by Landlord's insurance, then in either such event Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and if he elects to rebuild and repair he shall proceed to do so with reasonable diligence and at his sole cost and expense.

11.4 Landlord's obligation to rebuild and repair under this Article XI shall in any event be limited to restoring the building to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that, promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its signs, fixtures and equipment.

11.5 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Rental shall be reduced to such extent as the Demised Premises shall be tenable and in proportion thereto.

11.6 All fire and extended coverage insurance, boiler insurance, and other insurance carried either by Landlord or Tenant covering losses arising out of destruction or damage to the Demised Premises or its contents or to other portions of the Business Park, shall provide for a waiver of rights of subrogation against Landlord and Tenant on the part of the insurance carrier.

#### ARTICLE XII. EMINENT DOMAIN

12.1 If the Demised Premises shall be taken or condemned in whole or in part for public purposes, then the term of this Lease shall, at the option of Landlord, forthwith cease and terminate, Landlord receiving the entire award for land and building.

#### ARTICLE XIII. ASSIGNMENT OR SUBLETTING BY TENANT

13.1 If Tenant should desire to assign this Lease or sublet the Demised Premises or any part thereof or allow same to be used or occupied by others, Tenant shall give Landlord written notice (which shall specify the duration of said desired sublease or assignment, the date same is to occur, the exact location of the space affected thereby and the proposed rentals on a square foot basis chargeable thereunder) of such desire at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease or allow such a use or occupancy. Landlord shall then have a period of forty-five (45) days following receipt of such notice within which to notify Tenant in writing that Landlord elects:

(a) to terminate this Lease as to the space so affected as of the date so specified by Tenant in which event Tenant shall be relieved of all obligations hereunder as to such space arising from and after such date, or

(b) to suspend this Lease as to the space so affected as of the date and for the duration so specified by Tenant in its notice, in which event Tenant will be relieved of all obligations hereunder as to such space during said suspension, including a suspension of the rent herein specified in proportion to the portion of the Demised Premises affected thereby (but after said suspension, if the suspension is not for the full term hereof, Tenant shall once again become liable hereunder as to the applicable space), or

(c) permit Tenant to assign this Lease or sublet such space for the duration specified in such notice, subject to Landlord's subsequent written approval of the proposed assignee or sublessee, which approval shall not be unreasonably withheld if (i) the proposed assignee or sublessee is a respectable party of substantial financial worth (as determined solely by Landlord) and Tenant shall have provided Landlord with proof thereof, (ii) the nature and character of the proposed assignee or sublessee, its business and activities and intended use of the Demised Premises are in Landlord's sole judgment consistent with the standards of the Business Park and the location in which the Demised Premises are located, (iii) neither the proposed assignee or sublessee (nor any party which, directly or indirectly, controls or is controlled by or is under common control with the proposed assignee or sublessee) is then an occupant of any part of the Business Park or a party with whom Landlord is then negotiating to lease space in the Business Park, (iv) the form and substance of the proposed sublease or instrument of assignment is acceptable to Landlord (which acceptance by Landlord shall not be unreasonably withheld) and is expressly subject to all of the terms and provisions of this Lease and to any matters to which this Lease is subject, (v) the proposed occupancy would not increase the maintenance requirements of Landlord or impose an extra burden upon the Business Park's systems or Landlord's ability to provide services to other tenants in the Business Park, (vi) Tenant enters into a written agreement with Landlord whereby it is agreed that any Profit (as hereinafter defined) realized by Tenant as a result of said sublease or assignment shall be payable to Landlord as it accrues as additional rent hereunder, and (vii) the granting of such consent will not constitute a default under any other agreement to which Landlord is a party or by which Landlord is bound. "Profit" as used herein shall mean (1) in the case of an assignment of this Lease, any and all sums and other consideration of whatever nature paid to Tenant for or by reason of the assignment for the value of this Lease, including any amounts paid to Tenant for all or part of Tenant's assets in the

Demised Premises, to the extent in excess of the reasonable fair market value of such assets, less Tenant's reasonable direct costs of brokerage commissions and tenant inducements paid to or for the benefit of the assignee, and (2) in the case of a sublease of all or any portion of the Demised Premises, the difference between (A) the base rental, additional rental and all other consideration of whatever nature payable to Tenant by such sublessee for or by reason of the sublease, including any amounts paid to Tenant for all or part of Tenant's assets in the Demised Premises, to the extent in excess of the reasonable fair market value of such assets, and (B) the sum of (x) the base rental and Tenant's additional rental (as set forth in Article IV above) with respect to the Demised Premises and (y) the Amortization Factor. The "Amortization Factor" means the amount necessary to amortize fully Tenant's reasonable costs incurred to third parties directly in connection with the sublease in equal monthly installments at a rate of ten percent (10%) per annum on a straight-line basis over the term of the sublease.

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13.2 In the event of the transfer and assignment by Landlord of his interest in this Lease and in the building containing the Demised Premises to a person expressly assuming the Landlord's obligations under this Lease, Landlord shall thereby be released from any further responsibility hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest of Landlord; and, upon acknowledgment of such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

13.3 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises nor may such interest be transferred by operation of law.

#### ARTICLE XIV. PROPERTY TAXES AND ASSESSMENTS

14.1 Subject to the provisions of Sections 14.2 and 14.3 below, Landlord agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the Demised Premises or any part thereof owned by Landlord, provided, however, Landlord may, at his sole cost and expense dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid.

14.2 Such taxes to be paid by Landlord pursuant to Section 14.1 shall include, but are not limited to, any real estate tax, real estate rental receipt or gross receipt tax or any other tax of Landlord imposed by federal, state or other taxing authorities as

a substitution for or in addition to the current method of property taxation used for the funding of governmental services. The total taxes payable shall also include the cost, including attorney's and appraiser's fees, of any contest or appeal pursued by Landlord in an effort to reduce the tax or assessment on which any tax or other imposition provided for in this section is based. All such taxes paid by Landlord shall be part of the Operating Expenses, as defined in Section 4.5 of this Lease.

14.3 If, at any time during the primary term of this Lease or any renewal or extension thereof, any special assessments should be made against the Business Park, of which the Demised Premises are a part, whether for street improvements or other purposes, such assessments paid by Landlord, plus any interest Landlord must pay thereon, shall be part of the Operating Expenses defined in Section 4.5 of this Lease. If at any time during the term of this Lease or any renewal or extension thereof, any governmental agency or body requires a modification or change in the Demised Premises or any part thereof, Tenant shall pay to Landlord, on demand, the total cost of such modification or change, provided, however, if any such modification or change is required to be made to the entire Business Park, Tenant shall pay to Landlord, on demand, Tenant's pro-rata share thereof. Should any governmental body or agency determine that Tenant's use of the sanitary sewer system serving the Business Park causes the sewage standard of the Business Park to exceed certain maximum permitted requirements promulgated by such governmental body or agency, and which causes an increase in the sanitary sewer rates or charges applicable to the Business Park, Tenant shall, at the option of the Landlord, be required to: (a) pay the amount of such increased charges; or (b) install, at Tenant's own cost and expense, a separate water meter and sanitary sewer line serving the Demised Premises.

