

**Application for an Open-Enrollment Charter School - Seventh Generation
Coversheet, page 1 of 2**

Date of Submission:

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

Thursday, February 15, 2001
5:00 P.M. Central Time

Name of Proposed School: Juan B. Galaviz Charter School

Maximum Grade Levels to be served: 9-12

Estimated 1st Year Enrollment 250 Max Enrollment 250

Name of Sponsoring Entity: Galaviz Academy, Inc.

Check one:	<input checked="" type="checkbox"/> 501(c)(3) nonprofit organization
	<input type="checkbox"/> Governmental Entity
	<input type="checkbox"/> College or University

SBOE District: 4

ESC:

Opening Date: 8/18/02

Chairperson of Board of Sponsoring Entity: Irma Guardarrama

Chief Executive Officer of Sponsoring Entity: Luis R. Cano

Chief Executive Officer of School: (None Yet) Luis R. Cano

Applicant Mailing Address: 5206 Airline Dr.

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

Contact Phone # 713-694-6027 Fax # 713-694-0419

Contact Email Address: [REDACTED]

List below the physical address of the main school campus and any proposed satellite campus:

Main Campus 5206 Airline Dr., Houston, TX 77022

Satellite Campus None

If necessary, attach additional satellite information.

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

Will the school require the business manager to be certified? Yes

Will the school require the accounting and/or business office personnel to be degreed with at least a bachelor's degree? Yes

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**Application for an Open-Enrollment Charter School - Seventh Generation
Coversheet, page 2 of 2**

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?

If YES to any of these three areas, the applicant must give full disclosure and list all instances completely as required in other portions of the application.

State law forbids someone convicted of a felony or misdemeanor involving moral turpitude from serving as an officer or member of the governing body of an open-enrollment charter school.

Has the sponsoring entity been involved in

No Litigation?

No Sanctions from any state regulatory agency?

If YES, explain completely as required in other portions of the application.

If the sponsoring entity already holds charters, have these charters been timely and accurate in reporting

N/A PEIMS information? N/A annual audit?

N/A participating in required annual evaluation?

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 charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application.

Terri R. Law Feb 14, 2001 (BLUE INK)
Signature of Chief Executive Officer Of Sponsoring Entity/Date

Terri R. Law Feb 14, 2001 (BLUE INK)
Signature of Application Preparer Was this person paid? Yes No X

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AT-RISK (75% RULE) CHARTER APPLICATION OF GALAVIZ ACADEMY – HOUSTON, TEXAS

Application Questions To Be Reviewed By Agency

1. Evidence of eligibility

A. Description of sponsoring entity

Galaviz Academy is a 501(c)3 organization serving at risk and adjudicated youth in Harris County, Texas. Linked to Galaviz Academy, in a cooperative relationship, is Polytechnic Institute, a for-profit post-secondary technical school. Polytechnic Institute will provide the space and some of the faculty for the new charter school of Galaviz Academy.

Galaviz Academy runs the WINGS program for the Harris County Juvenile Probation Department, serving 700 adjudicated youth each year. Approximately 25 percent of these youth are immigrants or children of immigrants living in dysfunctional or marginally dysfunctional situations. Many of the youth involved in the WINGS program live within the area to be served by the Galaviz Charter School. There are many more immigrant youth or children of immigrants with limited English proficiency (LEP) and living within the target area who, though not within the juvenile justice system, are living in dysfunctional situations in a non-English speaking home.

As a result, Galaviz Academy has recognized the need for a specialized high school for the most at-risk students in Houston – immigrants or children of immigrants who have limited English proficiency, are living in poverty and in dysfunctional situations and have a history of academic and/or legal problems. In addition to these at-risk youth, the adjudicated youth, many of whom are not welcomed back into traditional public schools, are in need of an education in a supportive and enriching environment. As a result, the agency has elected to create a charter school to address the needs of these youth. The Galaviz Charter School will target low-income students, ages 14 through 19, who are children of immigrants, most often monolingual Spanish speakers, and/or who are on probation for non-violent offenses. While other students will be accepted, priority will be given to adjudicated youth and immigrant students who run the greatest risk of dropping out of school, engaging in illegal activities and joining gangs due to frustration and social isolation.

Galaviz Academy has a 5-member Board of Directors comprised of recognized community leaders, with Luis Cano, Ed.D. as its Executive Director. Dr. Cano will serve as Superintendent of the Galaviz Charter School. Dr. Cano was the founder of Houston's George I. Sanchez Charter School (1973) and is president of Polytechnic Institute. Galaviz Academy was established in 1993 to provide services to adjudicated youth through the Harris County Juvenile Probation Department. The agency has received excellent evaluations from Harris County in terms of management, administration, fiscal responsibility and project performance.

Galaviz Charter School will be located on the site of Polytechnic Institute at 5206 Airline in North Houston. The mission of Polytechnic Institute, a post-secondary technical school, is to guide and assist students to become financially independent, emotionally strong and intellectually enriched. Not only will Polytechnic Institute lease classroom and administrative space to Galaviz Charter School for one dollar (\$1.00) per year, but the most responsible Polytechnic students will serve as mentors to the Galaviz students and the 11th and 12th graders will be able to enroll in elective classes with Polytechnic students. By blending the two student bodies, the Polytechnic students will be role models for the Galaviz students.

- B. 501(c) 3 Determination Letter – See Attachment 1*
- C. Articles of Incorporation – See Attachment 2*
- D. Bylaws – See Attachment 3*
- E. Biographical Affidavits of Governing Board members – See Attachment 4*
- F. History of sponsoring entity*

1. Financial History: Galaviz Academy, the sponsoring entity, was established in 1993 and incorporated in 1997 as a 501(c)3 in Houston, Texas and submits the appropriate 990 tax forms to IRS each year. Galaviz Academy operates an annual budget of \$275,000 and is under contract to the Harris County Juvenile Probation Department. Galaviz Academy provides monthly financial reports to Harris County and undergoes monthly reviews of expenditures. There are no unresolved questions or findings with the Harris County contract. Galaviz Academy is provided administrative space at Polytechnic Institute, and Galaviz Charter School will be provided administrative and classroom space at Polytechnic for one dollar per year. Polytechnic Institute owns the property on which Galaviz will be located.

Galaviz Academy and Galaviz Charter School will be seeking additional funding through various foundations and public agencies for both service delivery and research into successful methods of serving and educating at-risk immigrant youth. Currently Galaviz Academy receives its funding through the Harris County juvenile justice contract in addition to significant in-kind contributions from various sources. Polytechnic Institute receives its funds through grants for student tuition from U.S. Department of Education, Gulf Coast Career Center and U.S. Department of Labor. Due to the anticipated demographics of the students, Galaviz will be eligible for and be seeking funding through U.S. Department of Education's Title I, Title

II, Title IV, Title VI and Title VII programs.

As is occurring with Polytechnic Institute, Galaviz will be using Administristaff to manage its payroll and to provide appropriate business and employee guidelines and handbook elements.

2. Credit Report – See Attachment 5

3. Most recent IRS filing – See Attachment 6

4. Disclosure of Liens: There are no liens for Galaviz Academy. Polytechnic Institute has no mortgage on the 5206 Airline property to house Galaviz Charter School.

5. Litigation History: There has been no litigation against Galaviz Academy or Polytechnic Institute.

6. Sanctions from state regulatory agencies: There are no sanctions from state regulatory agencies.

2. Governance of Sponsoring Entity

A. Profile of Founding Board

The Board of Directors of Galaviz Academy, a 501(c)3 corporation, will form the founding Board of Galaviz Charter School. The Board consists of five members. The Board of Directors is comprised of community leaders and educators well versed in the social and educational issues of adjudicated and at-risk youth.

Initially, the Galaviz Academy Board of Directors will serve as interim charter school trustees. These board members and other Galaviz officials have agreed to undergo a criminal background check. As the new charter school Board of Trustees and officials are appointed, they will be required to undergo a criminal background check.

Galaviz Academy, the parent organization, is governed by a self-perpetuating Board of Directors, which provides policy oversight and hires an Executive Director for managing the agency. From time to time, the Board of Directors reviews and modifies the mission of the agency to assure continuing relevance. The current Board will be responsible for adopting the first mission statement for the charter school.

The parent Board operates under an adopted set of By-Laws that addresses Board duties and responsibilities and governing rules such as Board composition, election of members and officers, regular and special meetings, frequency of meetings, duties of standing, regular and ad hoc committees appointed to oversee aspects of the organization. Board members are protected from personal liability, to the extent permitted under law, with a Board liability policy. The Board of Directors of the parent organization

does not follow the Open Meetings and Open Records Act as it is not required by the Texas Nonprofit Corporation Act. However, the Charter School Board of Trustees will follow the Open Meetings and Open Records Act. Currently, Board policy delegates the authority to the Executive Director for full program implementation. The Executive Director of Galaviz Academy will be appointed as Superintendent of Galaviz Charter School and will appoint the school's Principal. The Board of the charter school will work in consort with the Superintendent/CEO and Principal for program development and implementation.

B. Description of Organizing Group (including 3 references each)

The organizing group, comprised of the Galaviz Academy Board of Directors includes the following:

Irma Guadarrama, Ph.D. is a tenured professor at the University of Houston Bilingual Education Program. She has published papers on bilingual education and conducts teacher training for several school districts. Dr. Guadarrama's references are:

- A. **Angela Valenzuela, Ph.D.**
Associate Professor of Sociology
CMAS W. Mall
University of Texas-Austin
Austin, Texas 78712
512-471-4557
- B. **Tacho Mindiola, Ph.D.**
Associate Professor of Sociology
Mexican American Studies
University of Houston
4800 Calhoun
Houston, Texas 77004
713-743-3136
- C. **Arturo Ramirez**
Attorney
3900 Essex, Suite 777
Houston, Texas 77027
713-552-1999

LaConia Graham is a Juvenile Probation Officer for Harris County Juvenile Probation and is a licensed Chemical Dependency Counselor. He is a former counselor for the George J. Sanchez Charter School. Mr. Graham's references are:

- A. **Julia Ramirez**
Field Administrator
Harris County Juvenile Probation

- 3540 W. Dallas
Houston, Texas 77019
713-512-4100
- B. Henry Gonzalez
Cups Supervisor
Harris County Juvenile Probation
2525 Murworth
Houston, Texas 77054
713-394-4343
- C. Philp Cano, Principal,
Raul Yzaguirre High School
2950 Broadway
Houston, Texas 77017
713-941-4275

Gloria Guardiola is a Special Education Diagnostician with the Fort Bend ISD and is the former Director of Research of Development for the AAMA. She was a diagnostician for the Houston Independent School District's Special Education Program for several years. Ms. Guardiola's references are:

- A. Sylvia Garcia
City Controller
City of Houston
901 Bagby
Houston, Texas 77002
713-247-1841
- B. Yolanda Navarro
Business Owner (Velia's Café)
Former Metro Board Member
2910 Navigation
Houston, Texas 77003
713-228-3542
- C. Olga Soliz
Solis and Associates, Accounting
Board Member Women's Center and Latino Learning Center
901 Richmond
Houston, Texas 77006
713-521-2545

Elizabeth Hernandez is a parent and community resident. Ms. Hernandez's references are:

- A. Delia Hinojosa
3101 Cromwell
Houston, Texas 77093
281-44-0240

- B. Saul De Leon
523 Surratt
Houston, Texas 77076
713-694-1359
- C. Velia Salvador
300 Sunnyside Apartment # 704
Houston, Texas 77076
713-691-1141

Stephen Mendoza is a community resident and is currently studying Medical Assisting and he has worked as a Certified Para Professional for Houston Independent School District. Mr. Mendoza's references are:

- A. Johnett Lamport
2615 Shadow Briar Lane
Houston, Texas 77073
281-821-1314
- B. Lisa Wilkins
5380 W. 34th Street
Houston, Texas 77092
713-695-2362
- C. Mattye Harland
8322 Swan Meadow
Humble, Texas 77338
281-446-5299

C. Role each group member will play and why supporting the application

Each of the Galaviz Academy Board members have elected to create and support the Galaviz Charter School. Each member will fulfill his/her Board duties as outlined below, in addition to assisting in the creation of the school, comprising the initial School Board, recruiting candidates for the subsequent Board and providing professional expertise where possible. The entire Board supports this application because of the great need it has seen in the education of neighborhood at-risk youth and the adjudicated youth it serves through Galaviz Academy. The Board is committed to reducing the number of youth, particularly children of immigrants, who enter the juvenile justice system and reducing the number of repeat offenders. Therefore, the Board, in its entirety, sees an innovative charter school addressing the special needs of these youth as the best means for achieving their commitment.

Each Board member has a vote and sets policy for the organization. Part of the policy voted upon by the Board was the establishment of Galaviz Charter School. The President of the Galaviz Academy Board is the principal executive of the corporation and supervises all of the business of the

corporation. The charter school Board will select its Superintendent/CEO, who during the founding years will be Dr. Luis Cano, the current Academy Board President. The Superintendent will be a non-voting member of the School Board, but may remain a voting member of the Galaviz Academy Board. The President of both Boards shall preside over meetings and have signatory powers for checks, legal documents and contracts.

The Vice President of each Board shall act in the absence of the President. In addition the Vice President of each Board shall carry out duties assigned to him/her by his/her respective Board President.

The Treasurer of each Board will give a bond for the faithful discharge of his/her duties in the sum designated by the full Board. The Treasurer of each Board shall have charge and custody of and be responsible for all funds and securities of the respective organizations.

Each Board will have a Secretary who will keep the minutes of the meetings and see that all notices are duly given in accordance with the provisions of the respective organizations' By-Laws, or as required by law. The Secretary will be the custodian of all organization records and, for the Galaviz Academy Secretary, the custodian of the seal of the corporation.

A final Board member will have full voting powers. The Galaviz Charter School Board will function in the manner set out by the Galaviz Academy structure and the By-Laws of both organizations. As stated above, the 2002-2003 Board of Directors for Galaviz Academy will serve as the initial Board of Directors of Galaviz Charter School. In the event that the Superintendent of the school is a current member of the Galaviz Academy Board, he will step down from the Charter School Board and be replaced by a member, elected from the Academy Board, who has no financial interest in the school.

D. Description of sponsoring entity's governance

1. Designated officer positions: As stated in the section above, the sponsoring entity is Galaviz Academy, a 501(c)3 non-profit corporation. The Board of Directors for Galaviz Academy include a President, Vice President, Treasurer, Secretary and fifth Board member. The Galaviz Charter School Board will consist of the same officer positions.

2. Manner of selecting and removing officers: Officers will be elected each year after the election of the new Board. Each officer shall hold the office until his/her successor has been duly elected. Any vacancy shall be filled by a vote of the Board of Directors for the unexpired portion of the term.

Any officer elected or appointed by the Board may be removed by the Board whenever, in the Board's judgement, it is in the best interest of the organization. Such removal must be without prejudice to the rights of the officer so removed and must be in writing.

3. Manner of selecting and removing members: Each Board member is selected annually by the vote of the current Board. The vote may be by mail and may be cumulative, giving one candidate as many votes from each Director as the number of Directors being selected. Board members may serve for up to three terms and, once completing their three consecutive terms, may be re-nominated after a one-year absence from the Board.

Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors. A member elected to fill a vacancy will serve for the unexpired term of his/her predecessor.

If the Board elects to increase its size, the new positions will be filled at the next annual meeting when the entire membership is elected.

The Board of Directors, by affirmative vote of two-thirds of all of the members, may suspend or expel a member for cause after an appropriate hearing.

4. Manner in which vacancies are filled: Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors. A member elected to fill a vacancy will serve for the unexpired term of his/her predecessor.

If the Board elects to increase its size, the new positions will be filled at the next annual meeting when the entire membership is elected.

5. Term of service for members: Members will serve for a term of one year, and may serve up to 3 consecutive terms. The President may serve for five consecutive terms.

6. Structure of terms (if and how staggered): The terms are not staggered, however as some members do not fulfill three full terms and the president may serve five years, the membership of the Board is staggered, with each election bringing new and current members into the organization.

E. Further Plans for Recruitment of Organizers

There are no plans to further recruit organizers for the Galaviz Charter School. However, during the first School Board election, parents and other interested community members, including educators, will be recruited to run for Board membership. The Board, beginning in Year 2, will have at least one parent represented and will strive to include experts in the field of secondary education, special education, juvenile justice and at-risk youth.

As the school develops, the Board may opt to expand its membership to 7 or 9 Board of Directors. At that time, the School Board will then solicit additional community leaders and/or parents to serve on the Board.

F. Manner in which textbooks will be selected

During each fall semester, the textbook committee will review its proposed courses for the following year, evaluate the texts and materials currently being used, and determine if any changes should be made. For the initial textbook selection, the committee will review texts used by Sam Houston High School and private and public schools serving a similar population. The committee will be comprised of teachers, parents and community leaders. The teachers on the committee must exhibit one of the following criteria: (1) have a master's degree in the curriculum area; (2) have experience in developing curricula or providing training in the content area; or (3) have served in a leadership role on a campus. By December of each year, the committee will download the TEA *Current Adoption Bulletin* from the Internet to identify conforming and nonconforming textbooks for the upcoming year, and will contact each of the publishers to receive sample copies of their state-adopted instructional materials. The committee will review all new materials, including the reason a text may be classified as nonconforming, and will recommend selections to the Principal and Superintendent who present recommendations to the School Board by the March meeting each year. The committee will alert the Principal, Superintendent and Board to any recommendations which are not listed on the adopted list, since any selections not on the adopted list for the foundation subjects will not be reimbursed at all and those for enrichment subjects will only be reimbursed at 70%. The committee will make all practical effort to select state-adopted materials as long as they fit within the vision of Galaviz and meet the needs of the student body. Once the selections are ratified by the Board, those on the state-adopted list will be ordered from TEA by April 1, using the EMAT Online textbook management system. Any foundation materials not on the adopted list will be ordered directly from the publisher, with all costs borne by Galaviz. Enrichment materials not on the adopted list will be ordered directly from the publisher, with reimbursement requests for 70% of the cost being submitted to TEA.

G. School Management Board (if different from sponsoring entity board)

The School Board will follow the structure and management set out by Galaviz Academy, the sponsoring entity. In future years, the Board may elect to expand in size, at which time additional members will be added and will have full voting power. The management and structure of the Board are outlined above in Sections 2.A-2.D.

3. Community Support

A. *Involvement of community groups in planning process*

The community, including the public education community, will be an integral part of Galaviz Charter School and have been involved in the planning process. Galaviz Charter School is partnering with Polytechnic Institute, a for-profit post-secondary technical school, which is providing facilities, faculty and mentors to the charter school. The businesses partnering with Polytechnic Institute will also be partnering with Galaviz Charter School, providing mentors, guest lecturers, post-graduation employment opportunities, and financial support.

Houston Independent School District's North Area Superintendent's office has agreed to work in cooperative effort with Galaviz Charter School and is currently working with Galaviz Academy and Polytechnic Institute. Erasmo Teran, North Area Superintendent, and his assistant, Dr. San Juanita Garza, have a long history of working with Galaviz and Polytechnic and have provided input into the planning process. Additionally, the North Area Superintendent's office will provide referrals to Galaviz of at-risk students who could benefit from enrollment in this unique school.

Dr. Garza of Houston Independent School District will assist Galaviz in establishing a business council to meet on a tri-annual basis, providing input, financial support, professional services, volunteers and other in-kind contributions. The business council will be comprised of small and large businesses within Galaviz's target area.

Galaviz Academy provides services to the Harris County Juvenile Probation Department. The juvenile probation agency is involved in the planning process of Galaviz Charter School and will continue to work with both Galaviz Academy, as the school's sponsoring entity, and the school in determining changing needs of the area's youth and developing appropriate programs to address the needs.