#### ARTICLE XV. DEFAULT BY TENANT AND REMEDIES

15.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (1) Tenant shall fail to pay any installment of rent hereby reserved when due.
- (2) Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.
- (3) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (4) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of

the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or such guarantor shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or such guarantor thereunder.

- (5) A receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.
- (6) Tenant shall desert or vacate any substantial portion of the Demised Premises.
- (7) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.
- (8) The transfer of ownership interests in Tenant in one or more transactions, the result of which is to change the majority ownership interest and/or control of Tenant from that which existed as of the date of execution of this Lease.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- A. Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which he may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay Landlord, on demand, the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Landlord may treat such default as an entire breach of this Lease, and Tenant agrees to pay Landlord on demand as damages a sum of money equal to the total of (i) the cost of recovering the Demised Premises, including costs of removing and storing Tenant's or other occupants' property, (ii) the cost of altering, remodeling, repairing or otherwise putting the Demised Premises into a condition acceptable to a new tenant or tenants, (iii) reasonable broker's fees incurred by Landlord in re-renting all or a portion of the Demised Premises, (iv) the unpaid basic Rental and other sums payable at the time of termination of this Lease, plus interest thereon as set forth herein, (v) the balance of basic Rental and other sums for the remainder of the lease term, less the fair market rental value of the Demised Premises for the remainder of the lease term as of the time of termination of this Lease, such difference to be discounted to present value

at the time of termination at the rate of five percent (5%) per annum (Landlord and Tenant hereby stipulating that such fair market rental value shall in no event be deemed to exceed seventy percent (70%) of the total rental due for such period, and (vi) any other reasonable expenses of Landlord caused by such default and any other sums owed by Tenant to Landlord.

B. Terminate Tenants' right of possession to the Demised Premises (without terminating this Lease), in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, and without terminating this Lease, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim or damages therefor. In such event, Tenant shall pay Landlord on demand as damages a sum of money equal to the total of (i) the cost of recovering the Demised Premises, including costs of removing and storing Tenant's or other occupants' property, (ii) the cost of altering, remodeling, repairing or otherwise putting the Demised Premises into a condition acceptable to a new tenant or tenants, (iii) reasonable broker's fees incurred by Landlord in re-renting all or a portion of the Demised Premises (if Landlord at its sole election determines to relet the Demised Premises), (iv) the unpaid basic Rental and other sums payable at the time of termination of this Lease, plus interest thereon as set forth herein, (v) the difference, if any, between the basic Rental and other sums due Landlord after such default, and the rental and other sums actually received by Landlord after such default, (vi) any deficiency that may arise by reason of Landlord's decision to relet the Demised Premises, and (vii) any other reasonable expenses of Landlord caused by such default and any other sums owed by Tenant to Landlord. Landlord shall have the right to collect said sums by suit from time to time. Notwithstanding Landlord's pursuit of the remedies pursuant to this subparagraph B, Landlord may at any time after such default elect to terminate this lease for such default.

C. Enter upon the Demised Premises by force, if necessary, including, without limitation, the altering of locks and other security devices, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages, resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise. The following provisions shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code of 1990, as well as any successor statute governing the right of a landlord to change



the door locks of commercial tenants. In the event an event of default occurs, Landlord is entitled and is hereby authorized, without any further notice to Tenant whatsoever, to enter upon the Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Premises, thereby permanently excluding Tenant and its officers, principals, agents, employees and representatives therefrom. In the event that Landlord has either permanently repossessed the Demised Premises pursuant to the foregoing provisions of this Lease, or has terminated this Lease by reason of Tenant's default, Landlord shall not thereafter be obligated to provide Tenant with a key to the Demised Premises at any time, regardless of any amounts subsequently paid by Tenant; provided, however, that in any such instance, during Landlord's normal business hours and at the convenience of Landlord, and upon receipt of written request from Tenant accompanied by such written waivers and releases as the Landlord may require, Landlord will (at Landlord's option) either (1) escort Tenant or its authorized personnel to the Demised Premises to retrieve any personal belongings or other property of Tenant not subject to the Landlord's statutory lien or the lien and security interest described in Section 16.1 of this Lease, or (2) obtain a list from Tenant of such personal property as Tenant intends to remove, whereupon, Landlord shall remove such property and make it available to Tenant at a time and place designated by Landlord. However, if Landlord elects option (2), Tenant shall pay, in cash in advance, all costs and expenses estimated by Landlord to be incurred in removing such property and making it available to Tenant and all moving and/or storage charges theretofore incurred by Landlord with respect to such property. If Landlord elects to exclude Tenant from the Demised Premises without permanently repossessing or terminating pursuant to the foregoing provisions of this Lease, then Landlord shall not be obligated to provide Tenant a key to re-enter the Demised Premises until such time as all delinquent Rent and other amounts due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Landlord's satisfaction (if such cure occurs prior to any actual permanent repossession or termination), and Landlord has been given assurance reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease. During any such temporary period of exclusion, Landlord will, during Landlord's regular business hours and at Landlord's convenience, upon receipt of written request from Tenant (accompanied by such written waivers and releases as Landlord may require), escort Tenant or its authorized personnel to the Demised Premises to retrieve personal belongings of Tenant or its employees, and such other property of Tenant as is not subject to the Landlord's statutory lien or the lien and security interest described in Section 16.1 of this Lease. Landlord may take the actions described in this paragraph without being deemed

in any manner guilty of trespass, conversion, eviction or forcible entry or detainer and without incurring any liability for any damages resulting therefrom, including any liability arising under Chapter 93 of the Texas Property Code, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law; Tenant hereby waiving any right to claim damage for such re-entry and expulsion, including any rights granted to Tenant by said Chapter 93 of the Texas Property Code.

D. If Landlord elects to terminate Tenant's right to possession of the Demised Premises without terminating this Lease, Landlord shall have the right to take possession of all improvements and fixtures thereon that are owned by Tenant and shall have the right to use, and to permit any party to whom a portion of the Demised Premises are relet by Landlord to use such improvements and fixtures during such period of reletting and Landlord shall have the right at any time thereafter to terminate this Lease, whereupon the foregoing provisions with respect to termination of this Lease will thereafter apply.

E. Landlord may, with or without judicial process, enter the Demised Premises, remove all persons therefrom, and take possession of all goods, inventory, stock, equipment, fixtures and all other personal property belonging to or owned by Tenant, situated in, on or about the Demised Premises, without liability for trespass or conversion, whereupon said personal property shall be deemed the property of Landlord, and Landlord, or its agents, may thereafter relet the Demised Premises and above-described personal property to a new tenant for its use.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of reletting of the Demised Premises by Landlord as above provided, allowance shall be made for the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

15.2 If, on account of any breach or default by Tenant in Tenant's obligations hereunder, it shall become necessary for Landlord to employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable attorney's fees incurred by Landlord in such connection, which amount shall be deemed to be no less than fifteen percent (15%) of all sums due by Tenant.

15.3 Landlord hereby acknowledges receipt from Tenant of the sum stated in Section 1.1(j) above, to be applied to the first accruing installments of rent. Landlord further acknowledges receipt from Tenant of the sum stated in Section 1.1(k) above to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this Lease. Provided, however, should the Lease terminate, as herein provided, during the middle of any year, Landlord shall be permitted to retain such security deposit to secure the payment of any and all amounts of rent escalations, which are provided for in this Lease, which might be due for the Tenant's pro-rata portion of the year that Tenant had occupied the Demised Premises. Tenant's deposit shall be returned to Tenant if Landlord has determined that no escalations are due by the Tenant for such year. If Tenant owes any such escalations, the same shall be deducted from the security deposit and the balance thereof, if any, remitted to the Tenant.

#### ARTICLE XVI. LANDLORD'S LIEN

16.1 In addition to the statutory landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach of Tenant of any covenant, agreement or condition contained herein, upon all inventory, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom 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 and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Demised Premises and take possession of any and all inventory, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at private or public sale, with or without having such

property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. Unless otherwise required by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice to Tenant of a private or public sale shall be met if such notice is given in the manner prescribed in Article XIX of this Lease at least ten (10) days before the time of sale, Tenant agreeing that such notice affords Tenant sufficient opportunity prior to sale to obtain a hearing if desired by Tenant. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held in the Demised Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in Harris County, Texas, for five (5) consecutive days before the date of sale. Landlord or his assigns may purchase at a public sale, and unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law; Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

#### ARTICLE XVII. HOLDING OVER

17.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said premises as a Tenant from month to month at double rental and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not.

#### ARTICLE XVIII. SUBORDINATION

18.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing upon the Demised Premises or upon the Business Park as a whole, and to any renewals and extensions thereof; but Tenant agrees that any such mortgage shall have the right at any time to subordinate such

mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority, if he so elects at any time, to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed upon the Demised Premises or upon the Business Park as a whole, and Tenant agrees, upon demand, to execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants and conditions of this Lease. In the event that Tenant shall fail to execute any such instrument promptly as requested, Tenant hereby irrevocably constitutes Landlord its attorney-in-fact to execute such instrument in Tenant's name, place and stead.

#### ARTICLE XIX. BANKRUPTCY

19.1 If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this Section Tenant's successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the Lease, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and nonappealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord (i) may require from the assignee a deposit or other security for the performance of its obligations under the Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a tenant similar to the assignee; and (ii) shall receive, as additional rent, any and all Profit (as defined in Section 13.1). Any person or entity to which this Lease is

assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of the Tenant's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Tenant's obligations under this Lease, or to regain possession of the Demised Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

#### ARTICLE XX. NOTICES

20.1 Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith.

20.2 If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one (1) person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

#### ARTICLE XXI. MISCELLANEOUS

21.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto,

shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

21.2 The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

21.3 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

21.4 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

21.5 All obligations of Landlord and Tenant under the terms of this Lease shall be payable and performable in Harris County, Texas.

21.6 Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises.

21.7 Words of any gender used in this Lease shall be held and construed to include any gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21.8 This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

21.9 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to the Landlord a statement in form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the dates to which rent and other charges payable under this Lease have been paid.

21.10 The Laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

21.11 The terms, provisions, and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including but not limited to any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option be exercised or performed by Landlord's agent or attorney.

21.12 In the event that the Landlord shall make any expenditures for which the Tenant is responsible, or which the Tenant should make, then the amount thereof together with the interest at the rate of ten percent (10%) per annum and costs, may at the Landlord's election, be added to and be deemed a part of the installment of rent next falling due.

21.13 Tenant agrees that all employees employed by it and associated with its business shall use the area for parking to be designated by Landlord.

21.14 Should Tenant fail to make any payment under this Lease (including, without limitation, the payment of rent), within ten (10) days after said payment is due, Tenant agrees to pay Landlord, on demand, as a late charge, ten percent (10%) of any such payment.

21.15 Tenant's right of possession under this Lease is expressly contingent upon the continued timely payment of rent hereunder.

#### ARTICLE XXII NOTICES

22.1 Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith.



22.2 If and when included within the term "Landlord", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant", as used in this instrument, there are more than one (1) person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

DATED AT HOUSTON, TEXAS THIS 30th DAY OF March, 2000.

By Dan Wainberg  
LANDLORD, Brookhollow Plaza, Inc.

By Paul L. Singleton  
TENANT, Miracle Educational Systems, Inc.

# NORTHWEST PREPARATORY ACADEMY

## 2000-2001 Charter School Calendar

Reporting Periods	[Begin/End]	Days Taught
1st Reporting Period	8/14 - 9/22	29
2nd Reporting Period	9/25 - 11/3	29
3rd Reporting Period	11/9 - 1/12/01	32
4th Reporting Period	1/15 - 2/23	29
5th Reporting Period	2/29 - 4/13	29
6th Reporting Period	4/16 - 5/31	32
<b>TOTAL DAYS TAUGHT</b>		<b>180</b>

Holiday	Date
Labor Day	September 4, 2000
Thanksgiving	Nov 22 - 24, 2000
Winter Break	Dec 18 - Jan 5, 2001
Martin L. King Jr.'s Birthday	Jan 15, 2001
Spring Break	March 19 - 23, 2001
Easter	April 13 - 16, 2001
Memorial Day	May 28, 2001

### Staff Development

August 8, 2000	October 9, 2000
August 9, 2000	January 4, 2001

### Bad Weather Make Up Days

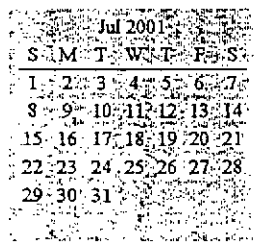
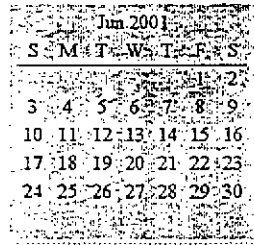
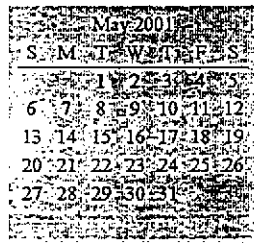
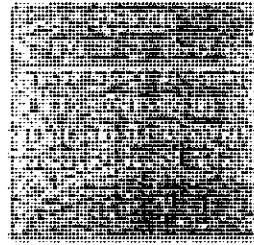
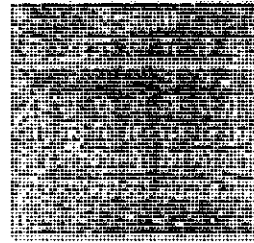
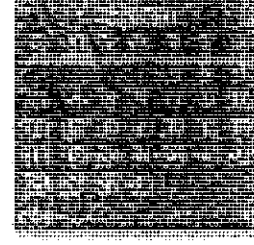
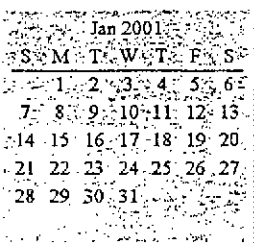
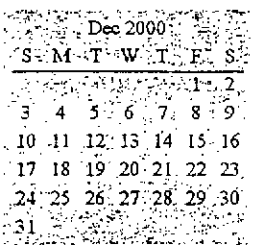
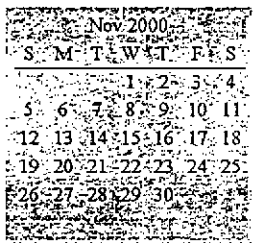
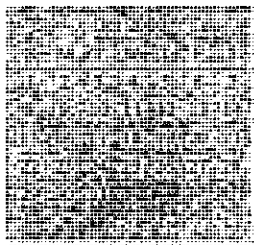
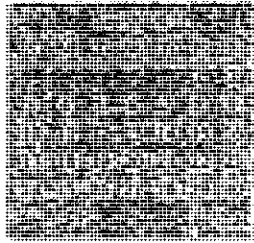
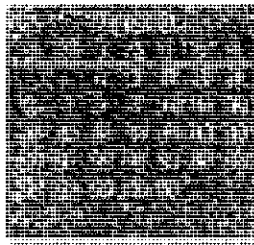
April 16, 2001	May 28, 2001
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### Teacher Work Days