B. *Public hearing*

1. Public notice – See Attachment 7
2. Registration log – See Attachment 8
3. Synopsis of hearing – See Attachment 9

C. *Business arrangements and partnerships with support letters as Attachment 10*

D. *Independent references*

Raul Yzaguirre, CEO of National Council of La Raza
1111 19th St. NW, Suite 1000
Washington, DC 20036
202-785-1670

Dr. San Juanita Garza, Houston Independent School District Board
Member
5207 Airline Dr.
Houston, TX 77022 713-696-7650

Tony Colon, Education Director
National Council of La Raza
1111 19th Street, N.W., Suite 100
Washington, D.C. 20036
(202)785-1670

Lisa Cabral, Vice President, Chase Bank
9130 N. Freeway
Houston, TX 77037
281-591-5915

Laura Ramirez, Vice President, Chase Bank
2900 Woodridge
Houston, TX 77087
713-640-3395

E. *Notice of intent to apply*

1. Copy of newspaper notice – See Attachment 11
2. Copy of notice to elected officials – See Attachment 12

4. *School Demographics*

A. *School enrollment projections – 1st 5 years*

Galaviz Charter School expects to begin the 2002/03 school year with an enrollment of 250. Within the first five years the enrollment will increase to 500. While Galaviz will be opened to students from all ethnic and situational backgrounds, children of immigrants and non-violent adjudicated youth will be the targeted population. Therefore, it is anticipated that approximately 70% will be children of Mexican or Central American immigrants; 5% will be children of Asian immigrants; 15% will be African American; and 10% will be Anglo/Caucasian. The gender mix is expected to

be 60% male and 40% female. Due to the location, it is anticipated that about 20% will be younger siblings or children of Polytechnic Institute students or graduates. Approximately 25% to 50% will be adjudicated youth within the Galviz Academy's WINGS program.

B. Maximum enrollment goal

Galaviz has an enrollment goal of 500 students.

C. Grades to be served

Galaviz Academy will serve high school – grades 9th through 12th.

D. Enrollment by grade or grouping

The table below shows the anticipated enrolment by grade for the first year, anticipated first 5 years and maximum goal.

Grade	Projected 2002/03 Enrollment	Projected 2006/07 Enrollment	Maximum Enrollment	Maximum Class Size
9 th	75	150	150	20
10 th	65	125	125	20
11 th	60	125	125	22
12 th	50	100	100	22
Total	250	500	500	

E. Maximum class size allowed

The maximum class size allowed at Galaviz will be 20 students for 9th and 10th grades, 22 students for 11th grade and 12th grade, assuming that an average student:teacher ratio of no more than 20:1 is maintained. However, Galaviz will strive to have lower class sizes, particularly for the special education students.

F. Description of community where school will be located

Galaviz Charter School will be located at 5206 Airline in North Houston. The following maps will illustrate the location of the school and its primary (core), secondary and tertiary target areas. The primary (core) and secondary target areas are contained within Houston Independent School District – North Area. The tertiary (broad-based) target area is located within Houston and Aldine Independent School Districts. The source of the data used to describe the community where the school will be located is the 2002 estimates provided by the U.S. Department of Housing and Urban Development's Community 2020 GIS software. The community is majority Hispanic, with significant African American populations. All three sub-areas have a high rate of adults with no high school diploma. The table below

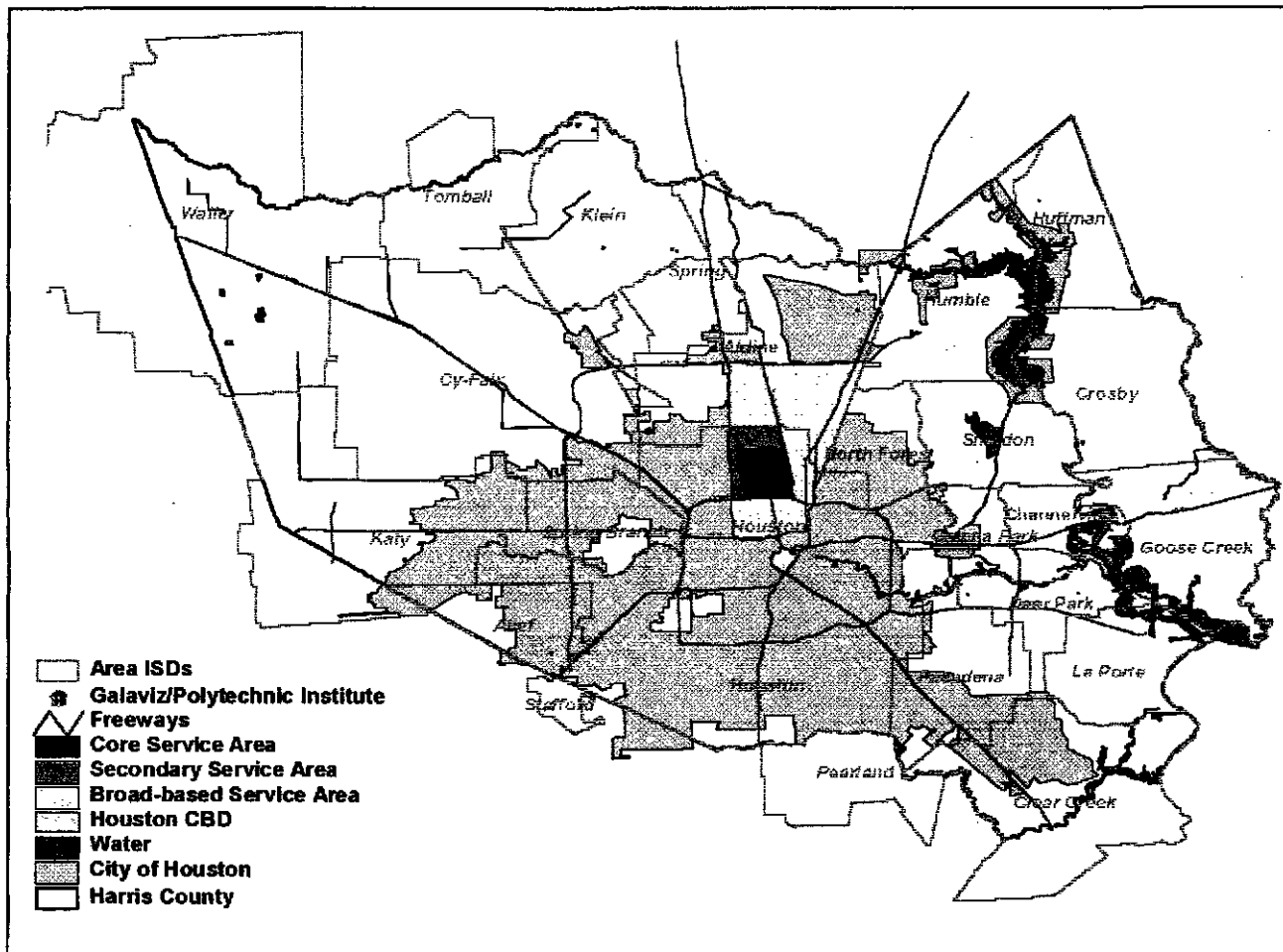
describes the general population in each of the three sub-areas:

Estimates for 2002 & Actuals for 1990*	Core Area	Secondary Area	Broad-Based Area
Total Population	41,082	23,652	153,199
Population 14-19 Years	3,587	2,019	13,649
% Total Hispanic Population	67.3%	51.8%	60.2%
% Total African American Pop.	25%	22.1%	19.5%
% Total Anglo/White Pop.	6.2%	24.1%	17.9%
% Total Other Pop.	1.5%	2.0%	2.4%
% 25 Yrs + w/ < 9 th Grade Educ.	20.6%	15.5%	19.4%
% 25 Yrs + w/ 9 th -12 th Grade Educ.	18.9%	18.5%	17.0%
% 25 Yrs + HSG/no college	31.5%	33.7%	30.9%
% 25 Yrs + w/ some college	14.0%	15.4%	14.7%
% 25 Yrs + AA, Bach, Grad degree	14.9%	16.9%	18.0%
% Executives, Professionals, Technicians	14.6%	18.8%	19.4%
% Households Earning < \$20,000	38.0%	11.1%	23.6%
% Spanish-speaking Households (1990)	32.3%	21.2%	35.5%
% Immigrant children (1990)	8.1%	6.8%	8.5%
% Immigrant adults (1990)	20.3%	15.5%	22.1%

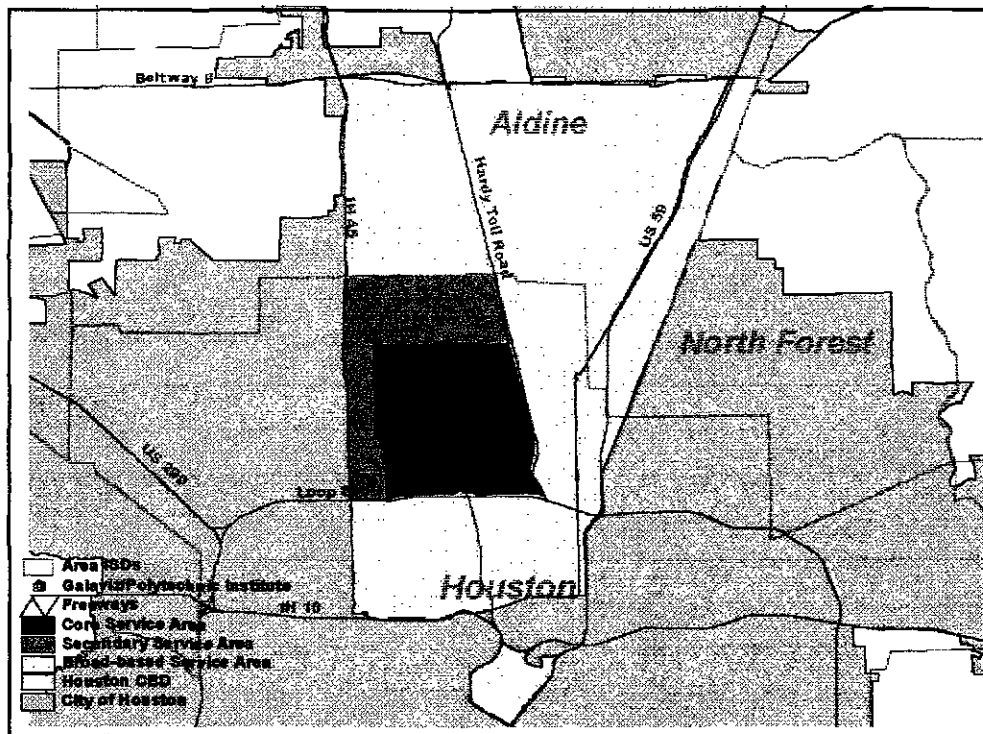
*Sources: U.S. Department of HUD, Community 2020 data files at block group level except where indicated, then source is U.S. Bureau of the Census 1990 STF3A at block group level

Galaviz Charter School, to be located on the site of Polytechnic Institute, will be on a major public bus line with easy access to both north-south and east-west routes. The location is in a mixed use community with large single family subdivisions, numerous apartments, including specialized housing for the elderly and disabled, major retail establishments, numerous office and industrial businesses and a number of post-secondary schools, including trade schools and a major Houston Community College site.

Location of Galaviz Charter School and Its Target Areas Within Harris County



Location of Galaviz Charter School within North Houston



The primary (core) area includes Sam Houston High School within the Houston Independent School District. The secondary area includes Booker T. Washington High School within the Houston Independent School District. The tertiary (broad-based) area includes Barbara Jordan and Jefferson Davis High Schools within Houston Independent School District and Aldine High School within Aldine Independent School District.

G. Reason for selected location

The location for Galaviz Charter School was selected for a number of reasons. First, there is no similar charter school in the North Houston area and the area has a large number of at-risk immigrant youth, adjudicated youth and high drop-out and non-graduation rates. Second, Polytechnic Institute will provide administrative and academic space through a dollar-a-year lease to Galaviz Charter School. This is a significant resource, making the charter school financially feasible. Additionally, Galaviz will share faculty with Polytechnic and will use Polytechnic students as mentors for the Juniors and Seniors. Third, the site has easy bus access to the surrounding residential areas, making transportation cost effective and efficient. Fourth, the facility is in close proximity to a major Houston Community College campus that can be accessed by students and faculty for additional resources. Fifth, Galaviz Academy and Polytechnic Institute have excellent relationships with the Houston Independent School District North Area Superintendent, located across the street from the campus, and with a

number of businesses and post-secondary schools in the area. This facilitates the community involvement. Therefore, while the area is in dire need of a specialized school serving at-risk immigrants and adjudicated youth, Galaviz has the expertise, desire and community connections to best address the needs of these students and to enhance their educational success.

Finally, the principals for both Sam Houston and Jeff Davis High Schools – those schools most impacted by the charter school – support the Galaviz Charter School plan in content and for this location.

5. Human Resource Information

A. Human resource policies – See Attachment 15

B. Salary schedules – See Attachment 13

C. Sample contracts – See Attachment 14

D. Policies on other issues – See Attachment 15

E. Administrator information

1. Biographical affidavit for each administrator – See Attachment 16

2. Powers and duties of each administrator: The primary administrators will include a Superintendent/CEO, Principal and Chief Financial Officer.

The Superintendent/CEO will handle the oversight of the school. He will report directly to the School Board and will supervise the Principal and CFO; negotiate contracts; have signatory power; oversee quality control aspects of the school; oversee staff evaluations and interview all staff prior to employment. In addition, he will be involved with the parents, students and staff to the maximum degree possible and will monitor the progress toward achieving goals and objectives.

The Principal will be the Director of Education and will oversee the service component of the school. He/She will serve as the senior officer in the absence of the CEO for educational issues. The Principal will be responsible for maintaining daily attendance levels and retention rates, setting class schedules and curriculum, maintaining student records and grading system, preparing appropriate documents to TEA, managing student discipline and overseeing educational equipment, supplies and books. The Principal will share responsibility for building maintenance with the CEO.

The CFO maintain journals, ledgers and cash disbursement

records; reconcile bank statements; prepare monthly financial statements; prepare monthly cash flow statements; work jointly with the PEIMS coordinator to manage ADA payments; attend all Board meetings; work with the CEO in financial matters of the school; and manage purchasing and vendor contracts.

3. School's Chief Executive Officer: Dr. Luis Cano will serve as the School's CEO and Superintendent. Dr. Cano was the founder of Galaviz Academy and serves as its President. His educational and management experience are outlined below in section 5.E.5.

4. Chain of command -- See Attachment 16

5. Management experience of CEO : The CEO, Luis R. Cano, Ed.D., is a former teacher, school principal, University Assistant Professor and currently president of Polytechnic Institute. Dr. Cano has 28 years of education administration experience. He earned a doctoral degree in Public Education Administration. He founded Polytechnic Institute in 1986 and has served as president for 15 years. He is the co-founder of AAMA and founder of the George I. Sanchez High School and served as CEO of AAMA and Superintendent of George I. Sanchez School. Dr. Cano has prepared budgets, salary schedules, personnel policies, program proposals, staff evaluations, student testing materials and has managed physical plants, conducted ADA accounting and fund raising. As President of Polytechnic Institute, Dr. Cano has performed similar duties.

Dr. Cano manages the juvenile probation project, WINGS, for Harris County, which includes placing 700 adjudicated youth in schools throughout the county.

6. Criteria for selecting academic and financial leaders: The academic officers must have a minimum of 15 years administrative experience; a minimum of a Master's Degree; knowledge of budgets and reading financial statements; classroom experience; a minimum of 15 years experience working with at-risk youth; staff training experience; staff appraisal experience; and a strong knowledge of the Texas Education Code and requirements and implementation of special education programs.

The financial officer must have a knowledge of computerized accounting; be able to prepare financial statements, balance sheets and cost forecasting; knowledge of accounts payable and receivable; knowledge of bank reconciliation; knowledge of accounting journals and ledgers; knowledge of payroll processes; minimum of 5 years experience in finance-related field; and formal training in accounting.

7. Job descriptions for administrators: See Attachment 32

8. Evaluation of administrative personnel: All employees will be observed on an ongoing basis by the CEO, using both formal and informal observations. Formal observations will include a pre-observation conference as well as a post-observation conference. First-year employees will have at least three formal observations prior to the sixth-month review. Returning staff will have two formal observations prior to a six-month review. Results of the formal observations, including the CEO's and employee's observations, comments and recommendations, will be put in writing and included in the employee's own Personnel Portfolio and the school's personnel file. The CEO may conduct other observations of an informal or unannounced nature.

The reviews will be to evaluate the employee's self-assessment, job description, areas of responsibility and progress toward goals and objectives, noting particularly good work and developing a clear plan for improvement. At the six-month review, the CEO will report to the employee and Personnel Committee, his/her intention to continue the employee's employment for the following year.

The administrative personnel will be evaluated on the following criteria: level to which school goals for year have been met; level to which attendance goals have been met; level to which parental involvement goals have been met and level of fund raising for the school.

9. Salary range and benefits for administrative staff: See Attachment 13

F. Faculty and Staff

1. Qualifications of teachers and staff: A Lead Teacher will be selected from the certified teaching staff. The other core curriculum teachers will either be certified or will have provided written documentation that they have a B.A. in their field. The Special Education teacher will be certified. Teachers for the ancillary technology classes must be experienced in their field, and, where applicable, certified as professionals in the field. All core curriculum teachers will have at least a bachelor's degree. The paraprofessional staff will possess a minimum of a high school diploma and experience in working with at-risk youth and classroom assistance.

2. Staff size and teacher-student ratios: Galaviz will maintain a *maximum* average teacher:student ratio of 1:20, with smaller classroom sizes for the 9th and 10th grades, special education students

and core curriculum. The staff size will vary depending on the number of students enrolled by grade and proficiency. It is anticipated that the start-up staff size will be 12 core teachers and 4 enhanced (ancillary) teachers plus a Superintendent, Principal, Counselor, Special Education Coordinator, Librarian/Advisor, PEIMS Coordinator and various support staff including teachers aides, after-school tutors and administrative employees.

3. Identification of faculty and staff where possible: Since the school will not open for 18 months, it is not feasible to identify faculty at this time. However, the enhanced (ancillary) curriculum faculty will come from Polytechnic Institute faculty. At this time, Dr. Luis Cano will be the Superintendent and Marge Costanzo will be the Principal.

4. Evaluation of faculty and staff: All employees will be observed on an ongoing basis by the CEO, using both formal and informal observations. Formal observations will include a pre-observation conference as well as a post-observation conference. First-year employees will have at least three formal observations prior to the sixth-month review. Returning staff will have two formal observations prior to a six-month review. Results of the formal observations, including the CEO's and employee's observations, comments and recommendations, will be put in writing and included in the employee's own Personnel Portfolio and the school's personnel file. The CEO may conduct other observations of an informal or unannounced nature.

The reviews will be to evaluate the employee's self-assessment, job description, areas of responsibility and progress toward goals and objectives, noting particularly good work and developing a clear plan for improvement. At the six-month review, the CEO will report to the employee and Personnel Committee, his/her intention to continue the employee's employment for the following year.

The faculty will be evaluated on the following criteria: level to which school goals for year have been met; level to which attendance goals have been met; level to which parental involvement goals have been met; level of fund raising for the school; level to which academic goals for the students, based on their IEPs, have been met; level to which retention goals have been met; level to which teacher and counsellor training goals have been met; and level to which ancillary curriculum goals have been met.

5. Job descriptions for all faculty and staff positions: See Attachment 32

G. Code of Conduct

1. Guidelines governing student behavior: All students and their parents will receive a copy of the rules and guidelines governing student behavior. Discipline will be administered as necessary to protect students, staff and/or property and to maintain order in the school. The type of discipline will be fair and equitable and based on a careful assessment of the circumstances surrounding the infraction. Such considerations will include: seriousness of the offense; age of the student; frequency of disciplinary problems; student's attitude; potential effect of the misconduct on the school environment; and any handicapping condition. Discipline management techniques will be taught to the teachers and staff during continuing education programs. Special Education students will have their specialized needs regarding discipline outlined in their Individual Education Plan.

Weapon, drug or alcohol possession, assault, sexual acts or indecent exposure, arson, bomb threats, false alarms, extortion, gambling, vandalism or other illegal acts will be referred to the Principal for immediate action, including expulsion and/or arrest. Less serious infractions, including chronic tardiness, insubordination, disrespect, disorder, use of profanity, forgery, smoking, and truancy will incur the following consequences:

- 1st offense: Verbal warning
- 2nd offense: Contact parent and/or refer to counselor
- 3rd offense: Contact parent and administrator
- 4th offense: Conduct conference with parent, student, teacher, administrator
- 5th offense: Possible suspension or expulsion

2. Policies regarding student expulsion and suspension: A student will be removed from class and may be expelled by the principal if the student is involved in one or more of the following infractions while on school property or attending a school-sponsored or school-related activity:

- assaulting a teacher, staff member, student or other individual
- selling, giving, delivering, using or possessing a controlled substance as defined by the Texas Controlled Substance Abuse Act (Article 4476-15), Texas Dangerous Drug Law (Article 4476-14) or 21 U.S.C. Section 801 or abusable glue, aerosol paint or volatile chemicals under Section 4.13, Texas Controlled Substance Act or Article 4476-13a relating to volatile chemicals
- selling, giving, delivering, using or possessing an alcoholic beverage as defined by Section 1.04 of the Alcoholic Beverage Code, or committing a serious infraction while under the influence of alcohol

- possessing a firearm, illegal knives, or a weapon listed as a prohibited weapon under Section 46.06 Penal Code
- engaging in other illegal activities

The student may be represented by any adult of the student's choice at any hearing on expulsion. The student and his/her representative will be notified in writing at least five days prior to the hearing of the date, time and place of the expulsion hearing as well as the charges/alleged action causing the hearing, proposed sanctions, rights to a full hearing and adult representation, opportunity to testify and opportunity to examine the evidence. If the hearing results in expulsion, the student will be expelled by written order setting the terms of the expulsion. The notification will be provided to the student and his/her parents/guardians as promptly as is possible, including a detail of the student's right to appeal.

3. Mandatory attendance plan: Students will be expected to attend school every day that classes are in session as stated by the Texas Compulsory School Attendance Law. If a student is absent from school, the school will notify the parents/guardians and the student will be required to provide a written excuse signed by a parent or guardian. Excused absences will include personal illness, serious illness in the family, death in the family, observance of a religious holy day (providing a written request is made prior to the date) and any other special circumstances acceptable to the principal. Students will be allowed to make up for credit any work missed during an excused absence.

Student absences will be declared unexcused for any other reason not outlined above. Work will be given a grade of zero (0) and the student will not be allowed to make up any assignments or tests. Students will not be given credit for a class if they have more than five days of unexcused absences during a semester. The student will be allowed to appeal this decision and review all records regarding the unexcused absences.

6. Business Plan

A. Financial Management

1. Sources and amounts of start-up funding: As can be seen in Attachment 19, it is anticipated that approximately \$93,000 will be needed in start-up funding for the school. The facility will be provided at a lease of \$1 per year, however additional portable buildings will be needed, along with textbooks and other equipment and supplies. It is anticipated that the funds will come from a grant from the National Council of La Raza, private

donations and other sponsors. While negotiations are in process, there is no guarantee of funding from any single source, however, Galaviz is working with multiple funders to ensure that the start-up costs are covered.

2. Letters of credit and verification of private funding – See Attachment 18
3. Start-up budget – See Attachment 19
4. Three-year budget – See Attachment 20
5. Three-year cash flow projection – See Attachment 21

6. Fundraising efforts: Galaviz Academy has been meeting with a number of private funders, including the National Council of La Raza local corporations. In addition, the Board has a good relationship with the Brown Foundation, Walton Foundation and Houston Endowment – all Houston-based foundations having an interest in education for at-risk youth and a funding history in education. We wish to make it clear that no guarantees or contracts for funding have been approved by any of the above. Additionally, Galaviz Academy will utilize a portion of its funding from Harris County to support its educational specialists and case managers who can be housed on the school site to serve the students who are also in the WINGS program. Due to the nature of the students, Galaviz will be eligible for significant funding through the state and federal sources for free and reduced lunch, Title I, Title II, Title IV, Title VI and Title VII. Because of the Academy's relationship with Harris County, the Academy and the Charter School will be working with the County to pursue other funding such as HUD's Youthbuild Program, the State of Texas' Youthworks Program and the like. Department of Labor, JTPA and other job training and school to work programs will be investigated to fund the enhancement curriculum. Galaviz has budgeted a contract grant writer/fund raiser for the second and third years.

7. Addressing anticipated growth: Galaviz will address anticipated growth in a number of ways. As the student enrollment increases, the classes used by Polytechnic Institute will relocate to a leased facility approximately 5 blocks away. As a result, the ancillary curriculum for 11th and 12th graders will be carried out at the new Polytechnic campus. Galaviz will begin in the first year to secure a second facility, either to divide the grades into 9th and 10th at one campus and 11th and 12th at the other, or to move all four grades to a larger facility and

relocate Polytechnic Institute back wholly within the original site.

In addition to addressing the impact on the physical site due to anticipated growth, Galaviz will also be addressing the impact on the budget, staffing and curriculum. As the student body grows, new funding sources must be identified and secured. Additionally, as the student body grows, diversity increases and the school will be offering a broader range of technical courses.

As the enrollment increases for grades 9 through 12, it is anticipated that parents will request classes for their younger children. The long range plan for Galaviz is to provide quality education for grades 6 through 12. These added grades will require an additional site to keep the younger students physically separated from the high school students. Galaviz will investigate available space and funding sources to cover the cost for either purchase or long-term lease.

8. Business procedures handbook – See Attachment 22

9. Proposed monthly budget status report – See Attachment 23

10. Financial accounting and payroll system: Depending on the cost, Galaviz will either contract the accounting and payroll system out through Region IV ESC, contract it out through current contacts or will manage it in-house after appropriate staff training. The financial accounting and payroll system will have the capacity to be used in conjunction with the PEIMS reporting system required by TEA. If the cost for Region IV-designated contractors is too high, Galaviz will contract with an expert in using PEIMS-compatible software for in-house training on the systems and will then have the administrative staff and contract CPA use the software.

a. **Preparation of Budget:** 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 Galaviz for the following fiscal year. The budget will be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education, and adopted policies of the Galaviz Board of Trustees.

b. **Records and Reports:** The CEO will ensure that records are kept and that copies of all budgets, forms and other reports are filed on behalf of Galaviz at the proper times and in the proper offices as required by the Texas Education Code.

c. **Budget Meeting/Adoption:** When the budget has been prepared under TEC Section 44.002, the Chairman of the Board 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. The Chair will provide for the public notice of the meeting. The Board, at the meeting called for that purpose, will adopt a budget to cover all expenditures for Galaviz for the next fiscal year. Any constituent of the Charter School may be present and participate in the meeting.

d. Filing Adopted Budget: When the budget has been prepared in accordance with the Texas Education Code and adopted by the Board of Trustees in an open meeting, the budget will be reported to TEA through the first submission of PEIMS.

e. Effect of Adopted Budget and Amendments: Public funds of Galaviz will not be spent in any manner other than as provided for in the budget adopted by the Board of Trustees and submitted to TEA. However, the Board may amend the budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget will be prepared and filed according to the rules adopted by the State Board of Education.

f. Accounting System: The standard school fiscal accounting system that will be adopted and installed by Galaviz will conform with generally accepted accounting principles and will report information necessary for the Board of Trustees and TEA. The information included and the system used will be subject to review and comment by the state auditor. A record will be kept of all revenues and expenditures and a report will be filed with TEA through the submission of Actuals to PEIMS. Galaviz will include management, cost accounting and financial information in a format prescribed by the State Board of Education in a manner sufficient to enable the State Board to monitor the funding process and determine educational costs for the campus and each program.

g. Annual Audit: The Board of Trustees will have Galaviz's fiscal accounts audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. The audit will be paid for by Galaviz and will be completed following the close of each fiscal year. The independent audit will meet at least the minimum requirements and be in the format prescribed by the State Board of Education, and subject to review and comment by the State auditor. The audit will include an audit of the accuracy of the fiscal information provided by Galaviz through PEIMS. Each Board member receiving or having control of any school funds will keep a full and separate itemized account with each of the different classes of funds coming into the member's hands. The Board Treasurer's records of the itemized accounts will be made

available to the auditor. A copy of the annual audit report, approved by the Board of Trustees, will be filed by Galaviz with TEA no later than the 120th day after the end of the fiscal year for which the audit is made. If the Board of Trustees refuses to approve the audit, Galaviz will still submit the audit to the State with accompanying documentation as to the reasons the Board failed to approve the report.

h. Financial Reports to Commissioner: All financial reports made to the Commissioner or TEA by or for the Charter School or by the officers, agents or employees will be made on forms prescribed by TEA and will be subject to review and comment by the State auditor.

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

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

Further, Galaviz will follow the required delivery schedules and record format in accordance with Region IV ESC's specifications. Updated versions of the PEIMS Editor will be acquired and maintained on the designated computer equipment. All records will be stored in a secured environment to ensure confidentiality. The CEO of Galaviz Charter School will certify that the data submitted to the ESC is accurate and authentic.

B. Facility Management

1. Location and description of physical facility: The facility, located at 5206 Airline, is a 20,000 square foot building with parking for 120 cars. The building has central air and heat and is of brick construction with a pea gravel and tar roof. The building is the former site of a bank. A 4,000 square foot cafeteria is attached. The downstairs area, which will be for classrooms and support staff is ADA compliant. Any additional modifications to meet with Americans with Disabilities Act requirements will be made. The facility is owned by Polytechnic Institute and an agreement is attached to give the school the space for one dollar (\$1) per year. Across De Boll, the side street to the east, is a vacant lot also owned by Polytechnic Institute. That space will be used for the portable classroom buildings and the physical education/recreation area.

2. Suitability of facility: The facility is very suitable to the use as a high school. In 1999 the building was modernized and a central air

cooling system was installed. As the facility is currently used by Polytechnic Institute for classes, there are classrooms, science labs equipped with sinks and gas, an area for a library, a cafeteria and ample parking for staff and students. Additionally, the areas in the back of the building and across the street are suitable for portable classrooms and recreation/physical education. The facility has a large common area and offices sufficient for the administrative staff. The site is located on a major bus line, is two blocks from the Houston Community College campus and will be 5 blocks from the Polytechnic Institute Annex.

3. Special use areas: The facility has a cafeteria set up to be used as a cafetorium – cafeteria/auditorium. There is an area sufficient to house a library. Another area is sufficient for a teacher's lounge. The special classrooms, such as the science labs and computer labs, are set up and currently used by Polytechnic Institute. There is sufficient space behind the building and across the street for outdoor recreation and physical education.

4. Steps toward acquisition of property: Galaviz has no plans to acquire the property at 5206 Airline. Since Polytechnic Institute will lease the space indefinitely to Galaviz for \$1 per year, the school will not seek to purchase the property. The school will be looking for space to house a second campus – either an additional space or a space to be used as the main campus once the enrollment outgrows the current space. Any additional space will be sought for purchase and foundations, special events and private donations will be used to pay the cost.

5. Lease agreement – See Attachment 24

C. *Student Attendance Accounting*

1. School attendance accounting procedures: The calendar for the 2002-03 academic year will be in accordance with that calendar set by Houston Independent School District and will comply with state law regarding the minimum number of days of operation. The school will operate from 7:30 until 5:00, with actual instructional hours from 8:00 until 3:00. All grades will operate at least as many hours as required by Texas Education Agency.

All pupils enrolled in the school will be required to attend school as specified by the Compulsory School Attendance, TEC §25.085(a): "A child who is required to attend school under this section shall attend school each day for the entire period the program of instruction is provided"; §25.085(b) "Unless

specifically exempted by Section 25.086, a child who is at least six years of age, or who is younger than six and has previously been enrolled in first grade, and who has not completed the academic year in which the child's 17th birthday occurred shall attend school"; §25.092(a): "Except as provided by this section, a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered."

Each student and his/her parents will be required to sign a contract agreeing to adhere to the attendance requirements, participation by the student in after-school activities, participation by the parents in activities and in following school rules.

Additionally, an attendance committee will be established to set the semester calendar, within the parameters of TEA, the hours of school operation, also within the parameters of TEA, and to monitor the attendance requirements in accordance with TEC §25.092(b)(c)(d)(e) and TEC §25.093(a)(b)(c)(d)(e)(f) and (g).

The Galaviz Board of Trustees will set the calendar for the 2002-03 school year by June 1, 2002. The calendar will be structured to ensure:

- a minimum school days in keeping with the current T.E.C.
- observance of federal and state holidays in keeping with the current T.E.C.
- observance of special local holidays and/or school-specific holidays
- extra days to allow for unforeseen closures due to weather, natural disasters, epidemics
- extra days to allow for absences due to religious holy days not observed by the entire school

2. School calendar – See Attachment 25

3. Admissions policy – See Attachment 26

D. *Transportation and Food Service*

1. Transportation provisions: Galaviz will work with Houston's Metropolitan Transit Authority (METRO) to provide reduced-cost bus tokens for those students needing transportation. The school is located on a major east/west bus line with major north/south lines intersecting only a few blocks from the school. In addition, Galaviz is currently negotiating with Houston Independent School District to share transportation for the special education and disabled students. With Sam Houston High School only a few blocks from Galaviz, the charter school will work with HISD to have the public school transport the charter school students on a fee for service contract.

Galaviz will charter buses from a licensed bus service for field trips and special events.

2. Food Service provisions: Galaviz will open the food service

contract for bids. Food service will be provided on site by a licensed caterer. Currently, Polytechnic Institute uses Texas Cafeteria to provide hot lunches at the school cafeteria. Due to the increased number of students to be served and the 18-month gap between this application and actual school enrollment, a formal bidding process will be conducted. The selected vendor will be required to provide meals in accordance with TEA regulations.

7. Geographic Boundaries and Statements of Impact

A. *Geographic Boundaries with map as Attachment 27*

Attachment 27 is a map of the area expected to be served by Galaviz Charter School. A map is also provided under Section 4F "Description of Community". The service area is divided into three sub-areas:

Primary (Core) Area: bounded by Parker on the North, Hardy on the East, Loop 610 North on the South and Yale on the West.

Secondary Area: bounded by Houston Independent School District Northern boundary on the North, Hardy on the East, Loop 610 North on the South and Shepherd on the West.

Tertiary (Broad-based) Area: bounded by North Sam Houston Tollway (Beltway 8 North) on the North, Jensen and US 59 (Eastex Freeway) on the East, IH-10 (Katy Freeway) and Quitman on the South and Shepherd on the West.

B. *School districts affected by Charter School*

Galaviz Charter School will serve parts of the North Area of Houston Independent School District and a portion of Aldine Independent School District.

C. *Statements of Impact with postal return receipts as Attachment 28*

As has been reported to be the case in other charter schools, Galaviz expects only minimal effects, if any, on the school districts in terms of funding, student or teacher attrition, parental involvement and programmatic issues. According to the Texas Charter Schools *How Well are the Charter Schools Doing?* Internet web site, "district officials' perceptions of charter school effects seem most clearly related to the number and proximity of charter schools in the area." Currently, there are no other charter schools within the Service Areas of Galaviz that focus on the immigrant and at-risk students, particularly those currently in, or at risk of becoming in, the juvenile justice system. Galaviz is being established to provide individualized instruction to children who either have a history of poor performance or at risk of performing below average, particularly children of immigrants and adjudicated LEP youth. Galavis Academy currently case manages 700

adjudicated youth who are zoned to different Harris County school districts, primarily Houston Independent School District North and Aldine ISD. The charter school will draw between 25% and 50% of its students from this case load. These are non-violent offenders that the public schools feel could be better served in a smaller, better supervised setting where probation officers, case managers and educational specialists can oversee their attendance and progress and interact with the youth on a daily basis.

AT-RISK (75% RULE) CHARTER APPLICATION OF GALAVIZ ACADEMY – HOUSTON, TEXAS

Application Questions To Be Scored by Review Committee

8. Statement of Need

A. Need for this type of school

Galaviz Academy proposes to develop the Galaviz Charter School to address the specific and unique needs of adjudication youth and children of immigrants who are living in dysfunctional situations. Galaviz Academy works with over 700 adjudicated youth each year through a contract with the Harris County Juvenile Probation Department. Approximately 25% of these youth are children of immigrants living in various dysfunctional situations. The vast majority of the non-immigrant families served by Galaviz Academy are also living in dysfunctional situations. The living situations include isolation due to parents' immigrant status and/or linguistic isolation; poverty; uneducated parents; crowded living conditions; absent parents and/or parents with criminal histories; and neighborhoods of high crime, drug trafficking and gang activity. While those served by Galaviz Academy have already moved through the juvenile justice system, there are many more youth in the vicinity of the proposed Galaviz Charter School who are at high risk of dropping out of school and/or engaging in criminal activity. According to Robert Gonzales, principal at Sam Houston High School, there are 300 students on the high school's dropout recovery list. Therefore, there is a great need for a specialized innovative school to address the social, emotional and academic needs of these youth *before* they become a part of the juvenile justice system, as well as to address the needs of those youth on probation before they engage in more serious offenses.

In the primary (core) area to be targeted by Galaviz, an area served primarily by Houston Independent School District's Sam Houston High School, the students generally perform at a lower level than the students in the entire campus group, the district and the state. Only about half of the 10th graders at Sam Houston High School pass all TAAS tests, compared with three-fourths at the campus group, district and state levels. In addition, the campus has a lower TAAS participation rate than the averages for the campus group, district and state.

Attendance rates at Sam Houston are approximately 10% lower than the campus group as a whole, the district or the state. While the graduation rate (68.4%) is higher than the district as a whole, it is significantly lower than the campus group and state. Likewise, the percent dropping out before graduation was 13.7% for 1999 compared to 22.5% for the district but only 8.4% for the campus group and 8.5% for the state. A significantly high rate (17.2%) of the Sam Houston Class of 1999 continued with high school in order

to complete the requirements for graduation. This compares with only 8% for the state, 12% for the district and 9% for the campus group.

During the past 8 years, the percent of economically disadvantaged students has steadily risen at Sam Houston High School from 28.2% in 1994 to 67.9% in 2000. While the dropout rate has declined during the same period of time, the attendance rate has also declined. Additionally, the number of immigrant parents withdrawing their children from Sam Houston High School as increased.

Data for the Secondary and Tertiary (Broad-based) areas show similar disadvantage among the students, particularly the Hispanic students.

There are approximately 12,000 high school students, 7,000 of whom are Hispanic, within the target area for Galaviz Charter School. Of these, approximately 50% live in a dysfunctional situation – poverty, social isolation, linguistic isolation, frequent relocation and/or in high-crime neighborhoods.

The primary area from which students will be recruited is a high crime area within the City of Houston. Data are only available for those police beats within the City Limits. The Houston Police Beats 3B40 and 3B50 comprise the basic core area of Galaviz. During 2000, there were 10 murders, 249 aggravated assaults, 20 rapes, 232 robberies, 216 narcotics violations and 1,406 burglaries or auto thefts. The Houston Police Department does not provide information on juvenile crimes. Galaviz Academy estimates that approximately 75% of its 700 youths within the WINGS juvenile probation program live within the school's target area.

Approximately 50% of the charter school students will be participants in the WINGS program, under Harris County Juvenile Probation.

The academic and supportive service needs of these particular at-risk students include English as a Second Language (ESL) support; remedial reading, mathematics and science education; special education programs; access to training in technology trades; mentoring from adult students; opportunities to learn a trade at a liveable wage; access to employers in the community; social support; and anti-drug/anti-gang education/support. A school addressing these needs can provide support necessary to keep the youth in school until graduation and provide opportunities for post-graduation gainful employment.

B. Addressing need

Galaviz Charter School will address the needs of its at-risk students by providing basic academic education, including ESL and remedial education; providing technology training and job readiness training; requiring attendance at after-school tutoring and extracurricular activities; providing mentors from the community and integrating the 11th and 12th grade students into post-secondary elective classes attended by Polytechnic Institute students.