August 10, 2000	January 5, 2001
August 11, 2000	June 1, 2001

### Legend

- Begin Attendance Reporting Period [
- End Attendance Reporting Period ]
- Holiday
- Staff Development
- Bad Weather Make Up Days
- Teacher Work Day
- Hours of Operation 8:00a.m - 4:30p.m
- Teacher/Student Contact Hours
- 8-11:30a.m /12:00-4:00p.m

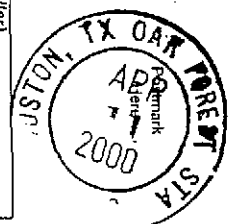


U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only: No Insurance Coverage Provided)

Article Sent To:

Dr. Donald Collins - Klein ISD

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (endorsement Required)	1.25
Restricted Delivery Fee (endorsement Required)	
Total Postage & Fees	\$ 5.85



Name (Please Print Clearly) (to be completed by mailer)  
Erik Singleton - MES  
Street, Apt. No., or P.O. Box No.  
1500 N.W. Fray, Ste. 490  
City, State, ZIP+4  
Houston, TX 77092  
Form 3800, July 1999 See Reverse for Instructions

Northwest Preparatory Academy  
Attachment#19  
Evidence of Mailing to Affected  
School Districts

April 6, 2000

Dr. Donald Collins  
Superintendent  
Klein ISD  
7200 Spring Cypress Road  
Houston, Texas 77379

Dear Superintendent and President of the Board of T

This is to inform you that Miracle Educational application to the State Board of Education for cons enrollment charter school. As part of the applica approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later July 1, 2000 for Fifth Generation applications for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter Schools at (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Erik L. Singleton at (713) 688-3600.

Sincerely,

CEO  
Miracle Educational Systems

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

Article Sent To:

Dr. Rod Paige - HISD

Postage	\$ 3.20
Certified Fee	1.25
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



Name (Please Print Clearly) (To be completed by mailer)  
 Erik Singleton - MES  
 Street, Apt. No. or P.O. Box No.  
 11500 NW Frewy. Ste 490  
 City, State, Zip+4  
 Houston TX 77092  
 PS Form 3800, July 1999 See Reverse for Instructions

April 6, 2000

Dr. Rod Paige  
Superintendent of Schools  
HISD  
3830 Richmond Avenue  
Houston, Texas 77027

Dear Superintendent and President of the Board of Trustees:

This is to inform you that Miracle Educational Systems, Inc. has submitted an application to the State Board of Education for consideration of an open-enrollment charter school. As part of the application process, certain approvals are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later July 1, 2000 for Fifth Generation applications for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application and complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools please contact Brooks Flemister in the Division of Charter Schools at (512) 463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact Erik L. Singleton at (713) 688-3600.

Sincerely,  
  
 CEO  
 Miracle Educational Systems

6100253

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

Article Sent To:

Mr. Richard Berry - Cypress Fairbanks ISD

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



Name (Please Print Clearly) (To be completed by mailer)  
Erik Singleton - MES  
Street, Apt. No.; or P.O. Box No.  
11520 N.W. Fwy, Ste. 490  
City, State, Zip+4  
Houston, TX 77092  
PS Form 3800, July 1999 See Reverse for Instructions

April 6, 2000

Mr. Richard Berry  
Superintendent  
Cypress Fairbanks ISD  
10300 Jones Road  
Houston, Texas 77065

Dear Superintendent and President of the Board of Trustees:

This is to inform you that Miracle Educational Systems is submitting an application to the State Board of Education for consideration of an open-enrollment charter school. As part of the application process, approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

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Sincerely,

CEO  
Miracle Educational Systems

Article Sent To:

Dr. Harold Guthrie - Spring Branch

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Addressee Required)	1.25
Restricted Delivery Fee (Addressee Required)	
Total Postage & Fees	\$ 5.85



Please Print Clearly (To be completed by addressee)  
 Name: Erik Singleton - MES, Inc.  
 Street, Apt. No., or P.O. Box: 11510 Northwest Freeway, Ste 490  
 City, State, ZIP+4: Houston, TX 77092  
 Form 3800, July 1999 See Reverse for Instructions

April 6, 2000

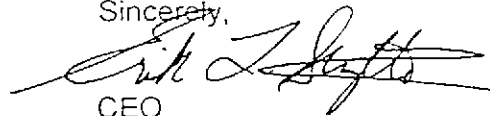
Dr. Harold Guthrie  
 General Superintendent  
 Spring Branch ISD  
 955 Campbell Road  
 Houston, Texas 77024

Dear Superintendent and President of the Board of Trustees:

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Sincerely,  
  
 CEO  
 Miracle Educational Systems

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

Article Sent To:

M.B. Donaldson - Aldine ISD

Postage	\$ 3.20
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



*(Name, Please Print Clearly) (To be completed by mailer)*  
 Erik Singleton, MES-INC.  
 Street, Apt. No.; or P.O. Box No.  
 11500 N.W. Emory, Ste. 490  
 City, State, Zip+4  
 Houston, TX 77092  
 PS Form 3800, July 1999 See reverse for instructions

April 6, 2000

M.B. Donaldson  
Superintendent  
Aldine ISD  
14910 Aldine Westfield  
Houston, Texas 77039

Dear Superintendent and President of the Board of T

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Sincerely,  
  
CEO

Miracle Educational Systems



# The State of Texas

SECRETARY OF STATE

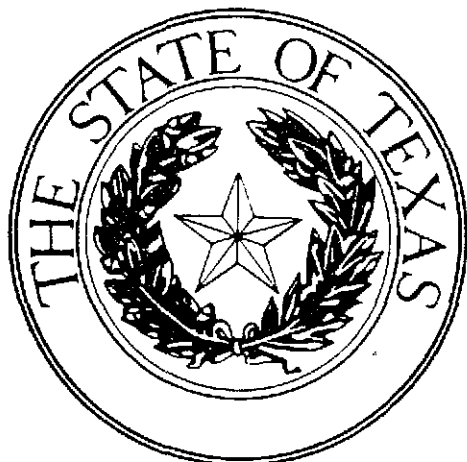
CERTIFICATE OF RESTATED ARTICLES  
OF INCORPORATION  
OF

MIRACLE EDUCATIONAL SYSTEMS

The undersigned, as Secretary of State of Texas, hereby certifies that Restated Articles of Incorporation of the above corporation duly executed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Restated Articles of Incorporation and attaches hereto a copy of the Restated Articles of Incorporation.