By offering electives relevant to real-world vocational opportunities and integrating higher-grade students with Polytechnic students, Galaviz can provide an environment which not only encourages attendance and success but which gives students alternatives to dropping out, joining a gang and/or engaging in criminal activity.

The vast experience of Galaviz Academy in understanding adjudicated youth and the situations leading to their criminal activity qualifies the agency to identify and implement programs that can successfully intervene in the lives of the at-risk youth. This intervention will turn the youth from a path of potential crime to one of academic success and gainful employment.

Galaviz Charter School will concentrate on the issues recognized as predictors of academic failure, dropping out of school, failure to secure employment at a liveable wage and engaging in criminal activity.

In order to best serve those students on probation, Galaviz Charter School will house a probation officer and two case managers on site to intervene when potential problems arise and to facilitate the probationers in meeting the requirements of their probation and turning their lives around for the good.

9. Vision of School

A. Long-range vision

The long-range vision for Galaviz Charter School is to implement and document an educational approach successful in moving at-risk youth, particularly adjudicated youth and children of immigrants, to graduation and gainful employment. Galaviz Academy recognizes that such an approach has not been documented in the educational or juvenile justice literature. Therefore, Galaviz envisions an on-going educational, research and evaluation program that will implement and validate the methodology embraced by the school. Additionally, Galaviz envisions an expansion of subject offerings in a manner that demonstrates relevance to real-world vocational opportunities and employment. Such expansion ideally would include computer programming, web site design, computer repair, business management and medical technology. The plan is to increase enrollment to 500 within the first 5 years and to open a second campus. Another long-range goal is to develop Galaviz into a genuine laboratory school where experimentation and research by local universities can occur; a prototype of an urban school model that can be duplicated in other regions.

B. Educational philosophy or pedagogy

The cognitive process is still a mystery to many in the field of education and if teachers and administrators were asked to define their philosophy of education, many would simply respond that it is the conveyance of knowledge. However, to be successful, education must encompass more than just the conveyance of knowledge. The knowledge must be conveyed,

retained, understood and applied to real-world situations to solve student's problems or life requirements. In addition, the knowledge must be conveyed in a supportive environment, particularly one that provides meaningful socialization and social skills necessary to circumvent undesirable behaviors, such as dropping out of school, using drugs and engaging in criminal activity.

Supportive services and electives aimed at preparation for gainful employment provide students the opportunity to apply knowledge during their high school years – an opportunity usually reserved for students in post-secondary vocational schools or universities or on the job. This notion is called active use of knowledge. In other words, students must be able to solve problems with the knowledge they have gained. There are different kinds of knowledge. One is inert knowledge where a student is simply using rote memorization to regurgitate information on an essay or test. Another is missing knowledge where important and integrating facts are not provided and are missing. Naïve knowledge takes the form of naïve and unsophisticated theories and stereotypes. Ritual knowledge is used for school-related tasks in the form of accumulating a large repertoire of facts and routines. A fundamental principle of education pedagogy must be that learning is a consequence of thinking. Therefore, education should incorporate effort, thinking, problem solving and application of knowledge.

Too often educators subscribe to the notion that learning depends on ability and not on effort. However, effort, particularly with at-risk and/or bored students, is a key to keeping them engaged and to their success. Effort must move from the concept level to the construct level in order to be a valued component of the education paradigm.

The building of self-esteem is another important aspect of the education paradigm. A school with at-risk students must incorporate a deliberate plan for building self-esteem, especially for students who see themselves as victims. Every student must have the opportunity to experience success on a regular basis. The notion of success experience must actually be built into the education plan. They may take the form of awards for attendance, cooperation, friendliness, effort, improvement, citizenship and the like. Every student must have an individualized educational plan that clearly delineates the success plan. The after-school tutoring and activities along with the active application of knowledge program will be a part of the success experience progression. Teachers and staff must embrace a belief that all students are capable of learning and contributing to society. Stereotypes about low income, immigration, minority status, criminal history and the like must be avoided at all costs.

In order for any of the above philosophy to be effective, a team-teaching approach will be employed. Teachers will be encouraged to exchange ideas and teaching plans that tie in to each other's course work objectives. The team-teaching approach must give deference to cooperative learning as opposed to competition, which always has losers as a

consequence. Additionally, the team-teaching approach will be an example of cooperation to the students. Cooperative learning gives more opportunities for problem solving, with each member of the work group making a valuable contribution.

We believe that all individuals are left- or right-hemisphere dominant or a combination of both, but certainly all of us need to develop both our creative and logical capacities. The team-teaching/cooperative learning approach encourages the development of both hemispheres for optimal problem solving. While testing will be conducted using a baseline measurement and test elements to measure movement from the base, teacher-designed tests will be a combination of criterion reference and problem solving where higher level thinking skills are required.

Reading is a critical component in education, particularly problem-solving approaches. Without reading success a student will not succeed in mathematics problem solving, science, social studies and language arts. Additionally, the technical trades to be taught as electives require reading skill. Therefore, reading mastery will be an emphasis of the school.

Learning must also have a social consequence. Galaviz is committed to producing adults who are good citizens and make a contribution to society.

C. Educational innovations

The most significant innovation of the Galaviz model will be the integration of the older students into the vocational education program of Polytechnic Institute, thus preparing them for gainful employment and having them work side-by-side with older more motivated post-secondary students. The vocational education will be relevant to the current career and employment market and will give the students the opportunity to graduate with gainful employment at a liveable wage. Students will have the opportunity to make active use of knowledge as discussed above in the statement of pedagogy. Courses will be offered in: (1) medical billing and coding; (2) computerized bookkeeping; (3) medical secretary; (4) computer repair; (5) web site design; (6) creative writing; (7) nurse's aide; (8) word processing; and (9) publishing. Additional courses will be added over time.

The older adult students of Polytechnic Institute will serve as role models and mentors for the younger students. Many of the adult students enrolled in Polytechnic Institute have faced the same life issues plaguing these high school students. The adult students have successfully addressed these issues and can provide empathetic direction to the Galaviz students.

Galaviz will also provide a wilderness/outdoor leadership training course, to be located at the Anderson, Texas property leased by Galaviz Academy for one dollar per year. The 130-acre site is currently used by Galaviz Academy for the adjudicated youth in the WINGS program. The training center will provide outdoor leadership, biology labs, field studies, nature studies, and nature walks/hikes/jogs. The use of this center and the

structured training developed by Galaviz will be a unique approach to enhancing the quality of the school and the success of the students, particularly the at-risk and adjudicated students.

ESL and LEP students will be welcomed. Galaviz Academy has received numerous inquiries about classes for Limited English Proficient students who are in danger of dropping out of the public school system and are within the juvenile justice system. We conducted a survey of adjudicated LEP students who have been assessed by the Galaviz Academy educational specialist for Harris County Juvenile Probation. Over 80% had serious problems with reading and spelling, performing two years or more below grade level. Other immigrant students with marginal working knowledge of English fared no better. All of the students assessed had parents who did not complete school in their native country. In some cases, the students were living with grandparents or other relatives. Students were assessed using the WRAT (Wide Range Achievement Test). All of the students were case-managed by Galaviz, and the results of the evaluation of case management and client needs has led Galaviz Academy to create a charter school to address the critical issues of ESL students *before* they become part of the juvenile justice system or *while* they are adjudicated youth. No more than 50% of the students will be LEP.

In addition, adjudicated youth will be welcomed at Galaviz. Many of the non-violent offenders are not welcomed back into the public schools, or are discouraged from returning. Galaviz Academy serves these youth and the charter school will provide them an excellent education in a supportive and encouraging environment. Galaviz Charter School will house a probation officer and WINGS case managers to facilitate serving the probationers while they stay enrolled in school.

Another innovation is that after-school tutoring and knowledge application will be required of all students. Students will receive tutoring in language arts and creative arts, which require the active use of knowledge. Programs will include song writing and production, publishing, creative writing, theater arts, with others to be developed. School goals are to publish a student magazine and community newsletter and to produce video productions for on air and on line viewing.

10. Student Goals: Improvement and Attainment

A. Academic goals for 1st 5 years

The academic goals for the students during the first 5 years will include improving the capability of succeeding in problem solving and application of knowledge. These goals must center around the improvement of language skills and reading.

Goal 1: To develop and implement an exemplary charter school which will educate the whole child and which will emphasize

- exemplary academic performance in reading, mathematics, science, social studies and languages -- English and Spanish.
- Goal 2:* To recruit and employ highly qualified teachers/mentors for all pupils enrolled in the school, especially for those pupils who tend to benefit least from a formal public education -- ethnic minorities and physically/mentally challenged youth.
- Goal 3:* To maximize the successful transition to post-secondary education or gainful employment by the creation of performance standards tied to each student's school work in relation to the expectations and demands of area employers and Houston Community College.
- Goal 4:* To engage pupils in multi-faceted applied learning to enhance academic learning through practical observations and experience, resulting in students meeting or exceeding the level of performance required by TEA through the TAAS.
- Goal 5:* To assure a school environment which supports the development of self-esteem, self-discipline, and self-motivation among students, staff, and parents.

B. Measurable school performance objectives for each goal

The measurable objectives for the students during the first 5 years will include the following:

- Goal 1: To develop a school which emphasizes academic growth:*
1. Improve reading vocabulary by one year during each year of enrollment as measured by the California Achievement Test or TABE
 2. Improve reading comprehension by 25% each year as measured by the California Achievement Test or TABE
 3. Improve math performance by one grade level each year as measured by the California Achievement Test or TABE, or the ESLOA for LEP students
 4. Improve writing skills as measured by subjective school criteria, including vocabulary, paragraph organization and coherence.
- Goal 2: To recruit highly qualified staff*
1. Where feasible, the Galaviz Charter School will utilize qualified educators employed by Polytechnic Institute.
 2. Additional teachers will be recruited who have experience in successfully educating ethnic minorities and at-risk students, with success measured by the number of degreed and/or certified teachers, teachers with post-baccalaureate education and years of experience.
- Goal 3: To maximize the successful transition to post-secondary education or gainful employment*
1. All students will be involved in applied knowledge education

- through regular classroom and after-school experiences
2. Electives will include vocational education in marketable fields with success measured by the percent of graduates securing jobs in their elective field
 3. Students in 11th and 12th grade will be provided vocational education in classes integrated with Polytechnic post-secondary students as measured by the number eligible for the classes, the number choosing to participate, and the number successfully completing the coursework.

Goal 4: To engage pupils in multi-faceted applied learning to enhance academic learning

1. At least 50% of the students performing two years or more below grade level will increase 1 grade level during the first year and will be brought up to their grade level by the end of the second year
2. The school will maintain at least an acceptable rating by TEA as determined by the percent passing the TAAS tests
3. The school will develop the curriculum around the objectives of the TEKS as measured by the percent of students meeting all TEKS objectives

C. Methods of measuring progress for each objective

Each of the above objectives will be measured using the California Achievement Test or TABE for reading and math (or the ESLOA for LEP students). Other TEKS objectives will be tested and measured using Criterion Reference tests. Each student will have the CAP or ESLOA administered and scored within the first 6 weeks of enrollment and within the first 6 weeks of each school year. These will serve as baselines against which improvement will be measured. Students will then have the CAP or ESLOA administered again during the last 6 weeks of the academic year. Changes in the scores will be used to measure progress.

Each student and teacher will have a file containing information about performance. In addition, a master file for teachers and one for students will be maintained. The Teacher Master File will include the number of teachers by educational level and areas of expertise, ethnicity, gender, age, years of experience, salary, extra-curricular activities/committees. The Student Master File will include age, income, gender, ethnicity, ESL needs, special education needs, disability status, disciplinary incidents, placement test score, report card grades by class and teacher, CAT/TABE/WRAT test scores, TAAS test scores. The Student Master File will be linked to the Teacher Master File with the student data summarized by teacher and class. School-level objectives will be measured using the summarized and cross-tabulated results of the Student and Teacher Master Files. Student level objectives will be measured using the Student Master File in conjunction with the students'

school files, which include teacher notes, results of parent-teacher conferences, interim progress reports and other pertinent information. Records will be maintained concerning the types of fundraising activities and places targeted for funds along with funds actually received by source. Involvement of the community will be measured by recording the individuals recruited, those accepting and the number of hours/types of service provided.

During the early summer of each year, the results of the analyses of these files – master files and individual files – will be assessed by the Board to determine the degrees to which each objective was met. Those objectives which were not met or which were met exceedingly above the predicted level will undergo further analysis to determine the reasons. Based on the results of the analyses conducted, the Board will institute appropriate changes by modifying curriculum or extra-curricular activities; providing additional training to the teachers; requesting the school to provide additional and/or alternative after-school activities and tutoring; raising or lowering the objective's standard, particularly where the reality far exceeded expectations; restructuring fund development and community recruitment.

D. Reporting annual progress toward meeting objectives

The results of the analysis for the previous year and the next year's Goals and Objectives will be presented to the Board and within 4-6 months the Board will take any steps necessary to alter curricula, procedures or policies to improve performance and outcomes. The administrative staff will develop the necessary databases and monitoring methods within the first semester and will enter relevant information on a monthly basis.

Each objective will be reviewed each semester by the administration and progress toward its accomplishment will be recorded. Progress toward meeting student performance objectives will be measured using report card grades, TAAS and CAT/WRAT/TABE test scores, records of disciplinary action and results of parent conferences. Progress toward meeting parent objectives will be measured by the number of parent-school interactions, parental involvement in the school and student's education, attendance at school events and parents' request for and receipt of assistance. Student progress will be recorded in a database, compliant with the TEA's record-keeping requirements, and reported in 6-week report cards to the parents. At least one parent-teacher conference will be conducted each semester for each student. The individual education plan and the student's progress at achieving the plan will be discussed, reported and parental reactions/attitudes recorded. The PEIMS data, including the results of the TAAS tests will be collected and reported in compliance with TEA's regulations. Attendance records will be maintained daily in a TEA-approved database. All financial information will be entered on a daily or weekly basis in a database compliant with TEA.

11. School Goals

A-B. Goals of school as an entity for 1st 5 years and measurable performance objectives

The goals of the school during the first 5 years will be progressive as the school grows. The following goals are listed by year of operation:

Goals for 1st Year:

1. Enroll up to 250 students in 9th through 12th grades as measured by enrollment records and attendance records
2. Improve overall student performance as measured by the number of students improving their test scores by more than 10% and their performance by more than 1 grade level in all subjects
3. Improve teacher teaching methods through regular on-going in-service as measured by teacher appraisals, increase in certifications and improved student learning

Goals for 2nd Year:

1. Improve student performance in reading and math by one year as measured by improved test scores and report card grades
2. Add a teacher's aide in all LEP classrooms as measured by the number of teacher's aides on the payroll
3. Initiate a plan for acquiring additional physical space as measured by the number of sites identified and funding sources identified and approached and funding secured
4. Engage the community in the after-school and extra-curricular activities of the school as measured by the number of volunteers, volunteer hours and in-kind contributions

Goals for the 3rd through 5th Years:

1. Enroll up to 500 students in 9th through 12th grades as measured by enrollment records and attendance records
2. Secure and move to expanded space as measured by square feet:student ratios
3. Upgrade the computer system as measured by an equipment survey
4. Decrease social isolation as measured by lower dropout rates than comparable schools, reduced recidivism rates for the adjudicated youth and reduction in student encounters with the juvenile justice system
5. Improve marketability of students as measured by an increase in the number of graduating seniors securing scholarships and/or employment at a liveable wage.

C. *Reporting annual progress toward meeting objectives*

Progress toward meeting the school's objectives will be reported to the Board in writing based on monthly, quarterly and annual reports of the staff; attendance records; enrollment records; students' grades and test scores; and exit interviews with the students. Progress toward meeting community involvement objectives will be measured by the number and types of individuals and agencies contacted by Galaviz; as well as the number of individuals volunteering their time and/or resources to the school. The amount/type and value of resources donated will be recorded. A list of all funding sources contacted, amount requested and amount received by program element will be maintained to measure Galaviz's progress toward meeting fund raising objectives.

12. Educational Plan

A. *Educational program*

1. *Incorporation of required minimum curriculum:* Students will take the minimum curriculum for each grade level, as required by the Texas Education Code. The students will have mastery in reading, writing and English. The students will be able to identify the connection between the interdisciplinary themes relevant to preparing them for competition in the Health Care and Computer industries. These courses will meet all of the Texas Essential Knowledge and Skills (TEKS) requirements as set out by the Texas Education Agency. Prior to graduation, each student will take in developmental sequence the following courses:

- 4 years of English/language arts
- 1-2 years of computer technology and applications
- 3 years of social studies
- 3 years of mathematics
- 2 years of science
- 3 years of integrated studies (electives)
- 1 year of economics and government
- 1 year of Foundations of Physical Fitness and dance

The following will be the foundation and enrichment curricula for Galaviz Charter School.

FOUNDATION CURRICULUM

English Language Arts (4 credits)

E L A-I	ESL--I
E L A II	ESL--II
E L A III	ESL--III
E L A IV	ESL--IV

Mathematics (3 credits)

- Algebra I
- Geometry
- Algebra II
- Science (2 credits)
 - Biology
 - Physics and Chemistry
- Social Studies (3½ credits)
 - World History (1 credit)
 - United States History (since reconstruction) (1 credit)
 - World Geography (1 credit)
 - United States Government (½ credit)
- Physical Education (1 ½ credit)
 - Foundations of Personal Fitness (1½ credit)
 - Dance I (½ credit)
 - Dance II (½ credit)
 - Dance III (½ credit)
 - Dance IV (½ credit)

ENRICHMENT CURRICULUM (ELECTIVES ½ credit)

- Computer Technology
 - Keyboarding I
 - Keyboarding II
 - Word Processing I (Microsoft word)
 - Word Processing II (Microsoft Word)
 - Spreadsheet I (Excel)
 - Spreadsheet II (Excel)
 - PowerPoint
 - Access
 - Foundation Bookkeeping I
 - Foundation Bookkeeping II
 - Computerized Bookkeeping I
 - Introduction to Computer Electronics I (1½ credit)
 - Introduction to Computer Electronics II (1½ credit)
 - Computer Systems Technology I (1½ credit)
 - Computer Systems Technology II (1½ credit)
 - PC Troubleshooting I (1½ credit)
 - PC Troubleshooting II (1½ credit)
 - A+ Certification (1 credit)
- Medical (½ credit)
 - Medical Terminology I
 - Medical Terminology II
 - Anatomy/Physiology I
 - Anatomy/Physiology II

Medical Clinic II
Medical Clinic II
Lab I
Lab II
CPT-4 Coding
ICD-9 Coding

2. Unique curricular experience to be offered: Galaviz School will partner with Polytechnic Institute to enhance the marketability of the graduating students. Galaviz students will attend integrated studies classes at Polytechnic Institute in the fields of health care and computer science. The adult students of Polytechnic Institute will serve as mentors and role models for the younger students of the charter school, making this a unique curricular experience for both the Galaviz and Polytechnic students. Students who choose computer science as a career choice will be exposed to:

- Microsoft Office, including Word, Excel, Access and PowerPoint
- Bookkeeping, including Foundations of Bookkeeping I & II and Computerized Bookkeeping
- Introduction to Electronics I & II
- Computer Technology I & II
- PC Troubleshooting I & II
- Computer Networking
- Web page design (bilingual)
- A+ Certification

Students will manage a web site providing various types of information to the student body and community, such as educational and training opportunities, health services, educational advocacy and support, among others.

Students who choose health care as a career choice will be exposed to:

- Medical Terminology I & II
- Anatomy and Physiology I & II
- Medical Clinic I & II
- Lab I & II
- CPT-4 Coding
- ICD-9 Coding

Students who are below mastery will be expected to attend after-school tutoring every day. Additionally, students will be expected to participate in the school's extracurricular activities, which will include music, dance, creative arts and computer science. Some of the after-school activities will be managed by volunteers.

Students will be expected to attend the Wilderness/Outdoor Leadership Training to be provided on the 130-acre site in Anderson, Texas. Biology, conservation and ecosystem management labs will be provided at the retreat.

3. Incorporation of Texas Essential Knowledge and Skills (TEKS):

The curriculum offered at the Galaviz Charter School will follow the objectives stated in the TEKS book according to the subchapters for high school. The school's population will consist of students with limited English proficiency who are in danger of dropping out of the public school system as well as students who have been through the Harris County Juvenile Probation Department and have adjudicated status. These students will have be expected to develop self-esteem, sociability, self-management, integrity and honesty by the time they are ready to graduate. The students will have completed a challenging curriculum that will fulfill graduation requirements, including mastery of the objectives on the TAAS Exit Level, and will be ready to continue their education or secure gainful employment at a liveable wage.

For those students who fall under the guidelines of the English as Second Language provisions, the school will follow the *Handbook for the Implementation of Bilingual/English as a Second Language Education Programs* as sponsored by Texas Education Agency.

4. Connection between TEKS, instruction and student assessment:

Instructors will participate in common planning sessions to insure that all subject areas are developed across the curriculum, thus affording the students support in learning how concepts are connected and integrated in the different disciplines. The instructors will use cooperative learning as one of their teaching methods, as well as direct instruction. Approved weekly lesson plans will reflect the TEKS objectives for each subject area. Teachers will assess the progress of the students by evaluating their mastery of the objectives through class assignments, class participation, homework and tests.

5. Preparing students to meet state graduation requirements:

Students will take the required credit hour courses for each grade level. All core courses will be taught with TEKS objectives. Instructors will state in their lesson plans each TEKS objective that is being taught. Each student will be expected to master the objectives. For those who do not, the instructors will plan for reteaching the objective. For those who do master the objectives, enrichment exercises will be included in the lesson plans. Students who are not mastering the basic concepts of the program will be mandated for after-school tutoring. There will also be after-school enrichment

exercises for those seeking additional mastery. Parents will also be asked to play an important role in the school program. Progress reports, report cards, as well as scheduled parent-teacher conferences will be required to keep open the lines of communication between the parents, students and school personnel.

6. Teaching methods: The methods of instruction that may be used in teaching are demonstration, lecture, discussion, illustration and oral questioning. The instructors will be using those methods by which each student best learns. For the "hands-on" student, demonstrating what is being taught is an easy way to present the material. Lecture is a method to be used for students who learn best through hearing. Discussing ideas and the objectives learned from the lesson are ways to reach students who are extroverts and need to orally express their viewpoints. Illustrations aid those students who need to see what is being taught. Instructors will be expected to evaluate each student's method of learning and to employ that method then evaluate the degree to which the student has learned. One way to do this is through oral questioning.

The majority of the students will be in classes for English as a Second Language. Modifications to the content areas of instruction will be needed for these students. Some of the modifications may be: tape-recording lectures, providing copies of the class outlines, building word banks, having students work in groups and avoiding whole-class lectures. When speaking, the teachers will enunciate, slow their speech, avoid slang and idioms, control the sentence length and use smaller words. They will check frequently for understanding. When doing direct instruction, the teachers will let the student repeat what is being taught. The teachers will repeat and review. Reading assignments will be shorter for ESL students and students will be allowed to highlight in the text. English vocabulary will be built through the use of bilingual dictionaries.

7. Assessment of individual student performance: Galaviz Charter School will use teacher-designed tests for student performance as well as those tests that are from the state-approved books. Students will be required to take the TAAS tests as well as baseline and interval tests such as the California Achievement Test (CAT) and the Wide-Range Achievement Test (WRAT). Students' previous school records will be reviewed for performance in the academic areas. As a result of the previous school records and the baseline assessments, an individualized education plan will be developed for each student. Progress in achieving the objectives of the plan will be measured through re-testing of the CAT or WRAT, the TAAS tests and individual

assessments through teacher-designed tests, classwork and homework.

8. Methods to identify educational strengths of each student: Students will be given the California Achievement Test and/or the Wide-Range Achievement Test to ascertain their educational strengths and needs. The TAAS results will also be used to determine those objectives in which the student is weak or strong.

9. Use of student evaluations in improving instructional programs: Student evaluation results will be used to determine the level of core curriculum the student will have. School programs will be evaluated in light of the best way to help each individual student meet the necessary graduation requirements. Additionally, each student will cooperatively develop an individualized education plan, which will include electives best suited for his/her aptitude and interests.

10. Professional development opportunities: The instructors for Galaviz Charter School will be given the opportunity to have professional development in the areas of different teaching methods, how to be culturally sensitive to the population of the school, how poverty affects learning, and how to specifically address ESL students and students whose parents are linguistically isolated. The instructors for Galaviz will be interacting regularly with the instructors for Polytechnic Institute and they will be afforded the same professional development opportunities. The Polytechnic Institute instructors will be available to mentor the Galaviz teachers.

B. *Special Needs Students/Programs*

1. School's accommodation of students with special education needs

a. **Child Find:** Students who enroll or transfer into Galaviz Charter School will be required to bring records from their previous schools. As students are enrolled, their records will be reviewed to identify the type of program they had been in. If there is indication that the child had been in a Special Education program, the pervious school will be contacted by phone and a written letter will be sent to request the status of the child. Parents will be asked to sign a release paper allowing the charter school to obtain the records from the previous school. Parents may refer their child to Special Education or related services by asking school officials for testing on the child. The teacher(s) may refer the student for testing because it has been noted that the child may require additional services than the regular classroom. The parents will be notified of the needs of

the child and be required to sign documents to begin the testing process.

b. Confidentiality: Students; records are private. Legally, school districts must get parental consent before they can show the records to anyone outside the school system who is not involved in the students' education. This will be the case at Galaviz.

c. Procedural safeguards: Files on Special Education students will be secured in either the diagnostician 's or Special Education teacher's room. The school should have a list of the names and positions of school employees who can see the students' records without the consent of the parent. School officials must show this list to the parents, if they ask to see it. All authorized persons reviewing students' records must sign that before looking at the records.

d. Notice of Admission, Review and Dismissal Committee Meetings: Parents will be members of the ARD committee. They will have a right to participate in developing their child/s IEP, Current State Board of Education SBOE rules will be followed and the school will give a least five (5) school days written notice about the ARD meeting. The notice will include the purpose, time, and place of the ARD meeting, and a list of the persons who will attend. The school will schedule the meeting at a time and place that is agreeable to the parent and school officials. If the parent cannot attend the ARD meeting, the school will use other methods, such as telephone conference calls, to give the parent a chance to participate. However, the school can hold the ARD meeting without the parent if they fail to show up without rescheduling.

In addition to the specific written notice, the parent will also receive a written notice of their general rights. This booklet, developed by the Texas Education Agency, is *Special Education: Parent and Student Rights*. The school will give the parent this notice of rights in the language they usually speak at home. If the parent cannot read or write, the school will give the notice orally on cassette tapes, in Braille, or in any other way that the parent can understand. The school officials will keep written records to show that they gave notice.

e. Eligibility assessment of children: If the school decides that that a student may need special education instruction and/or related services , a comprehensive individual assessment will be done by the school. Under state law, the school must complete the assessment and testing and the written report within 60 calendar days after the initial referral,

regardless of when during the year the referral is made. All parts of the evaluation will be either provided by school staff or by outside professionals at no cost parents. Assessment means that the school will give the student tests, as well as collect other information to find out:

- if there is a mental, physical, or emotional disability;
- if there are educational needs which can only be met through special education;
- what the student's strengths and weaknesses are and what the student has already learned; and
- what special services, including related services, are needed.

A team of professionals will do the assessment, which includes at least one teacher or specialist with knowledge of the suspected disability. The assessment will cover all areas of suspected disability.

f. Development and implementation of Individual Education Plans (IEPs): The ARD committee will discuss the information in the student's assessment. Based on this information and discussion, the ARD committee will write the IEP. The IEP will not have been written in advance of the meeting. However, the school may prepare some notes or a draft to bring to the meeting as may the parent. The IEP will include any related services needs. All of the educational needs for the student will be stated in the IEP so that the those who are involved with the student's education will know what special education and related services the school is going to provide. The parent will be made aware of what is contained in the IEP and the use of different terms or definitions.

The ARD committee will address in the IEP the present levels of performance or present competencies of the student. After discussing how the student is doing, the ARD committee will write annual goals and objectives. The annual goals and objectives will differ for every student depending on what skills are most important, as well as an individual student's particular abilities and weaknesses. Goals and objectives will be written so that you can measure progress.

The ARD committee will decide whether a student is eligible for each related service based on a written report form the appropriate related services professionals. Every related service that the school provides will be written in the IEP, including information about how often the services will be provided, how long each session of related services will last, the title of the who will provide the services, how often the services will be provided,

and when the services will begin and end. The ARD form will include a signature page where the participants sign that they participated in the meeting. There also will be a place indicating whether they agree or disagree.

g. Least restrictive environment (LRE) placement: Federal law requires that the school educate students with disabilities in the least restrictive environment. This means that the school educates students in the settings that places the fewest restrictions or limitations on their educational opportunities, including their opportunities to interact with students who do not have disabilities. The ARD meeting will begin with the assumption that the student will attend the Galaviz Charter School as he/she would attend if he/she did not have a disability. If the school wishes to place a student in other than regular classes, Galaviz will justify that recommendation and write the reasons on the IEP.

Galaviz will follow federal law, ensuring that placement will be:

- at the school if the student would attend Galaviz if not disabled (unless the IEP requires otherwise); and
- in regular classes with the assistance of supplementary aids and services, unless the school district has current information to show that the student cannot benefit.

In addition, Galaviz will ensure that placement decisions are:

- be made annually;
- be made only by the ARD committee;
- be made after the development of an IEP;
- be based on the individual needs of the student rather than the disability, or for the convenience of staff; and
- take into consideration any harmful effects to the student.

The Office for Civil Rights has further clarified the meaning of least restrictive environment and made even stronger the legal preference for education for students with disabilities in settings with students who don't have disabilities in the inclusion setting. Galaviz will follow the federal requirements.

h. Transition planning: All students who are at least 16 years of age or older must have a statement of the transition services in the IEP. Further, some students will need transition services at age 14 or younger, when appropriate. The IDEA defines transition services as:

A coordinated set of activities for a student, designed within an outcome-oriented process, which promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The

coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.

Galaviz will ensure that it adheres to these requirements for transition services.

The IEP will include, when appropriate, a statement of the interagency responsibilities or linkages (or both) before the student leaves the school setting. Galaviz will develop a transition plan in tandem with the parents develop in conjunction with the IEP. This plan, called an Individualized Transition Plan (ITP), will address the services the student needs to make a successful transition to adult life at age 22.

i. Certified personnel for children with special needs:

Any personnel who directly teaches , tests, or assists an individual with a disability in the education or therapy of a child at Galaviz will be certified by TEA as a certified Special Education teacher, or diagnostician. Audiological services will be provided by a professional who holds certification as an audiologist by the American Speech and Hearing Association. Counseling services will be provided by persons holding a valid Texas Education Agency certificate in the area of specialization such as a counselor, visiting teacher, school psychologist, or associate school psychologist, or licensure or certification by the Texas State Board of Examiners of Psychologists as a psychologist or psychological associate, or as a licensed physician with a specialization in psychiatry, or a social worker who holds a master's degree in social work from a recognized institution of higher education.

j. Services to expelled students: Galaviz will continue to provide appropriate services to all special education students after expulsion. School officials can impose short-term disciplinary consequences on students with disabilities, such as suspensions and in-school suspensions. However, after eleven days of removal from the current educational placement the school will conduct an ARD meeting. At the eleventh day of removal the school is required to hold an ARD, come up with a functional behavioral assessment of the student, and develop a behavior intervention plan. Sufficient services will be provided to ensure that the student is appropriately progressing toward achievement of the IEP goals. The school will also decide when

short-term removals have accumulated to such a degree that the student's placement has effectively been changed. When that happens, an ARD will be held and a manifestation determination must be conducted.

2. Meeting the needs of children qualifying for other federal programs

a. **Title I Part A – Improving Basic Programs:** Title I Part A provides additional instructional services to students in order to increase success in school. The school will have an ancillary program for reading for those students who are two years or below grade level. There will be a federally funded program for a Parent Training Center for those students who have children as well as those who don't. Additional computers will be purchased for the literacy program and the purchase of reading software.

b. **Title I Part C – Migrant Education:** As Galaviz is in an urban setting, it is not anticipated that children of migrant workers will attend. However, Galaviz is committed to adhering to all state and federal requirements concerning migrant education in the event that migrant students apply for enrollment.

c. **Title I Part D Subpart 2 – Prevention and Intervention Programs for neglected, delinquent, at-risk:** Galaviz Charter will apply for financial assistance for assistance through for Community in Schools, case managers who will remain in the charter school to help those students who are on probation, as well as probation officers who can intervene with discipline and student who are at risk of dropping out. The school will also fund teachers to tutor after school, mentors to help at-risk and neglected children stay in school. Since the target population for Galaviz will be at-risk and adjudicated youth, the prevention and intervention programs through peer counseling, mentoring, Communities in Schools, case managers and probation officers will be one of the innovative strengths of the school.

d. **Title II Part B – Dwight D. Eisenhower Professional Development Program:** The funds from the professional development plan will be used for workshops for teacher that will include but not limited to strategies of teaching classroom management, working in different cultures, and techniques of teaching ESL. Workshop will be chosen on the basis of what teachers need to make their classes interesting and give knowledge to students.

e. **Title IV – Safe and Drug-Free schools:** The school will develop the program around the needs of the students and will seek federal funding through Title IV. Speakers will be brought in to speak of the dangers of drugs. Police Officers will be hired to make sure the school is safe from violence and drugs. Books will be purchased so that students will be able to read and discuss drugs. Many of the Polytechnic Institute students are recovering from drug addiction or use and have overcome the problems of drug use and unsafe life-styles. They will serve as empathetic, but firm, mentors. The case managers and probation officer will oversee the adjudicated youth to ensure that they remain drug-free. The students will be required to wear uniforms to reduce gang identification and help instill structure.

f. **Title VI – Innovative education program strategies:**

Students will do field research on a 130 acre outdoor retreat located one hour north of the school in Huntsville, Texas. Students will conduct biology and zoology labs on pond life cycles, plant classification, animal husbandry, natural medicines, survival foods and camping skills, the retreat will also be used for leadership training and building cooperative learning Equestrian skills will be optional. Students will also be involved in developing the school magazine. Students will have the option of participating in the ballet folklorico as well as learning to play stringed instruments and keyboard leading to the formation of a Ronda, trios and music composition. Other students will be involved in video production that will lead to public air distribution and on line presentation.

Students in 11th and 12th grade who are achieving success in the foundation curriculum will be eligible to participate in elective classes with Polytechnic Institute students in computer technology and medical technology.

g. **Title VI – Class-Size Reduction Program:** The class size for those students who are considered at-risk will be than for those students who are performing at or above grade level. These at-risk students are those who are under 21 years of age and who:

1. were not advanced from one grade level to the next for two or more years;
2. have mathematics or reading skills that are two or more years below grade level;
3. did not maintain an average equivalent to 70 on a scale of 100 in two or more courses during a semester or is not maintaining such an average in two or more courses in

the current semester, and is not expected to graduate within four years of the date the student begins school.

After school tutoring will be mandatory.

h. Section 504: Prohibits discrimination against any qualified person with a disability in any program or activity receiving federal money. This federal law says: *No otherwise qualified handicapped individual in the United States ... shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.*

Section 504 protects each student with a disability from discrimination in all public education programs that receive federal money. Because all public schools in Texas receive some federal money, these regulations apply to all school districts.

Under Section 504, students with disabilities must have an equal opportunity to participate in their school's services and activities such as: counseling services, athletics, transportation, health services, school-sponsored clubs, vocational programs, and social activities.

Galaviz Charter School will conform to all laws pertaining to Section 504 and will provide disabled students with an equal opportunity to enroll in the school and participate in school services and activities.

3. Meeting the needs of children who qualify for other State programs

a. Bilingual/ESL: Galaviz Charter School is being created to specifically address the special needs of bilingual and ESL students. As a result, the school will provide an ESL teacher the first year and increase that as demand requires. Galaviz, through proper testing of the students, will identify bilingual students and assess their English proficiency within the first week of school. The parents will be referred to appropriate adult ESL classes and after-school tutoring will be mandatory for the ESL students. The school will implement the State Compensatory Education Plan, purchase and utilize computer-assisted instructional materials, and provide TAAS remediation.

b. State Compensatory Education: Galaviz will use the student performance data resulting from the basic skills assessment instruments and achievement tests administered under Subchapter B, Chapter 39, to design and implement appropriate compensatory or accelerated instructional services

for students. Galaviz will provide accelerated instruction to a student enrolled who has taken the secondary exit-level assessment instrument and has not performed satisfactorily on each section or who is at risk of dropping out of school. Galaviz will document the effectiveness of the accelerated instruction in reducing the dropout rate and increasing achievement in the categories of students under 21 listed below (at-risk of dropping out):

1. were not advanced from one grade level to the next for two or more years;
2. have mathematics or reading skills that are two or more years below grade level;
3. did not maintain an average equivalent to 70 on a scale of 100 in two or more courses during a semester or is not maintaining such an average in two or more courses in the current semester, and is not expected to graduate within four years of the date the student begins school
4. did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 39
5. is pregnant or a parent

c. Dyslexia and other Learning Disabilities: When there is any question regarding students' learning abilities, Galaviz will test for dyslexia and related disorders, including referrals for vision, hearing and speech/language screenings. In addition, the following steps will be taken to accommodate and enhance the success of those students with dyslexia or related disorders:

- conduct basal reading series assessment
- conduct extra parent conferences
- assess academic progress more frequently than with the general student body
- provide supportive counseling
- rearrange class assignments to best accommodate the students' needs

d. Gifted and Talented: Gifted and Talented students will receive additional educational opportunities through the following methods:

- train teachers in Gifted and Talented education
- develop talent pools
- purchase and utilized specialized materials and equipment for the G&T students

- provide an environment that promotes creativity, critical thinking and problem solving
 - provide educational field trips
 - solicit volunteers and tutors in special fields such as medical professionals, scientists, NASA employees, computer specialists, language arts specialists, and the like
 - provide class work and homework on an advanced level
 - assign special projects
 - provide other opportunities for pursuing their special interests and developing their talents
4. Meeting the needs of children at risk of dropping out: In addition to the steps to be taken under the sections above, Galaviz will require all students and parents to sign a contract at the beginning of each year outlining required attendance and expectations. Each student will have an IEP prepared in order to tailor education to his/her learning style and needs. The adjudicated youth will be case managed beginning in the first year. From Year 2 forward, all at-risk students will be case managed. All students will be required to attend after-school tutoring and extra-curricular activities. Students will engage in Outdoor Leadership Training at Rancho Valencia, the 130-acre retreat in Anderson, Texas.
5. Extracurricular and other non-academic programs: The thrust of Galaviz is to provide enhanced programs to the at-risk youth of North Houston. In keeping with its mission, Galaviz will provide a number of extracurricular and non-academic programs. Students will have the opportunity to enroll in the technology and health career classes offered by Polytechnic Institute. Students will also be involved in developing the school magazine. Students will have the option of participating in the ballet folklorico as well as learning to play stringed instruments and keyboard leading to the formation of a Rondo, trios and music composition. Other students will be involved in video production that will lead to public air distribution and on line presentation. Students will participate in field research on a 130-acre outdoor retreat located one hour north of the school in Huntsville, Texas. Students will conduct biology and zoology labs on pond life cycles, plant classification, animal's husbandry, natural medicines, survival foods and camping skills. The retreat will also be used for leadership training and building cooperative learning. Equestrian skills will be optional.

C. *Admissions Policy*

1. Admissions timeline: Starting in June of 2002 those parents wishing to enroll their children in Galaviz Charter School, may obtain an application from the school and have it return by the end of July. Parents and student must then be interviewed to see if they meet the school's qualifications:

- Must complete TABE test
- Parents must sign an agreement that they will be involved with their children's education.
- Students must agree to wear uniform
- No one who is on probation for murder, rape, assault, or is a sex offender will be admitted

2. How admission policies further the mission of the school in non-discriminatory fashion: The admission policies of Galaviz will further the school's mission by giving adjudicated youth and at-risk students an opportunity to learn in a supportive environment through courses that will interest them and lead to marketable skills. Also, the policies will allow students to learn in a safe environment without undue violence.