Dated: April 4, 2000



Elton Bomer  
Secretary of State

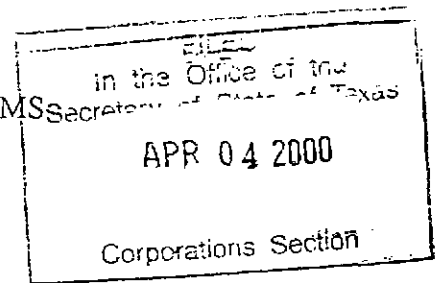
YD  
00257



RESTATED ARTICLES OF INCORPORATION  
(With Amendments)

OF

MIRACLE EDUCATIONAL SYSTEMS



ARTICLE ONE

Pursuant to the provisions of Article 4.06 of the Texas Non-Profit Corporation Act, Miracle Educational Systems, a Texas non-profit corporation ("Corporation") hereby adopts Restated Articles of Incorporation which accurately copy the Corporation's Articles of Incorporation and all restatements and amendments thereto that are in effect to date (if any) and as further amended by such Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any provisions thereof (except that the number, names and addresses of the present directors are inserted in lieu of similar information concerning previous directors).

ARTICLE TWO

The name of the Corporation is Miracle Educational Systems.

ARTICLE THREE

The Articles of Incorporation of the Corporation are amended by the Restated Articles of Incorporation as follows:

(a) To further set out the Corporation's organizational purposes, Article Four is amended to read in its entirety as set forth in Article Four of the Restated Articles of Incorporation hereinbelow set forth.

(b) To expand on the powers of the Board of Directors, to reflect a minimum number of directors required to compose the Board of Directors, and to set out the term of the service of the directors, Article Seven is amended to read in its entirety as set forth in Article Seven of the Restated Articles of Incorporation hereinbelow set forth.

(c) To reflect a change in the number and identity of the directors of the Board of Directors, Article Eight is amended to read in its entirety as set forth in Article Eight of the Restated Articles of Incorporation hereinbelow set forth.

(d) To allow and set out the parameters in which the Board of Directors, or committees of the Board of Directors, may take action by written consent in lieu of a meeting of the directors or committee members of the Board of Directors, a new Article Nine is hereby added to read in its entirety as set forth in Article Nine of the Restated Articles of Incorporation hereinbelow set forth.

(e) To reflect that the Corporation is prohibited from engaging in any activity or transaction which would result in the loss of its status as an organization exempt from federal income under section 501(a) of the Code, Article Ten is hereby added to read in its entirety as set forth in Article Ten of the Restated Articles of Incorporation hereinbelow set forth.

(f) To allow for the addition of new Articles Nine and Ten as described in (d) and (e) above, original Article Nine has been renumbered to Article Eleven, and modified to confirm that upon dissolution, the Corporation's assets may be distributed only to other 501(c)(3) organizations.

(g) To allow for limitation on the liability of the directors as permitted under the Texas Miscellaneous Corporation Laws Act, Article Twelve is hereby added to read in its entirety as set forth in Article Twelve of the Restated Articles of Incorporation hereinbelow set forth.

#### ARTICLE FOUR

Each such amendment made by these Restated Articles of Incorporation has been effected in conformity with the provisions of the Texas Non-Profit Corporation Act and, there being no members, such Restated Articles of Incorporation as so amended were duly adopted at a meeting of the directors held on April 4, 2000 and that such amendments received the vote of a majority of the directors in office.

#### ARTICLE FIVE

The Corporation's Articles of Incorporation and all restatements, amendments, and supplements thereto are hereby superseded by the following Restated Articles of Incorporation which accurately copy the entire text thereof and as amended as hereinabove set forth:

RESTATED ARTICLES OF INCORPORATION

OF

MIRACLE EDUCATIONAL SYSTEMS

ARTICLE ONE

The name of the Corporation is Miracle Educational Systems.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The Corporation is organized exclusively for religious, charitable, scientific, testing for public safety, literary or educational purposes, or the prevention of cruelty to children or animals as defined in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"). More specifically, the Corporation is organized solely as an organization described in section 501(c)(3) of the Code, and exempt from taxation under section 501(a) of the Code. The Corporation shall be operated exclusively for such purposes, and except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of charitable and educational purposes, no part of its net earnings shall inure to the benefit of, or be distributable to, any director, officer or other private person. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise

attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

#### ARTICLE FIVE

The street address of its initial registered office is 11500 Northwest Freeway, Suite 490, Houston, Texas 77092, and the name of its initial registered agent at such address is Mr. Stevie Roberts.

#### ARTICLE SIX

The said Corporation is to have no members.

#### ARTICLE SEVEN

The direction and management of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in its Board of Directors which shall be composed of such number of persons, not less than three (3), as may be fixed by the bylaws of the Corporation. The directors shall continue to serve until their successors are selected in the manner provided in the bylaws of the Corporation.

#### ARTICLE EIGHT

The number of directors currently constituting the Board of Directors is five (5), and the names and addresses of the persons who currently serve as directors are:

Ervin D. Seamster, Jr.  
2535 Wedglea  
Dallas, Texas 75211

Kenneth W. White  
15114 Easton Park Drive  
Houston, Texas 77095

Irvine Epps  
3100 Cleburne  
Houston, Texas 77004

Anjali Jain  
6300 Hillcroft, Suite 304  
Houston, Texas 77081

Cassandra Evans-Jones  
3334 Richmond Avenue, Suite 121  
Houston, Texas 77098

#### ARTICLE NINE

Any action required to be taken at a meeting of the directors, or which may be taken at a meeting of the directors of the Corporation, or a committee of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors, or committee members, were present and voted, provided such consent is in the form provided for and such action is taken in accordance with the Act, these articles and the bylaws of the Corporation.

#### ARTICLE TEN

Notwithstanding any other provision of these articles, the Corporation shall not engage, participate or intervene in any activity or transaction which would result in the loss by the Corporation of its status as an organization exempt from federal income taxation under section

501(a) of the Code, and the use, directly or indirectly, of any part of the assets of the Corporation in any such activity or transaction is hereby expressly prohibited.

#### ARTICLE ELEVEN

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer and set over such funds or property or rights thereto in such manner and to such organization (or organizations) which shall at such time of dissolution qualify as an organization (or organizations) exempt from federal income taxation under section 501(a) of the Code, or corresponding provisions hereafter in effect, as an organization (or organizations) described in section 501(c)(3) of the Code, or corresponding provisions hereafter in effect, as the Board of Directors in its sole discretion shall determine. Any such assets not so disposed of shall be disposed by the District Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### ARTICLE TWELVE

A director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which

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

Dated: April 3, 2000

By: Ervin D. Seamster, Jr.  
Ervin D. Seamster, Jr., President



Discussion Draft 03/17/00

**BY-LAWS  
OF  
MIRACLE EDUCATIONAL SYSTEMS**

(Effective April \_\_, 2000)

**TABLE OF CONTENTS**

**ARTICLE I**

Offices ..... 1

**ARTICLE II**

Board of Directors ..... 1  
Section 1: General Powers ..... 1  
Section 2: Number, Tenure and Qualifications ..... 1  
Section 3: Resignation ..... 1  
Section 4: Removal ..... 2  
Section 5: Regular Meetings ..... 2  
Section 6: Special Meetings ..... 2  
Section 7: Notice ..... 2  
Section 8: Quorum ..... 2  
Section 9: Manner of Acting ..... 3  
Section 10: Vacancies ..... 3  
Section 11: Compensation ..... 3  
Section 12: Action by Written Consent ..... 3  
Section 13: Conference Telephone ..... 3

**ARTICLE III**

Officers ..... 4  
Section 1: Officers ..... 4  
Section 2: Election and Term of Office ..... 4  
Section 3: Resignation ..... 4  
Section 4: Removal ..... 4  
Section 5: Vacancies ..... 4  
Section 6: President ..... 5  
Section 7: Vice President ..... 5  
Section 8: Treasurer ..... 5  
Section 9: Secretary ..... 5

Discussion Draft 03/17/00

Section 10: Assistant Treasurers and Assistant Secretaries ..... 6

ARTICLE IV

Committees ..... 6  
Section 1: Committees of Directors ..... 6  
Section 2: Other Committees ..... 6  
Section 3: Term of Office ..... 7  
Section 4: Chair ..... 7  
Section 5: Vacancies ..... 7  
Section 6: Quorum ..... 7  
Section 7: Rules ..... 7

ARTICLE V

Contracts, Checks, Deposits and Gifts ..... 7  
Section 1: Contracts ..... 7  
Section 2: Checks, Drafts, etc. ..... 8  
Section 3: Deposits ..... 8  
Section 4: Gifts ..... 8

ARTICLE VI

Books and Records ..... 8

ARTICLE VII

Fiscal Year ..... 8

ARTICLE VIII

Waiver of Notice ..... 8

ARTICLE IX

Amendments to By-laws ..... 9

ARTICLE X

Indemnification ..... 9  
Section 1: Right to Indemnification ..... 9

**Discussion Draft 03/17/00**

Section 2: Appearance as a Witness ..... 9  
Section 3: Non-exclusivity of Rights ..... 10  
Section 4: Insurance ..... 10  
Section 5: Savings Clause ..... 10

Discussion Draft 03/17/00

**BY-LAWS  
OF  
MIRACLE EDUCATIONAL SYSTEMS**

(Effective April \_\_, 2000)

**ARTICLE I**

Offices

The principal office of Miracle Education Systems (the "Corporation") in the State of Texas is located at 11500 Northwest Freeway, Suite 490, Houston, Texas. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Non-Profit Corporation Act (the "Act"). The registered office may be, but does not need to be, identical with the principal office in the State of Texas, and the address of the principal office and the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**

Board of Directors

Section 1: General Powers

The affairs of the Corporation shall be managed by its Board of Directors (the "Board"). Directors need not be residents of the State of Texas.

Section 2: Number, Tenure and Qualifications

The number of Directors shall be not less than three (3). Such number of Directors shall from time to time be fixed and determined by the Board and set forth in the notice of any meeting held for the purpose of electing Directors. Until changed by the Board, the number of Directors constituting the Board shall be five (5). Each Director shall serve for a term of five (5) years following the date of appointment and until his or her successor shall have been appointed, unless he or she dies or is sooner removed or resigns pursuant to these By-laws.

Discussion Draft 03/17/00Section 3: Resignation

Each Director shall have the right to resign at any time upon written notice thereof to the President or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4: Removal

The Board may remove a Director from the Board by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board, at any time when such removal is determined by the Board to be in the best interest of the Corporation.

Section 5: Regular Meetings

A regular annual meeting of the Board shall be held in with five (5) days notice to each Director. The Board may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 6: Special Meetings

Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

Section 7: Notice

Notice of any special meeting of the Board shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail, telegram, telefacsimile or electronic mail to each Director at his or her address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by telefacsimile or electronic mail, such notice shall be deemed delivered when sent. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transaction at, nor the purpose of, any regular or special meeting of the

Discussion Draft 03/17/00

Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

Section 8: Quorum

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 9: Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these By-laws.

Section 10: Vacancies

Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 11: Compensation

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12: Action by Written Consent

In accordance with the Corporation's Restated Articles of Incorporation and pursuant to Article 1396- 9.10C of the Act, any action required to be taken, or which may be taken at a meeting of the Board or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Directors or committee members as would be necessary to take that action at a meeting at which all of the Directors or committee members were present and voted.

Section 13: Conference Telephone or Similar Communication System

Directors may participate in a meeting through use of a conference telephone, video conferencing, the Internet or similar communications system so long as all participants consent to the meeting

Discussion Draft 03/17/00

being held by means of such system and participants in such meeting can hear or communicate concurrently with one another.

**ARTICLE III**OfficersSection 1: Officers

The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the office of President and Secretary.

Section 2: Election and Term of Office

The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Resignation

Any officer may resign at any time by giving written notice thereof to the President or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

Section 4: Removal

Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 5: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Discussion Draft 03/17/00

Section 6: President

The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the Board. He or she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-laws or by statute to some other officer or agent of the Corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 7: Vice President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 8: Treasurer

If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; and in general perform all the duties as from time to time may be assigned to him or her by the President or by the Board.

Section 9: Secretary

The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records; keep a register of the post office address, electronic mail address and telefacsimile number of each Director which shall be furnished to the Secretary by such Director; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.



Discussion Draft 03/17/00Section 10: Assistant Treasurers and Assistant Secretaries

If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the President or the Board.

**ARTICLE IV**CommitteesSection 1: Committees of Directors

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more persons, a majority of whom are Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Corporation, except that no such committee shall have the authority of the Board in reference to amending, altering or repealing the By-laws; electing, appointing or removing any committee member or any Director or officer of the Corporation; amending the Articles of Incorporation; restating Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor, adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him or her by law.

Section 2: Other Committees

Other committees not having and exercising the authority of the Board in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such committee member whenever in their judgment the best interests of the Corporation shall be served by such removal.

**Discussion Draft 03/17/00****Section 3: Term of Office**

Each committee member shall continue as such until the next annual meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

**Section 4: Chair**

One committee member shall be appointed chair by the person or persons authorized to appoint the members thereof.

**Section 5: Vacancies**

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 6: Quorum**

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**Section 7: Rules**

Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board.