13. *Governance Structures and Processes*

A. *Continuity between founding coalition's vision and future governing boards*

The future governing boards of Galaviz Charter School must agree to abide by and develop policies that are congruent with the pedagogy and education practices set forth in the charter school application to Texas Education Agency.

B. *Roles and responsibilities of board(s)*

The role of the Charter School Board will be to set policy, approve budgets, evaluate the CEO and will be responsible for audits. The Board will have fiduciary responsibility for financial integrity and will serve as a signatory on checks.

The Board will elect a president, vice president, treasurer and secretary at its annual meeting. Board members will serve for three one-year terms and must be off the Board for at least one year after serving their three terms before they can be considered Board candidates again. The president will be allowed two additional years on the Board. Meetings will be held monthly on the first Wednesday of the month. The annual Board meeting will be the first Monday of March.

C. *Procedures for receiving and responding to complaints*

1. Staff Complaints: Misunderstandings or conflicts can arise in

any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that Galaviz believes is detrimental to the school, its staff or its student, it will follow the procedure described here for bringing the complaint to management's attention.

Discussion of the problem with the immediate supervisor is the first step. If, however, such a discussion would not be appropriate, the employee may proceed directly to the next step.

If the problem is not resolved after discussion with the supervisor or if such a discussion with is inappropriate, the employee will be encouraged to request a meeting with a representative of the Human Resource Department. In an effort to resolve the problem, the representative will consider the facts and may conduct an investigation.

Galaviz will not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying Galaviz from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the school deems disciplinary action appropriate.

2. Parent Complaints: School problems can best be resolved at the classroom level, where problems start. In order to resolve problems, parents, guardians, and/or students can meet with a teacher at appropriate times to discuss existing problems. If the parents, guardians, or students are dissatisfied with the teacher's decision or explanation, they can meet with the school administrator to review the area of concern. If further assistance is needed, then parents, guardians, or students can meet with the school Superintendent then School Board.

Parents, guardians, and students who wish to appeal placement in a disciplinary alternative education program that extends beyond the next grading period, or who wish to appeal an expulsion, should place the appeal in writing and will be given an audience with the School Board.

3. Student Complaints: Students may present any grievance to the school, either personally or through a representative, through the appropriate grievance procedures.

Students should utilize the grievance procedure to raise any issue of concern, including issues of discrimination on the basis of race, color, national origin, sex, or disability. In addressing any of these

concerns, students should utilize the following procedures.

Informal Procedure: It is recognized that, in the course of providing the best education possible in an atmosphere conducive to learning, instances occur involving individuals and personalities, and the student may be affected by conflicting or adverse decisions that require third-party resolution. In the event the student believes such instances require a remedy or there is a basis for a grievance, he/she will first discuss the matter with his or her teacher. Should this procedure fail to satisfy the student, he/she may next discuss the matter with the principal or his or her designee with the objective of solving the matter informally. Should the informal procedure fail to satisfy the student, then a grievance may be taken through the formal procedure. The grievance should state the facts that form the basis for the grievance, the names of the persons involved, and the relief that is requested and that would resolve the grievance.

General Provisions: The following procedures apply to student grievance resolution:

(a) **Authority.** If a grievance arises that is not under the jurisdiction of the principal or superintendent. Grievances initiated in this fashion shall begin at Step 3 of the formal process.

(b) **Meetings.** All meetings concerning grievances will take place at reasonable hours. Students who must be absent from class will be excused providing they have confirmation from their teacher that no examinations will be missed. If a grievance hearing is scheduled during the regular school day, all staff participants in the investigation and processing of the grievance shall be released from regular duties and shall suffer no loss of pay or other benefits. Reasonable notice of scheduled hearings shall be given to all participants.

(c) **Records of Meetings.** All documents, communications, and records dealing with a grievance shall be filed separately from the student's transcript, and no notation of such grievance shall appear in the file of the aggrieved unless so requested by the aggrieved. All matters pertaining to a grievance shall be treated as confidential material and shall not be considered in the evaluation of the student.

(d) **Time Limits.** The number of days indicated at each level of the resolution procedures shall be a maximum. Time limits specified may be extended in any specific instance by agreement of both parties.

(e) **Withdrawal.** A grievance may be withdrawn at any step and cannot be reopened.

(f) **Reprisals.** No reprisals of any kind shall be taken by or against any student in the grievance procedure by reason of such participation; however, the student may be subject to disciplinary action for any subsequent misconduct. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such

participation.

(g) **Legal Remedy Rights.** No part of this process shall work in such a way as to deny the complainant the right to pursue legal redress in the courts.

Formal Resolution Process: The formal procedures for the resolution of student grievances will be as follows:

Step 1

The student who is unable to resolve a grievance through the informal process may send a formal written grievance within 15 days of the alleged circumstances that prompted the complaint to his or her principal. Within five days of the date the grievance is filed, the principal shall schedule a meeting with the aggrieved and his or her parents, guardian, or designated representative in an attempt to resolve the grievance. The principal shall indicate his or her disposition of the grievance in writing within five days of such meeting and shall furnish copies to the aggrieved and his or her representative.

Step 2

If the aggrieved is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within the allotted time period, the student may file the grievance up the normal authority chain by forwarding the grievance to the appropriate district superintendent. Within five days, the district superintendent or his or her designee shall meet with the parties of interest concerning said grievance. The disposition of the grievance shall be indicated in writing within five days of the meeting, and a copy shall be furnished to all parties of interest.

Step 3

If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent of Schools or his or her designee, or if no disposition has been made within five days of such meeting, the aggrieved may file a written copy of the grievance with the secretary or other designee of the board of trustees. Within 30 days, the board of trustees shall meet with the interested parties on the grievance. The board shall render its disposition of the grievance in writing no later than its next scheduled meeting. A copy of such disposition shall be furnished to the aggrieved and all parties of interest.

Step 4

If the aggrieved is not satisfied with the disposition of the grievance, or if no disposition has been made at Step 3, the aggrieved may take an additional action as provided within the federal or state statutes.

D. Steps to facilitate productive relationship between administrators and teachers

Administrators and teachers will work together on all aspects of the school, especially the curriculum, pedagogy and school codes of conduct. Teachers will serve on the Administrative Advisory Committee for governance and resource management. Meetings between teachers and administrators will be held at least monthly and at any time an unscheduled meeting is requested by either group. Teachers will be invited to all open Board meetings and will be given the opportunity to speak. A faculty and staff handbook will be developed and provided to each new employee so that each teacher will understand his/her roles, duties and the chain of command. In-service enrichment programs will be held to foster professional development and a professional relationship between staff and administrators. A Parent Teacher Organization will be formed with the president serving on the Board. Additionally, Galaviz will operate under a "shared decision making" (SDM) model whereby teachers participate in decision-making committees.

E. Parental and student involvement in decision-making

Parents will serve on the Board and Advisory committees. Parents will manage the Parent Teacher Organization, with the PTO president serving on the Board. Parents will assist with fundraising activities. The administration will encourage parent attendance at open Board meetings and will foster parent participation in all aspects of the school. Parents will be required to participate in their children's education by attending parent-teacher conferences, special events, school activities and volunteering where possible.

Students will form a Student Council, which will help with peer discipline through a Student Court and with fundraising. The president of the Student Council will be invited to all open Board meetings and meetings with the administration and teachers.

F. Involvement of private entity(s) and any board affiliations with private entity(s)

Polytechnic Institute will be providing space to Galaviz Charter School, therefore will be involved in making policy on facility management. Otherwise, no other private entities or board affiliations with private entities will exist. The school will contract with a food vendor and transportation vendor through an open and fair bidding process. None of the Board members or school officers will have an interest in any of the vendors selected. The school will be operated solely by the Galaviz Charter School Board.

**AT-RISK (75% RULE) CHARTER APPLICATION OF
GALAVIZ ACADEMY – HOUSTON, TEXAS**

Attachments

Attachment 1	501(c)3 Letter
Attachment 2	Articles of Incorporation
Attachment 3	By-laws
Attachment 4	Biographical affidavits for Members of Governing Board(s)
Attachment 5	Credit Report
Attachment 6	IRS Filing
Attachment 7	Notice of Public Hearing
Attachment 8	Log of Attendance at Public Hearing
Attachment 9	Synopsis of Public Hearing
Attachment 10	Letters of Business Arrangements
Attachment 11	Evidence of Publication of Notice of Intent
Attachment 12	Evidence of Mailing of Intent to City Council and County Commissioner's Court
Attachment 13	Salary Schedule
Attachment 14	Sample Contract
Attachment 15	Human Resource Policies
Attachment 16	Biographical Affidavits for School Administrators
Attachment 17	Organizational Chart
Attachment 18	Supporting Letters of Credit and Sources of Private Funds
Attachment 19	Start-Up Budget
Attachment 20	Three-Year Budget
Attachment 21	Three-Year Cash-Flow Projections
Attachment 22	Business Procedures Handbook
Attachment 23	Proposed Monthly Status Report
Attachment 24	Lease Agreement
Attachment 25	School Calendar
Attachment 26	Board Policy for PEG
Attachment 27	Map of Geographic Area
Attachment 28	Return Receipt for Mailing of Impact Statements
Attachment 29	Letters of Support
Attachment 30	<i>Helping Your Child to Learn</i>, by Dr. Luis Cano
Attachment 31	Resume of Charter School CEO, Dr. Luis Cano
Attachment 32	Job Descriptions

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GALAVIZ ACADEMY - HOUSTON, TEXAS**

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**Attachment 1
501(c)3 Letter**

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

DEPARTMENT OF THE TREASURY

Date: **JAN 21 1999**

GALAVIZ ACADEMY, INC.
C/O LUIS R. CANO
5206 AIRLINE DRIVE
HOUSTON, TX 77022

Employer Identification Number:
76-0525904
DLN:
17053329018018
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

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)(vi).

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)

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GALAVIZ ACADEMY, INC.

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.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (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 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.

GALAVIZ ACADEMY, INC.

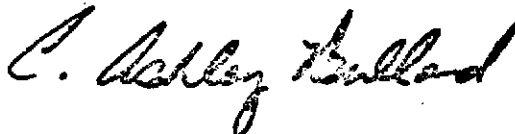
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal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

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,

A handwritten signature in cursive script that reads "C. Ashley Bullard".

District Director

**Attachment 2
Articles of Incorporation**

**Attachment 3
By-laws**

**Attachment 4
Biographical affidavits for Members of Governing Board(s)**

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
JUAN B. GALAVIZ CHARTER SCHOOL

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

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

1. Full Name (Initials Not Acceptable): STEPHEN MATTHEW MENDOZA

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] HOUSTON, TX.

5. Business Address: 8943 KATY FRWY, HOUSTON, TX. 77024
Business Telephone: 713) 461-6111

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>1980-PRESENT</u>	<u>1028 W. 22nd.</u>	<u>HOUSTON, TX.</u>	<u>77008</u>

7. Education: Dates, Names, Locations and Degrees

College _____

Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: _____

NO

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
1-01/PRES.	SALTGRASS STEAK HOUSE	KATY FRWY.	WAITER
1999/01	BERRY ELEMENTRY	2310 BERRY RD. HOUSTON, TX	PARA PROFESSIONAL
1997/1999	COOPER POWER TOOLS	7007 PINEMONT, HOUSTON,	MACHINIST

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 cancelled 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): PARA PROFESSIONAL CERTIFICATION

1999

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: _____

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15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? _____
If yes, give details: NO

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: _____

Dated and signed this 9 day of Feb,
20 01, at Chase Manhattan Bank.

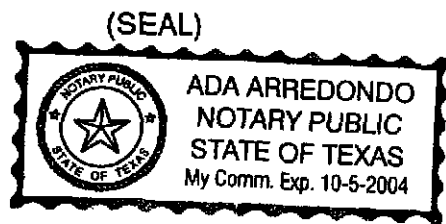
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.
Stephen Mendoza
(Signature of Affiant)

State of Texas
County of Dallas

Personally appeared before me the above named Stephen Mendoza
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 9 day of
Feb, 20 01.

(Notary Public)
My commission expires 10-05-2004



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

~~JUAN B. GALAVIZ CHARTER SCHOOL.~~

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

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

1. Full Name (Initials Not Acceptable): IRMA GUALDERRAMA

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) no

c. Other names used at any time no

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] - CIUDAD JUAREZ, CHIHUAHUA

5. Business Address: 4800 CALHUN, HOUSTON, TX. 77204

Business Telephone: 713) 743-4976

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>6-2000</u>	<u>- PRES. 4737 JEFFERSON,</u>	<u>HOUSTON, TX.</u>	<u>77023</u>
<u>7-1999 - 6-2000</u>	<u>3031 GOLDENHILLS,</u>	<u>MISSOURI CITY, TX.</u>	<u>77458</u>
<u>7-1987 - 7-1999</u>	<u>7000 LOVE CIRCLE,</u>	<u>LAKE WORTH, TX.</u>	

7. Education: Dates, Names, Locations and Degrees

College TEXAS CHRISTIAN UNIVERSITY BSE 1971
UNIVERSITY OF TEXAS ON SAN ANTONIO, TX. ED. 1975
Graduate Studies UNIVERSITY OF TEXAS, AUSTIN, TX. ED. 1982
Others _____

8. List Membership in Professional Societies and Associations: NABE

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
<u>1995-PRES</u>	<u>UNIVERSITY OF HOUSTON</u>	<u>CALHUN 4800</u>	<u>ASC. PROF</u>
<u>1990-1995</u>	<u>TEXAS WOMEN'S UNIVERSITY</u>		<u>ASC. PROF</u>
<u>1986-1990</u>	<u>TEXAS WESLEYN</u>	<u>FT WORTH, TX.</u>	<u>ASC. PROF</u>
<u>1982-1986</u>	<u>UNIVERSITY OF TEXAS,</u>	<u>AUSTIN, TX.</u>	<u>ASC. PROF.</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: no

b) Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled 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):
TEXAS TEACHER CERTIFICATE

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: _____

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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: no

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: _____

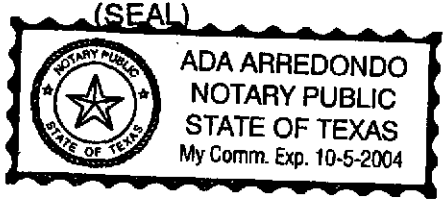
Dated and signed this 9 day of Feb, 20 01, at Chase Manhattan Bank.

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.
[Signature]
(Signature of Affiant)

State of Texas
County of Dallas

Personally appeared before me the above named Anna N. Madhram 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 9 day of Feb, 20 01.
(Notary Public)
My commission expires 10-5-2004



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the sponsoring entity

Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

JUAN B. GALAVIZ CHARTER SCHOOL

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

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

1. Full Name (Initials Not Acceptable): ELIZABETH HERNANDEZ

2. Have you ever had your name changed? NO If yes, give reason for the change: _____

b. Maiden Name (if female) CAVAZOS

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] RIO BRAVO, TAM. MEXICO

5. Business Address: 3387 SADLER, HOUSTON, TX. 77093

Business Telephone: _____

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>1990-PRESENT</u>	<u>3387 SADLER, HOUSTON, TX.</u>	<u>HOUSTON, TX.</u>	<u>77093</u>

7. Education: Dates, Names, Locations and Degrees

College MAGDALENO AGUILAR 1972 ELEMENTARY
Graduate Studies _____
Others _____

8. List Membership in Professional Societies and Associations: _____

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
1990/PRES.	SELF CONTRACT		CLEANER
	3387 SADLER,	HOUSTON, TX. 77093	

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 cancelled 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): _____

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? _____
If yes, give details: NO

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: _____

Dated and signed this 9th day of February, 2001, at 5207 Aulize.

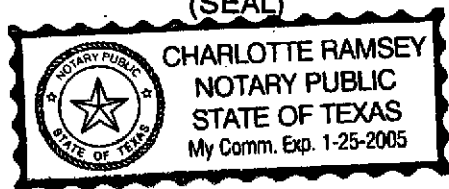
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.
Elizabeth Hernandez C.
(Signature of Affiant)

State of Texas
County of Davis

Personally appeared before me the above named Elizabeth C Hernandez personally known to me, who, being duly sworn, deposed 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 9th day of February, 2001.

(Notary Public) Charlotte Ramsey
My commission expires 1-25-2005



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the sponsoring entity

Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
JUAN B. GALAVIZ CHARTER SCHOOL

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

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

1. Full Name (Initials Not Acceptable): LACONIA GRAHAM

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] [REDACTED] [REDACTED], DETROIT, MICH.

5. Business Address: 2525 MURWORTH, HOUSTON, TX. 77054

Business Telephone: _____

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>
1992- PRESENT	74158 BRADFORD,	COLONY DR HOUSTON, TX.	77084
1990- 1992	72043 ALTA VISTA,	HOUSTON, TX.	77023

7. Education: Dates, Names, Locations and Degrees

College PAN AMERICAN UNIV. EDINBURG, TX. B.A. 1974

Graduate Studies _____

Others _____

8. List Membership in Professional Societies and Associations: NONE

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
11-98 TO PRESENT	HCJPD	3540 W. DALLAS, HOUSTON, TX.	JUV PO
1986-1998	AAMA	204 CLIFTON, HOUSTON, TX.	

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 cancelled 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): LICENSED CHEMICAL DEPENDENCY COUNSELER

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: _____ 83

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? _____

If yes, give details: NO

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: _____

Dated and signed this _____ day of _____, 20____, at _____.

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.

Racoma Robinson
(Signature of Affiant)

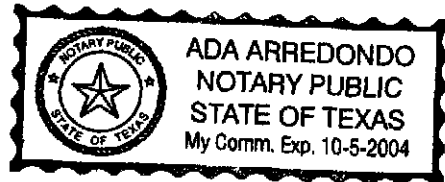
State of Texas
County of Harris

Personally appeared before me the above named Racoma Robinson 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 8 day of February, 2007.

(SEAL)

(Notary Public)
My commission expires 10-5-2004



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
JUAN B. GALAVIZ CHARTER SCHOOL

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

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

1. Full Name (Initials Not Acceptable): GLORIA GUARDIOLA

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) no
c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] - [REDACTED] SAN ANTONIO, TX.

5. Business Address: 16431 LAXINTON BLVD. SUGARLAND, TX. 77479
Business Telephone: (281) 634-4298

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>1998- PRESENT</u>	<u>1127 ALEXANDRIA ACORD</u>	<u>RICHMOND, TX.</u>	<u>77469</u>
<u>1993- 1998</u>	<u>5500 BRAEWOOD #127</u>	<u>HOUSTON, TX.</u>	<u>77074</u>
<u>1971- 1993</u>	<u>1171 WESTPARKWAY #167</u>	<u>HOUSTON, TX.</u>	<u>77098</u>

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY OF TEXAS , AUSTIN, TX. B.A. 1987
TEXAS SOUTH UNIVERSITY , HOUSTON, TX. M.A. 1994
Graduate Studies ST. THOMAS UNIVERSITY, HOUSTON, TX. ED. 1997
Others UNIVERSITY OF HOUSTON, VICTORIA, TX. ED. AD. PRESENT

8. List Membership in Professional Societies and Associations:

ASSOCIATION OF TEXAS PROFESSIONAL EDUCATORS

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
1999-PRESENT	FORT BEND IND. DISTRICT	-LAXINTON BLVD.	DIAGNOSTICIAN
1985-1999	HISD	3038 RICHMOND, HOUSTON, TX.	DIAGNOSTICIAN
1977-1985	AAMA	204 CLIFTON, HOUSTON, TX.	

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 cancelled 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): LICENSED ON EDUCATIONAL DIAGNOSTIC

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: _____ 86

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? _____
If yes, give details: NO

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: _____

Dated and signed this 8 day of Feb,
20 01, at Chase Manhattan Bank.