**ARTICLE V****Contracts, Checks, Deposits and Gifts****Section 1: Contracts**

The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Discussion Draft 03/17/00****Section 2: Checks, Drafts, etc.**

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Corporation.

**Section 3: Deposits**

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

**Section 4: Gifts**

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

**ARTICLE VI****Books and Records**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board.

**ARTICLE VII****Fiscal Year**

The fiscal year of the Corporation shall begin on January 1 and end on December 31 in each year.

**ARTICLE VIII****Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or the By-laws of the Corporation, a waiver thereof in writing signed

Discussion Draft 03/17/00

by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE IX**Amendments to By-laws

These By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new By-laws at such meeting.

**ARTICLE X**IndemnificationSection 1: Right to Indemnification

The Corporation shall, to the fullest extent to which it is empowered to do so by Art. 1396-2.22A of the Act (but without reliance on subsection (2) of Section R of that statute) and in accordance with the procedures specified in that statute, (i) indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Director and (ii) pay or reimburse, in advance of the final disposition of the proceeding, the reasonable expenses incurred by such a person in connection with such a proceeding or in connection with the person's appearance as a witness or other participation in a proceeding in which the Corporation, a Director or Officer of the Corporation, or a former Director or officer of the Corporation, was or is a named defendant or respondent. The Corporation shall (x) indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer of the Corporation and (y) pay or reimburse, in advance of the final disposition of the proceeding, the reasonable expenses incurred by such a person in connection with such a proceeding or in connection with the person's appearance as a witness or other participation in a proceeding in which the Corporation, a Director or officer of the Corporation, or a former Director or officer of the Corporation, was or is a named defendant or respondent, in each case only to the extent that a Director or former Director of the Corporation would be entitled to indemnification and payment or reimbursement of expenses pursuant to the foregoing provisions of this Article X. A person's right to indemnification pursuant to the foregoing provisions of this Article X shall not be affected by the fact that the liability against which indemnity is sought was wholly or partially a result of the person's sole or concurrent negligence.

Section 2: Appearance as a Witness

Discussion Draft 03/17/00

Notwithstanding any other provisions of this Article, the Corporation may pay or reimburse expenses incurred by a Director or others in connection with his appearance as a witness or other participation in a proceeding at a time when such Director is not a named defendant or respondent in the proceeding.

Section 3: Non-exclusivity of Rights

The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or other individual person indemnified pursuant to Section 1 of this Article X may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation, these By-laws, agreement, vote of the disinterested Directors, or otherwise.

Section 4: Insurance

The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic company, Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such individual person against such expense, liability or loss under this Article.

Section 5: Savings Clause

If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director or any other individual person indemnified pursuant to this Article as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

Discussion Draft 03/17/00

CERTIFICATE

I, the undersigned officer of Miracle Educational Systems ("Corporation"), a Texas non-profit corporation, do hereby certify that the foregoing By-laws were duly adopted as the By-laws of the Corporation on \_\_\_\_\_, 2000, by the affirmative vote of all of the Directors of the Corporation then in office.

Dated: \_\_\_\_\_, 2000.

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## NORTHWEST PREPARATORY

This contract is executed between the Texas State Board of Education (the "Board") and **Miracle Education Systems** ("Charterholder") for an open-enrollment charter to operate a Texas public school.

<b>General</b>
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1. Definitions. As used in this contract:

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charterholder" means the sponsoring entity identified in the charter application.

"Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066 .

"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 #701-01-004; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.

3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.

4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through August 1, 2005, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

<b>Students</b>
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8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. 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. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated.
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 charter school 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. Non-religious instruction and affiliation. The charter school shall not conduct religious instruction. The charter school, the sponsoring entity, and any entity that owns or controls the sponsoring entity in whole or in part (including by the power to select



officers or directors) shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.

12. 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 including 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. The charter school shall also be monitored for effectiveness and compliance in implementing all applicable federal programs.
  - (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.

13. 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.
14. 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.
15. 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.
16. 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.
17. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

### Financial Management

18. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
19. 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. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR § 80.20.
20. Federal Withholding Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.

21. 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.
22. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the 120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular A-133.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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

30. 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.
31. 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.
32. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. 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.
34. 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.
35. 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.

36. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
37. 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. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval Board. When approved by the Board for a new location for an instructional facility, the charterholder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.
38. Access by the Handicapped. Facilities occupied and used by charter schools shall comply with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines; 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services); the Uniform Federal Accessibility Standards required by the federal Architectural Barriers Act of 1968, as amended; and other applicable federal requirements. In addition, the charterholder shall require the facility to comply with the Texas Accessibility Standards (TAS) of the Texas Architectural Barriers Act, Article 9201, Texas Civil Statutes, promulgated by the Texas Department of Licensing and Regulation. The charterholder shall be responsible for conducting inspections to ensure compliance with these specifications.

<b>Enforcement</b>
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39. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.


40. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC , Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
41. 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


42. 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.
43. 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.
44. 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 #701-01-004; (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).
45. 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.
46. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
47. Governing Law. In any suit arising under this contract, Texas law shall apply.
48. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 3<sup>rd</sup> day of November 2000.

Texas State Board of Education

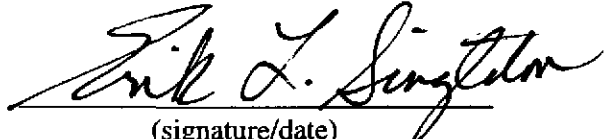
  
By Chase L. Lintermeyer, Chairman

Charter holder

  
(signature/date)

**Ervin D. Seamster Jr.**

Chairperson, Governing Board of Charter holder

  
(signature/date)

**Erik L. Singleton**

Chief Operating Officer, Charterholder

# Miracle Educational Systems



Erik L. Singleton  
Executive Director

September 22, 2000

Mary Perry  
Manager, Charter Schools  
Texas Education Agency  
1701 N. Congress Avenue  
Austin, Texas 78701-1494

Dear Mary:

Enclosed please find the modifications to Northwest Preparatory Academy's application for 5<sup>th</sup> Generation Open-Enrollment Charter School as directed by agency staff and the State Board of Education.

The following changes have been made:

**Transition Services 300.29**

The modified description reflects Federal Law by including transition service needs when the student turns 14 by focusing on the course of study.

**Page 26-Food on Campus**

The statement "...Pupils are expected to eat the food on their tray even if it is not their favorite." Northwest Preparatory Academy will accommodate students with disabilities where tactile defensiveness, food allergies and behavioral issues are present with specific disabilities.

**Parent/Student Handbook (Attachment #12) – Page 20**

Terminology has been changed to reflect "students with disabilities".

In addition, all correspondence should be mailed to 11500 Northwest Freeway, Suite 490, Houston, Texas, 77092 and directed to my attention.

Thank you for your continued cooperation.

Sincerely,

*Erik L. Singleton*  
Erik L. Singleton  
CEO

11500 Northwest Freeway, Suite 490 Houston, Texas 77092  
(713) 688-3600 Fax (713) 688-0884

00290



## 7. Transition Planning

Chapter 29, Subchapter A of the Texas Education Code provides that each school district will develop and annually review an individual transition plan (ITP) for each student enrolled in a special education program who is at least 14 years of age by focusing on the course of study.

## 8. Certified personnel for the provision of services to children with special needs

The teacher that participates in the ARD committee meeting, in accordance with 34 CFR, §300.344(a)(2), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disabilities categories, then the teacher must be qualified to provide the educational services the child may need. The charter school proposed herein will follow all rules and regulations to ensure that the appropriate teacher participates in the ARD Committee meeting.

The school will use procedures that ensure that each teacher involved in a student's instruction has the opportunity to provide input and request assistance regarding the implementation of the student's IEP. These procedures include methods for a student's regular or special education teachers to submit requests for further consideration of the student's IEP or its implementation. In response to this request, the school's procedures will include a method to determine whether further consideration is necessary and whether this consideration will be informal or will require an ARD committee meeting. If the school determines that an ARD committee meeting is necessary, the student's current regular and special education teachers shall have an opportunity to provide input. The school will also ensure that each teacher who provides instruction to a student with disabilities receives relevant sections of the student's current IEP, such as goals and objectives, modifications/accommodations, and adaptations.

IEP's and all special plans will be kept in each classroom where teachers are able to check the student's program.

## 9. Services to Expelled Students

Although it is unlikely that students will be suspended or expelled from Northwest Preparatory Academy, a procedure will be developed to accommodate those students' educational services beyond the school who are suspended for more than 10 days per semester or expelled from the school.

Northwest Preparatory Academy will comply with TEA rules requiring that all disciplinary actions regarding students with disabilities shall be in accordance with federal requirements and modeled after the Texas Education Code (TEC), Chapter 37, Subchapter A (relating to Alternative Settings for Behavior Management). The ARD committee will determine the instructional and related services to be provided during the

enrolled in such school on the basis of the decision of its membership, rather than upon the free choice of any student in the school, who is qualified under the rules of the school, to fill the special aims of the organization.

### **PAGING DEVICES, CELLULAR TELEPHONES - Board policy FNCE(LOCAL)**

The Northwest Preparatory Academy Charter School prohibits students from possessing paging devices, including cellular telephones, while on school property or while attending school-sponsored or school-related activities on or off school property. A paging device/cell phone is a telecommunications device that emits an audible signal, vibration, or message display, or otherwise, summons or delivers a communication to the possessor.

Students who violate this policy shall be subject to established disciplinary measures. Northwest Preparatory Academy Charter School employees shall confiscate any paging devices found on school property or found while attending school-sponsored or school-related activities on or off school property.

Parents shall be notified within two school days after the paging device is confiscated. Notification shall also be made to the paging company whose name and address appear on the device. Confiscated paging devices shall be held by the Northwest Preparatory Academy Charter School for a period of 30 days after notification has been made.

Parents or paging companies may obtain release of the paging device for a fee to be determined by the Board. After the 30-day period has expired, the Northwest Preparatory Academy Charter School shall dispose of the paging device.

### **Discipline: Specialized Needs for Students with Disabilities**

Each student with disabilities individual education plan (IEP) may address the student's specialized needs on discipline, including which of the discipline management techniques can be appropriately used with the student. Refer to Student Code of Conduct section.

### **DISCIPLINARY PROCEDURES FOR STUDENTS WITH DISABILITIES**

This section describes only those procedures which differ from the procedures for non-disabled students.

#### ***Alternative Education Program***

Each student with disabilities IEP may indicate which of the alternative education programs can appropriately be used. If none of these options is appropriate, the IEP shall specify what disciplinary measures can be used for offenses that would normally warrant an assignment to an alternative education program.

### *Removal of Students with Disabilities*

Removal of a student with disabilities for emergency reasons shall be used only in emergency situations and shall not exceed five school days. Consecutive five-day removals are prohibited, unless the ARD committee determines that the student poses a immediate threat to the safety of himself or others, or disrupts the safety of the learning environment. If the parents appeal the ARD committee's decision and refuse to permit a change in placement, the charter school may ask a court injunction to remove a dangerous student with disabilities for more than ten consecutive days.

If emergency removals, suspensions, or removals to alternative education total 16 school days in a year, the ARD committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

### *Suspension or Removal to Alternative Education Program*

Term of removal: Students with disabilities may be suspended for a period not to exceed three class days per offense or to an alternative education program for a period not to exceed ten consecutive school days.

Students with disabilities shall not be removed to an alternative education program for more than ten days unless the ARD committee first determines whether the alleged behavior in question was related to the disabling condition. If the ARD committee determines there is a connection, they must also determine what action is appropriate. Removal for more than ten consecutive school days, requires ARD committee action, subject to the parent's right to appeal.

If a student with disabilities is removed from school premises for any reason for a total of 16 days or more in the school year, the ARD committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

### *Expulsion/Due Process*

A student with disabilities may be expelled for engaging in conduct that would warrant such action for a non-disabled student only if the ARD committee determines the misconduct is not related to the disabling condition or inappropriate placement.

In determining whether a student's disruptive behavior is related to a student's disabling condition, the ARD committee shall base its decision on currently effective evaluation and assessment data and on review of the current IEP documentation rather than on established eligibility or previous committee decisions. The committee shall consider whether the student's behavior indicates the need for new assessment or evaluation data. Unless the parents agree otherwise, the student must be returned to his current placement after ten days while additional assessments are being conducted.

The ARD committee shall determine the instructional and related services to be provided during the time of expulsion. The student's IEP shall include goals and objectives designed to assist in returning the student to school and preventing significant regression.

If the ARD committee determines that the student's disruptive behavior is related to the disabling condition or inappropriate placement, the student shall not be expelled. If the disruptive behavior on the part of the student indicates an inappropriate placement, the ARD committee shall review the placement and recommend alternatives. If the ARD committee determines that the behavior was related to the disabling condition, it shall either rewrite the IEP to address the student's behavioral and educational needs, or, when appropriate, consider the extension of an emergency removal.

### *Appeals*

A decision by the Board's designee to expel a student may be appealed to the Board. A student with disabilities shall not be excluded from his current placement pending appeal to the Board for more than ten days without ARD committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, unless the Northwest Preparatory Academy Charter School and parents agree otherwise, a student with disabilities shall remain in the present education setting.

### *Alternative Education Programs*

The Northwest Preparatory Academy Charter School shall make reasonable efforts to provide for the continuing education of a student placed in an alternative education program, which may include:

1. Placing student into another appropriate classroom, or
2. Placing student into in-school suspension (Alternate Study Program-ASP)
3. Placing student into an alternative education program (AEP) as defined by Texas Education Code 37.008 and for offenses specified in Sections 37.006 and 37.007.
4. Placing student in county juvenile justice alternative education program if the student is found to have engaged in conduct described by TEC 37.007 and the student is found by a juvenile court to have engaged in delinquent conduct under Title 3, Family Code.

### *Placing Student in Another Appropriate Classroom*

#### A. Objectives:

1. To provide an alternative educational setting in which a student removed from class for disciplinary reasons may continue his/her education to the extent possible.
2. To promote changes in attitude and behavior.