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.
Gloria Guardiola
(Signature of Affiant)

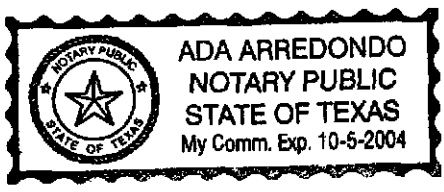
State of Texas
County of Harris

Personally appeared before me the above named Gloria Guardiola
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 8 day of
Feb, 20 01.

(Notary Public)
My commission expires 10-5-2004

(SEAL)



**Attachment 5
Credit Report**

COPYRIGHT MATERIAL

2 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.



To: Texas Education Agency
Charter School Division
1701 N. Congress
Austin, Texas 78701-1494

From: Lisa Cabral
Officer
Chase Bank

Ref: Banking Credit of Galaviz Academy

To Whom It May Concern:

Galvanize Academy has had their business account with Chase Bank since September 18, 1998. Based on our records, Galaviz Academy has excellent banking credit. They are eligible to apply for operational loans from our bank. I have worked with Dr. Luis Cano, chief operating officer, for several years.

If you have any questions, please feel free to call me at 281-591-5915.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Cabral".

Lisa Cabal-Small Business Relationship Manager
Bank Officer

THIS REPLY IS FURNISHED IN RESPONSE TO YOUR REQUEST FOR INFORMATION FOR YOUR USE IN A CONSUMER/ BUSINESS TRANSACTION. SINCE THIS BANK DOES NOT CONSIDER ITSELF A CONSUMER REPORTING AGENCY, WE ARE FURNISHING ONLY OUR OWN LEDGER EXPERIENCE, WHICH IS CONTAINED HEREIN.

Attachment 6
IRS Filing

990 FORM

PAGES 93 - 100 = 8 PAGES

UNDER SECTION 6103 & 6104 OF U.S. CODE
TITLE 26

8 PAGES HAVE BEEN WITHHELD

**Attachment 7
Notice of Public Hearing**

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

Galaviz Academy is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in Harris County. 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:

Name of the sponsoring entity proposing the charter school:

Galaviz Academy

Chief Executive Officer of the proposed school:

Luis R. Cano, ED.D.

Board members of the sponsoring entity:

Irma Guadarrama, Ph.D.

Hulberto Saenz, Ph.D.

Patsy Rubio, Ph.D.

Gloria Guardiola, B.S., M.Ed.

Rogelio Luna

Laconia Graham, M.A.

The Board members of the school operating board are the same as the board members of the sponsoring entity.

Proposed location of the school is:

5206 Airline Drive

Houston, TX 77022

The specialty of the school will be technology and career exploration. Students will be exposed to the world of computer and medical careers. Students will learn about careers in Computerized bookkeeping, Office specialist, and Computer Equipment Repairer. Those interested in the medical field will learn about Medical Assisting, Medical Billing and Coding, and Medical Secretary. The foundation curriculum will be included with the career courses.

Grade levels to be offered are 9th-12th grade

Planned opening date is August 2002.

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 HEARING WILL BE HELD ON FEBRUARY 8, 2001, 12:30 P.M., AT
POLYTECHNIC INSTITUTE, 5206 AIRLINE DRIVE, HOUSTON, TEXAS. THE
PUBLIC IS INVITED TO REVIEW THE CHARTER SCHOOL APPLICATION.** 102

LEGAL NOTICES LEGAL NOTICES LEGAL NOTICES

NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL

The Galaviz Charter School is applying to the State Board of Education for approval to operate an open-enrollment charter school ("charter school") to be located in Harris County. 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:

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Proposed location of the school is:

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A PUBLIC HEARING WILL BE HELD ON FEBRUARY 8, 2001, 12:30 P.M., AT POLYTECHNIC INSTITUTE, 5206 AIRLINE DRIVE, HOUSTON, TEXAS. THE PUBLIC IS INVITED TO ATTEND THE CHARTER SCHOOL APPLICATION.

**Attachment 8
Log of Attendance at Public Hearing**

Family Educational Rights and Privacy Act Protected Material

1 page has 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.

**Attachment 9
Synopsis of Public Hearing**

February 8, 2001

Galaviz Academy Charter School Notes

Dr. Cano started by introducing the project of the charter school for grades 9th -12th. The students attending are low-income youth with priority given to Limited English Proficient students. The students who live in the North Houston area will be priority. This includes districts from Houston ISD, Spring Branch ISD, Aldine ISD, Spring ISD and maybe Klien ISD. There will be 50 students attending this location for Microsoft classes and Medical Billing and Coding Classes. The rest, that is 200 students, will attend classes across the street. We do not have the location yet but we do have some prospects. It would either be at the building at Tidwell or the one at Airline & Victoria St. We are working hard and doing our best in preparing the application for approval for this charter school. We will send the application next week on February 15, 2001 to the Texas Education Agency and wait to see if we have approval. There will be as little as 5 or as many as 12 new charter schools in Houston. This means there will be a lot of stiff competition. We do have support from judges, teachers, students, and principals of high schools like Mr. Gonzales at Sam Houston High School and Mr. Terran, the Houston ISD North area superintendent. The more support we have in this area the better. The students attending this charter school are required to take tutoring classes from 3:00 to 5:00. If the student does well in the tutoring then the student can enroll in a drama, music or creative writing program. In these programs the student will actually learn to write a book possibly getting his writing published in a magazine.

██████████ an attendee, asked if this school was going to have the same classes like high school?

"Yes," answered Dr. Cano. The state requires that a charter school offer the same classes like high school but with the charter school their will be those extracurricular programs plus field trips.

██████████ asked. "What type of students will be enrolled concerning their behavior?"

The students enrolled will be interviewed and must have parents present. No student will be enrolled without BOTH parents being present. If divorced, separated BOTH parents must be present. The parents should also get involved with homework and tutoring. This charter school is not a BABYSITTING SERVICE FOR IRRESPONSIBLE PARENTS. If a student has a felony or a weapon offense they will not be enrolled. If the student is on probation for a lesser offense, they can be enrolled. We will not have a psychiatrist in the school but we will have counselors. The students will be required to wear a uniform and will have rules for attendance, punctuality, classroom and field trips. If the students and parents do not cooperate they will not attend. NO GANG MEMBER RELATED ITEMS OR SIGN LANGUAGE WILL BE TOLERATED. We want students that want to learn and parents that are willing to give support to their child and us.

An attendee asked, "When will the charter school start?"

It will start in August 2002 if approved.

Dr Cano asked, "How many parents here are interested in bringing your kids to this school if it begins this fall? Three attendees raised their hands.

██████████ commented that parents need to be involved with their kids in order for them to do good in school.

Dr. Cano replied, "With this charter school having a maximum of 250 students it will be easier to have communication with each student and parent. In the high schools today they have 3,000 students that gets paid for daily average attendance. The schools are motivated by attendance but the charter school is for the student to benefit.

An attendee asked, "If a student has been out of school for awhile is that student required to take a test to enroll?"

Students are required to take a test, that way we know their aptitude and grade level. We will do this for every student.

Another attendee asked, "Is it required for the student to after school for tutoring?"

Yes, every student is required to do so the more you study or work on your weak subject the better you will get at it. We want the students to be the best they can be and we want them to go to a technical school not necessarily Polytechnic Institute but somewhere where they can have a better future for themselves.

██████████ asked, "How long before we receive an answer?"

We should receive an answer by early May or as late as July.

Dr. Cano's sais, "We are doing everything possible to do this charter school a reality and you could write a letter to the state representatives Sylvester Turner, Dora Olivo, and Rick Noriega. There are more but I only mentioned three. You could also send one to Alma Allen and address yourself as a member of the community."

"We want to put this kids back on the right road and make them graduates with proactive skills", said ██████████.

It was asked, "If there are any suggestions put them in writing or say them verbally."

A attendee asked, "Will there be volunteers in the library?"

Yes there will be and the volunteer does not just have to be the parent it could also be an older sister.

The meeting was adjourned at 1:30 p.m.

Attachment 10
Letters of Business Arrangements



Polytechnic Institute, Inc.

"Educating Tomorrow's Professionals"

5206 AIRLINE DRIVE • HOUSTON, TEXAS 77022 • (713) 694-6027 • FAX (713) 694-7962

February 12, 2001

Dr. Irma Guadarrama, Chairperson
Board of Directors, Galaviz Academy
P.O. Box 925037
Houston, Texas 77292-5037

Dear Ms. Guadarrama:

As Business Manager for Polytechnic Institute, I have approved the use of classroom space and common area space for Galaviz Charter students. Additionally students are approved to utilize lab and special use areas including the 4,000 square foot outdoor area for recreation. Enclosed is a commercial lease for one dollar per year which includes the space where you will place five portable buildings.

The charter school is also approved to use the 130-acre outdoor retreat located in Huntsville, Texas for \$1.00 per year. Please submit a copy of the school's liability insurance holding Polytechnic Institute harmless from any liability.

Please call me at (713) 694-6027 if you have any questions.

Sincerely,

Angela Pena
Business Manager

Attachment 11
Evidence of Publication of Notice of Intent

Advantage Publishing Inc.

free community publications

1303 Aldine Mail Route Houston, Texas 77039
(713) 449-9945 Fax 987-8522

serving Houston since 1977

PUBLISHERS'S AFFIDAVIT

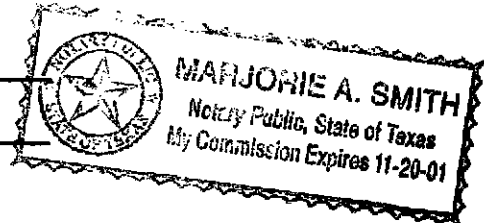
STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared V.E. Mauldin of the Northeast News, a weekly newspaper of general circulation, published at Houston, Harris County, Texas who deposes and says that the advertisement/legal notice for POLYTECHNIC INSTITUTE was published in the regular issue of February 6, 2001 in the Northeast News, 5327 Aldine Mail Rt., Houston Tx. 77039.

Signed: V.E. Mauldin

Subscribed and sworn to before me this the 6 day of February, 2001.

Marjorie Smith
Notary Public in and for Harris County, Texas
My commission expires 11-20-01



Attachment 12
Evidence of Mailing of Intent to City Council
and County Commissioner's Court

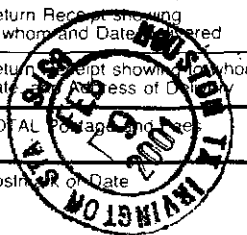
P 816 175 218

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to <i>Commissioner's Court Judge Bekels</i>	
Street and No. <i>1001 Preston</i>	
P.O., State and ZIP Code	
Postage	\$ <i>.34</i>
Certified Fee	<i>1.90</i>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	<i>1.50</i>
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ <i>3.74</i>
Postmark or Date	

PS Form 3800, June 1985



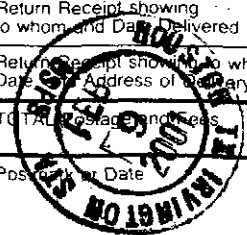
P 816 175 220

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to <i>City Council Re: Charter 5000</i>	
Street and No.	
P.O., State and ZIP Code	
Postage	\$ <i>.34</i>
Certified Fee	<i>1.90</i>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	<i>1.50</i>
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ <i>3.74</i>
Postmark or Date	

PS Form 3800, June 1985



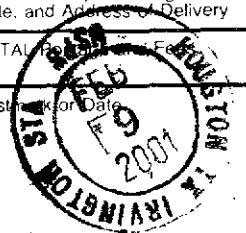
P 816 175 221

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to <i>City Council C/O Mayor Brown</i>	
Street and No. <i>Bogby</i>	
P.O., State and ZIP Code	
Postage	\$ <i>.34</i>
Certified Fee	<i>1.90</i>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	<i>1.50</i>
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ <i>3.74</i>
Postmark or Date	

PS Form 3800, June 1985



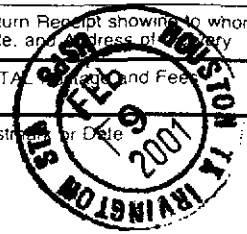
P 816 175 222

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to <i>Carl Galoway</i>	
Street and No.	
P.O., State and ZIP Code	
Postage	\$ <i>.34</i>
Certified Fee	<i>1.90</i>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	<i>1.50</i>
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ <i>3.74</i>
Postmark or Date	

PS Form 3800, June 1985



SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

<p>3. Article Addressed to:</p> <p>Commissioner Franco Lee 1001 Preston, Ste. 950 Houston, TX 77002</p>	<p>4. Article Number P816175220</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and <u>DATE DELIVERED</u>.</p>
<p>5. Signature - Addressee X</p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p>
<p>6. Signature - Agent X <i>SARAH RODRIGUEZ</i></p>	
<p>7. Date of Delivery 2-13-1</p>	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

<p>3. Article Addressed to:</p> <p>Commissioner's Court c/o Judge Robert Eckels 1001 Preston Houston, TX 77002</p>	<p>4. Article Number P816175218</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and <u>DATE DELIVERED</u>.</p>
<p>5. Signature - Addressee X <i>Carmen Mireles</i></p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p>
<p>6. Signature - Agent X <i>Carmen Mireles</i></p>	
<p>7. Date of Delivery 2-13-1</p>	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

**Attachment 13
Salary Schedule**

Salary Schedule					1st Year Salary			2nd Yr Salary (5% Increase)			3rd Yr Salary (5% Increase)		
No. of Positions	Position Title	Personnel	Full Time/ Part Time	Months	Monthly Salary	Annual Salary	Total Annual Salary	Monthly Salary	Annual Salary	Total Annual Salary	Monthly Salary	Annual Salary	Total Annual Salary
2	English Teacher	Full Time	1.00	12	2,083	25,000	50,000	2,187	26,250	52,500	2,297	27,562	55,125
1	Reading Teacher	Full Time	1.00	12	2,083	25,000	25,000	2,187	26,250	26,250	2,297	27,562	27,562
2	ESL Teacher	Full Time	1.00	12	2,083	25,000	50,000	2,187	26,250	52,500	2,297	27,562	55,125
2	Math Teacher	Full Time	1.00	12	2,083	25,000	50,000	2,187	26,250	52,500	2,297	27,562	55,125
1	Sci Teacher	Full Time	1.00	12	2,083	25,000	25,000	2,187	26,250	26,250	2,297	27,562	27,562
1	Govt. Hist. Teacher	Full Time	1.00	12	2,083	25,000	25,000	2,187	26,250	26,250	2,297	27,562	27,562
2	Computer Teacher	Part Time	0.50	12	1,000	12,000	24,000	1,050	12,600	25,200	1,103	13,230	26,460
1	Bookkeeping Teacher	Part Time	0.50	12	1,000	12,000	12,000	1,050	12,600	12,600	1,103	13,230	13,230
1	Medical Billing Teache	Part Time	0.50	12	1,000	12,000	12,000	1,050	12,600	12,600	1,103	13,230	13,230
1	Physio Teacher	Part Time	0.50	12	1,000	12,000	12,000	1,050	12,600	12,600	1,103	13,230	13,230
1	ESL Teacher	Part Time	0.50	12	1,000	12,000	12,000	1,050	12,600	12,600	1,103	13,230	13,230
1	Govt. History	Part Time	0.50	12	1,000	12,000	12,000	1,050	12,600	12,600	1,103	13,230	13,230
1	Superintendent	Full Time	1.00	12	5,000	60,000	60,000	5,250	63,000	63,000	5,513	66,150	66,150
1	Principal	Full Time	1.00	12	5,000	60,000	60,000	5,250	63,000	63,000	5,513	66,150	66,150
1	Counselor	Full Time	1.00	12	2,333	28,000	28,000	2,450	29,400	29,400	2,572	30,870	30,870
1	Special Ed Coordinato	Full Time	1.00	12	2,917	35,000	35,000	3,062	36,750	36,750	3,216	38,587	38,587
1	Librarian/Advisor	Full Time	1.00	10	2,400	24,000	24,000	2,520	25,200	25,200	2,646	26,460	26,460
1	PEIMS Coordinator	Full Time	1.00	12	2,083	25,000	25,000	2,187	26,250	26,250	2,297	27,562	27,562
1	Clerk	Full Time	1.00	12	1,667	20,000	20,000	1,750	21,000	21,000	1,837	22,050	22,050
1	Receptionist	Full Time	1.00	12	1,500	18,000	18,000	1,575	18,900	18,900	1,654	19,845	19,845
1	Registrar	Full Time	1.00	10	2,500	25,000	25,000	2,625	26,250	26,250	2,756	27,563	27,563
1	Security	Full Time	1.00	11	2,273	25,000	25,000	2,386	26,250	26,250	2,506	27,563	27,563
1	Bookkeeper	Full Time	1.00	12	2,000	24,000	24,000	2,100	25,200	25,200	2,205	26,460	26,460
27					48,173	566,000	652,999	50,581	594,300	685,649	53,110	624,015	719,932

1	Dance Tutor	5 hrs/wk	10	250	2,500	2,500
2	Music Tutors	5 hrs/wk	10	500	5,000	10,000
2	ESL Tutors	5 hrs/wk	10	500	5,000	10,000
	Total:				22,500	

**Attachment 14
Sample Contract**

Galaviz Academy

Employment Agreement

Employment Agreement, between _____ (the
"Company") and _____ (the "Employee").

1. For good consideration, the Company employs the Employee on the following terms and conditions.
2. Term of Employment. Subject to the provisions for termination set forth below this agreement will begin on _____, 20____, unless sooner terminated.
3. Salary. The Company shall pay Employee a salary of \$ _____ per year, for the services of the Employee, payable at regular payroll periods.
4. Duties and Positions. The Company hires the Employee in the capacity of _____. The Employee's duties may be reasonably modified at the Company's Discretion from time to time.
5. Employee to Devote Full Time to Company. The Employee will devote full time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other business provided those investments do not require active involvement in the operation of said companies.
6. Confidentiality of Proprietary Information. Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach of this condition, including the recovery of damages from the Employee.
7. Reimbursement of Expenses. The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.

8. **Vacation.** The Employee shall be entitled to a yearly vacation of _____ weeks at full pay.
9. **Disability.** If Employee cannot perform the duties because of illness or incapacity for a period of more than _____ weeks, the compensation otherwise due during said illness or incapacity will be reduced by _____ () percent. The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over _____ months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.
10. **Termination of Agreement.** Without cause, the Company may terminate this agreement at any time upon _____ days' written notice to the Employee. If the Company requests, the Employee will continue to perform his/her regular salary up to the date of termination. In addition, the Company will pay the Employee on the date of termination a severance allowance of \$ _____ less taxes and social security required to be withheld. Without cause, the Employee may terminate employment upon _____ days' written notice to the Company. Employee may be required to perform his or her duties and will be paid the regular salary to date of termination but shall not receive a severance allowance. Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the Employee's employment upon _____ day's notice to the Employee should any of the following events occur:
- a) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or
 - b) The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or
 - c) The Company's decision to terminate its business and liquidate its assets;
 - d) The merger or consolidation of the Company with another company.
 - e) Dissolution.
11. **Death Benefit.** Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.
12. **Restriction on Post Employment Competition.** For a period of () years after the end of employment, the Employee shall not control, consult to or be employed by any business similar to that conducted by the Company, either by soliciting any of its accounts or by operating within Employer's general trading area.

13. **Assistance in Litigation.** Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either or after employment.
14. **Effect of Prior Agreements.** This agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.
15. **Settlement by Arbitration.** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgement upon the award rendered may be entered in any court with jurisdiction.
16. **Limited Effects of Waiver by Company.** Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.
17. **Severability.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.
18. **Assumption of Agreement by Company's Successors and Assignees.** The Company's rights and obligations under this agreement will inure to the benefit and the binding upon the Company's successors and assignees.
19. **Oral Modifications Not Binding.** This instrument is the entire agreement of the Company and the Employee. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Signed this _____ day of _____, 20__.

Witness

Company Representative

Witness

Employee

GALAVIZ ACADEMY

COUNSELOR AGREEMENT

This agreement is made and entered into as of _____ by and between _____ as _____ herein referred to as Counselor and Galaviz Academy, Inc. herein after referred to as Contractor.

1. The term of this contract is approximately twelve (12) months beginning on _____ and ending on _____. The Counselor acknowledges that there may not be a renewal of this contract after _____.
2. The Counselor will provide a minimum of forty (40) hours of education service per week for the duration of the contract or fewer hours as determined by negotiation between the counselor and the contractor.
3. The counselor will make every reasonable effort to present Life Skill lessons to cover a forty (40) hour term. The written lesson plans should include objectives, exercises, Pre & Post testing and criterion referenced testing where applicable.
The Counselor will record one life Plan for each student.
The Counselor will administer one WRAT for each student.
The Counselor will administer one SDS (Self Directed Search) for each student.
The Counselor will administer one Family assessment for each student.
The Counselor will make every reasonable effort to assist students obtain employment when part of Advisor plan.
The Counselor will make every reasonable effort to enroll each student in school, education program (i.e., GED) and arrange for mentorship support for each student.
4. Though a specific level of achievement is not included, the counselor agrees and understands that performance measures include the following:
 - a) Number of students returning to school or receiving their Academic Scores.
 - b) Number of students successfully enrolled in post-secondary education.
 - c) Number of family evaluations completed.
 - d) Number of students academic and vocational assessments completed.
 - e) Number of students recidivating while in the program.
 - f) Number of students completing SAT or ACT.
 - g) Number of students completing the curriculum.
 - h) Number of students completing their six-month Path for Success plan.
 - i) Number of students developing their ten-year Path for Success plan.
 - j) Number of positive responses from curriculum attendees.
 - k) Number of curriculum attendees and their measured information retention.
5. The counselor and contractor agree that contract services will be provided at a physical location that is in the best interest of the students. Counselor will be accessible by pager to School Staff at all times and be physically present at the school unit for a minimum of 6 hours per day between 8:00 a.m. and 5:00 p.m.
6. The counselor agrees that the contract may be terminated for unsatisfactory performance to be determined by the principal including but not limited to poor attendance, tardiness, failure to present a curriculum, and failure to adhere to terms of this contract.
7. The counselor and the contractor will arrange for contract labor to be performed during times that are beneficial to students. The counselor and contractor will modify assignments to accommodate the needs of the students.
8. The counselor agrees to provide timely reports on programmatic aspects of the department as requested as well as copies of all curriculum results.
9. The counselor further agrees:
 - a) To attend ARD meeting
 - b) To attend required school related meetings
 - c) To have a pager at school's expense available for communications from staff.
10. Termination of Agreement:
Counselor or Contractor may terminate this agreement by giving no less than (10) ten days written notice as applicable.

11. The compensation under this contract will be based at _____ (\$____.00) per hour and the total number of hours per week may not exceed forty (40) hours.
12. This written agreement contains the sole and entire agreement between the parties and shall supersede any and all agreements between the parties. The counselor agrees that this agreement will be terminated prior to _____ if funding is not available.
13. The counselor further agrees that he/she is not eligible for paid vacation, paid holidays, sick leave, annual leave or other employee benefits.
14. The counselor is permitted to subcontract out his/her assignments after negotiating contract services with the contractor. A written agreement must be negotiated between the Counselor and the Contractors outlining the functions and qualifications of the subcontracted work prior to the counselor, subcontracting out his/her work.
15. The initial maximum hours allowed for this contract will be forty (40) hours per week.
16. The counselor agrees that the Texas Education Agency, the Texas State Auditor and any other governmental body or agency personnel with lawful jurisdiction under the Charter School law and implementing regulations or any of their authorized representatives, shall, until the expiration of three (3) years after termination of this contract, or until all audit findings are resolved, have access to and the right to examine any directly pertinent books, documents, papers, invoices and records or such third party subcontractor involving transactions relating to the said third party.
17. The counselor must be accessible between 8:00am-5:00pm. Monday through Friday via pager. If counselor fails to respond to page within 8 hours said failure will be considered grounds for disciplinary action.

Counselor Signature

Date

Business Address (Print)

(____) _____
Phone No.

City, State Zip

Social Security No.

Contractors Signature

Date

Attachment 15
Human Resource Policies

DRAFT

**Employee Handbook
for employees of
Galaviz Charter
School**

and

Administaff. 

February 1, 2001

Employee Handbook

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ACKNOWLEDGMENT

INTRODUCTION

An interesting and challenging experience awaits you as an employee of Galaviz Charter School and Administaff Companies, Inc. (collectively "the Company"). We have written this handbook in order to answer some of the questions you may have concerning the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask the on-site supervisor or a member of Administaff's Human Resource Department for assistance.

Administaff Companies, Inc. ("Administaff") is a Professional Employer Organization with clients and worksite employees in fifty states. You are an employee of both companies, Administaff and Galaviz Charter School Administaff handles the administrative responsibilities for employment-related issues such as payroll, benefits and handles many personnel issues, while Galaviz Charter School handles the day-to-day activities related to its core business. Questions relating to payroll, benefits or other human resource issues should be directed to the on-site supervisor or Administaff's Payroll or Human Resource Specialists.

DEFINITIONS

- The term "employee" as used throughout this handbook means those employees both of Galaviz Charter School and Administaff.
- The term "employment" as used throughout this handbook means your employment with Galaviz Charter School and Administaff.
- The term "Company" as used throughout this handbook means both Galaviz Charter School and Administaff.
- The term "client company" or Galaviz Charter School as used throughout this handbook means the separate business entity which enters into a contractual relationship with Administaff.
- The term "on-site supervisor" as used throughout this handbook means Administaff's designated representative at Galaviz Charter School. The on-site supervisor may, at his discretion, delegate responsibilities contained in these policies to other supervisory personnel.

This handbook is not a contract guaranteeing employment for any specific duration. Both you and the Company have the right to terminate your employment at any time. No supervisor, manager or representative of the Company, other than a President or Vice-President, has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into by a President or Vice-President shall not be enforceable unless it is in writing and signed by both parties. Notwithstanding the above, an agreement made by a President or Vice-President of Galaviz Charter School is not binding on Administaff unless it is agreed to in writing by a President or Vice-President of Administaff.

NOTICE TO EMPLOYEES

In drafting this Employee Handbook, we have avoided the use of specific gender pronouns wherever possible. However, where such avoidance would have led to very awkward sentences, we have used the masculine pronoun. This use should be considered to refer to both genders.

This Employee Handbook supersedes all previous Company handbooks and policies. In addition, this handbook supersedes all prior management memos to the extent that such memo contradicts a subject or policy covered therein.

CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the Company. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with the on-site supervisor.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company provides equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, military status, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship. A reasonable accommodation is any change in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation you must inform your supervisor that there is a need for an adjustment or change at work for a reason related to a medical condition. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Company classifies its employees as follows:

- **Full-Time Regular Employees** -- Employees hired to work the Company's normal, full time, thirty-hour or more workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.
- **Part-Time Regular Employees** -- Employees hired to work fewer than thirty hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.
- **Temporary Employees** -- Employees engaged to work full time or part time on the Company's payroll with the understanding that their employment will be terminated no later than upon completion of a specific assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be "exempt" or "non-exempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Company.)
- **Non-exempt Employees** -- Employees who are required to be paid minimum wage and overtime at the federal or state prescribed wage rate, whichever is higher.
- **Exempt Employees** -- Employees who are not required to be paid minimum wage and overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, certain computer programmers and employees in administrative positions are typically exempt.

PERSONNEL FILES

Administaff maintains a personnel file on each employee. You may review your personnel file upon request and in the presence of authorized personnel. If you are interested in reviewing your file, contact your Payroll Specialist to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or your Payroll Specialist of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out and sent to Administaff.

EMPLOYMENT REFERENCES

All employment verification or reference requests on current or former employees are to be referred to Administaff. Administaff will normally only release last title and dates of employment. All other requests for information on current or former employees also are to be referred to Administaff, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to Administaff. Certain information will be provided only if the employee has executed a release.

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same Company facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Company, including regular, temporary and part-time classifications.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs so long as they meet the performance standards of their job with the Company. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

If it is determined that an employee's outside work conflicts or interferes with performance, safety or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he desires to remain with the Company.

Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while performing their jobs with the Company.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment voluntarily or involuntarily by retirement, resignation, lack of work, or termination.

Resignation

Any employee who voluntarily resigns is expected to provide the Company with advance written notice of no less than two (2) weeks as is customarily done as a business courtesy. Failure to provide such notice may result in the employee not being eligible for rehire and not receiving earned, unused vacation time. If you have accrued, unused vacation time upon the termination of your employment, you will be paid for that time at your regular base pay, provided you have given two weeks written notice.

Layoff Due to Lack of Work

The Company attempts to maintain a stable work force, however, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll. Should such a situation occur, the work force may be reduced by laying off the number of employees over and above those needed to perform the work available. Layoffs will be determined by the ability of the affected employees to adequately perform the available work with a minimum of retraining. Length of service and non-medically related absences or tardiness may also be considered where relative ability is equal.

Exit Interviews

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the company. During the exit interview, you can provide insights into areas for improvement for the company and your specific position.

Return of Company Property

Any Company property issued to you, such as software, computer equipment, databases, files, pager, keys, parking passes or company credit card must be returned at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

EMPLOYEE CONDUCT

ANTI-HARASSMENT POLICY

It is the policy of the Company to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and is free from all forms of harassment of any employee or applicant for employment by anyone, including supervisors, co-workers, vendors, or customers. Harassment in any manner or form is expressly prohibited and will not be tolerated by the Company. Accordingly, Company management is committed to vigorously enforcing this policy against harassment, including but not limited to sexual harassment, at all levels within the Company.

All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Where harassment is determined to have occurred, the Company will immediately take appropriate disciplinary action, including written warnings and possible suspension, transfer and/or termination.

The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

1. The term "harassment" includes but is not limited to unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, religion, sex, sexual orientation, age, national origin, or disability.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or,
 - c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.
3. The term "harassment" may also include conduct of employees, supervisors, vendors and/or customers who engage in verbally or physically harassing behavior which has the potential for humiliating or embarrassing an employee of the Company.

Complaint Procedure

The Company provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In most instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is not possible, the employee should immediately report the complained-of conduct to their immediate

supervisor, manager, owner of the Company, or if necessary for resolution, to the Administaff Human Resources Department. The report should include all facts available to the employee regarding the harassment. To contact the Administaff Human Resource Department, call 1-877-348-2431 or 281-312-3000.

Confidentiality

All reports of harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. The Company will conduct an investigation of any complaint that will require limited disclosure of pertinent information to certain parties, including the alleged harasser.

Investigative Procedure

Once a complaint is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Once the investigation is completed, a determination will be made regarding the validity of the harassment allegations. If it is determined that harassment has occurred; prompt, remedial action will be taken. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harassment is from a vendor or customer the Company will take appropriate action to stop the complained-of conduct.

Duties of Employees and Supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company supervisors and managers are expected to adhere to the Company's anti-harassment policy. Supervisors' evaluations will include an assessment of the supervisor's efforts in following and enforcing this policy.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment from occurring. If a complaint is raised, supervisors and managers are to act promptly to notify the Administaff Human Resources Department of the complaint so that Human Resources may proceed with an investigation. If a supervisor or

manager fails to follow this policy they will be disciplined. Such discipline may include termination.

GUIDELINES FOR APPROPRIATE CONDUCT

As a Company team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the Company. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

1. Falsifying employment or other Company records;
2. Violating the Company's anti-harassment policy;
3. Soliciting or accepting gratuities from customers or clients;
4. Excessive absenteeism or tardiness;
5. Excessive, unnecessary, or unauthorized use of Company property and supplies, particularly for personal purposes;
6. Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
7. Bringing or using alcoholic beverages on the Company property or using alcoholic beverages while engaged in Company business off the Company's premises, except where authorized;
8. Fighting or using obscene, abusive, or threatening language or gestures;
9. Theft of property from co-workers, customers, or the Company;
10. Using company computers for personal financial transactions, chat rooms, or in an unethical or unlawful manner.
11. Unauthorized possession of firearms on the Company premises or while on Company business;
12. Disregarding safety or security regulations;
13. Insubordination; and

14. Failing to maintain the confidentiality of Company, customer, or client information.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, a policy of progressive employee discipline will be followed by supervisors. Major elements of this policy include:

1. **VERBAL REPRIMAND.** The first step in the Company's progressive disciplinary policy is the "verbal reprimand." This is a verbal warning to an employee that his conduct is unacceptable, and that repeated or continued failure to conform his conduct or performance to the Company standards will result in more severe disciplinary action. Before receiving a verbal reprimand, an employee will be counseled by his supervisor and told what improvements are necessary and expected to correct any performance deficiencies. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.
2. **WRITTEN REPRIMAND.** The second step is a "written reprimand." This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. A copy of the written reprimand will be retained in the employee's personnel file.
3. **SUSPENSION.** Suspension of the employee's employment may, at the sole discretion of the Company, be used as a third step. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his conduct or performance to the standards of his position, or for a single serious offense. A record of the suspension will be retained in the employee's personnel file.
4. **TERMINATION.** The final step in the disciplinary procedure is the termination of the employee. If an employee fails to conform his conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the foregoing progressive disciplinary procedure policy, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the progressive discipline procedure.

SAFE WORKPLACE POLICY

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. Administaff and Galaviz Charter School have a no tolerance guideline for violent acts or threats of violence.

Administaff and Galaviz Charter School expect all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge if the threat or violent act could adversely affect the Company or its reputation in the community.

Employees within the company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, shall immediately report this information to their supervisor or a member of management. Employees should not assume that any threat is not serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a supervisor. Any threat reported to a supervisor should be brought to the attention of Galaviz Charter School and/or the Administaff Human Resource Department. All reports will be carefully investigated by Human Resources, and employee confidentiality will be maintained to the fullest extent possible.

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EMPLOYEE SAFETY AND HEALTH

It is the policy of the Company to provide its employees a safe and healthy work place and to follow procedures aimed at safeguarding all employees. Accident prevention and efficiency in production go together, neither should be given priority over the other.

Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times.

Responsibilities of the Employee include:

- Obeying the safety rules.
- Following safe job procedures. Not taking short cuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to his supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

ACCIDENTS

No matter how insignificant an injury may seem at the time of occurrence, you should notify the on-site supervisor immediately.

DRUG FREE WORKPLACE POLICY

The policy of Administaff Companies, Inc. ("the Company") is to maintain a drug free workplace. For the purpose of this policy, "client" is defined as the business entity to which the employee has been assigned by the Company. The term "workplace" is defined as Company and/or client property, any company-sponsored and/or client-sponsored activity, or any other site for the performance of work for the Company and/or the client. The term "drug" includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs. Activities prohibited by this policy shall be considered grounds for discipline, including but not limited to suspension or immediate termination of employment, if the activities occur in the workplace as defined above. Prohibited activities under this policy include the unauthorized use of drugs, as defined above, in the workplace, including distribution, possession, or use of a drug or controlled substance as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not by way of limitation, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. However, the use of prescription drugs, when taken as directed by a duly licensed physician, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by Administaff's health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting the Human Resource Department of Administaff at 800-242-8893, ext. 2893 or ext. 3735.

As a condition of employment, all Company employees must comply with this policy. Any Company employee who has been convicted under any criminal drug statute for a violation occurring in the workplace must report that conviction to the Company no later than five days after the conviction. Within thirty days after receiving notice of the conviction described in this policy, the Company shall impose discipline on, or require satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is convicted of a violation of a criminal drug statute if the violation occurred in the workplace.

This policy is not intended to replace or otherwise alter the obligation of an Administaff client company to comply with requirements of the U.S. Department of Transportation or any other federal, state or local agency that regulates drug testing administration or a particular industry.

NON-FRATERNIZATION

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees in the Company or certain other employees in the Company.

Accordingly, managers and supervisors are prohibited from fraternizing or becoming romantically involved with one another or with any other employee of the Company. Additionally, all employees, both managerial and non-managerial, are prohibited from fraternizing or becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

An employee involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to their supervisor so that a determination can be made as to whether the relationship violates this policy. If a violation is found, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

All employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described here for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with a representative of the Human Resource Department. In an effort to resolve the problem, the representative will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.

HOURS AND COMPENSATION POLICIES

HOURS OF OPERATION

In order to accommodate the needs educational and administrative needs of our student population and to efficiently run our facility there may be varying hours of operation for each department. Each department may have various shifts for the different positions in order to meet the needs of the business. Work times will begin each day between 7:30 a.m. and 9:00 a.m. and end between 3:00 p.m. and 6:00 p.m. This is a general guideline and may be adjusted to meet the needs of the business. Please contact your supervisor regarding the hours of your particular position.

Lunch breaks may be staggered to ensure proper departmental coverage.

Because the facility has limited hours of operation it is expected that employees limit and minimize the amount of time they are away from the facility to handle personal business. Should you be unable to attend to personal business outside of working hours and it is imperative that you are away from the facility during normal operating hours you must notify your immediate supervisor to ensure proper coverage of your department/class.

ABSENTEEISM AND TARDINESS

The Company is able to secure work based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent and cannot perform your duties on time, or if you produce substandard work, then we all pay the price by losing the confidence of the customer.

The work schedule is constructed around the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the work day or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor within 1 hour of your scheduled start time by calling our main number. If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the Company also reserves the right to require you to submit to an examination by a physician designated by the Company at its discretion.

Unexcused or excessive absenteeism or tardiness is grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this will be considered a resignation of your position and you will be terminated for abandonment of your job.

EMERGENCY OFFICE CLOSING

It is the policy of the Company that offices be open during normal working hours in order to provide the service our clients require and expect from us. The Company has the sole discretion in determining if the office is to be closed in the event of inclement weather, power or other utility failure, fire, flood, earthquake, or some other emergency.

The Company realizes it's obligation to employee's physical well-being and strives to maintain a safe place for employees to work. The occasional emergency situation which may arise needs to be handled efficiently and calmly. Your supervisor will advise of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day. If the office is closed for a full day or more, the employees will not be paid, but they will have the option to use any accrued but unused paid time off.

TIME SHEETS

Each department manager is responsible for keeping a summary time sheet on all personnel under his supervision. The time sheet is used for payroll records which must be maintained accurately at all times. Each employee will be expected to keep a time sheet which should coincide with the department manager's sheet. Each employee must sign his time sheet. Any discrepancies between the two documents should be resolved by the department manager before transmittal to the Payroll Specialist for payment.

If you cannot be at work due to sickness, jury duty, or other excusable circumstance, or if you will be late in arriving at your appointed place, please call (713) 694-6027, or notify your supervisor in advance. Notification must be given to a supervisor directly, simply leaving a message with the receptionist or a voice message is not acceptable. In the event of a disabling sickness or accident while performing your duties, notify your supervisor immediately. Your supervisor will see that your time out is noted on your time sheet.

Instructors are required to make contact with management at least one hour prior to schedule class starting time. Employees in non-instructional positions must notify management no later than 7:30 a.m. of tardiness or absence.

OVERTIME FOR NON-EXEMPT EMPLOYEES

It should be recognized that overtime and additional work other than that which is regularly scheduled may be required.

Overtime will be paid to eligible, non-exempt employees in accordance with applicable state law. The pay for regular overtime will be at the federal or state prescribed wage rate, whichever is higher.

All overtime must be authorized prior to its occurrence by your immediate supervisor. All overtime will be clearly noted on your time sheet and should be initialed on a daily basis by your immediate supervisor.

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PAY DAY

All employees will be paid on the fifth (5th) and the twentieth (20th) days of the month. For paydays falling on a Saturday or holiday, you will be paid the prior business day. For paydays falling on a Sunday, you will be paid the following business day. If you are absent on pay day and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval of an officer of the Company.

Paid time off ("PTO") will be paid on the regular pay cycle. If you resign, final settlement of services or wages will be made no earlier than the next regular pay cycle, or in accordance with state law, whichever is sooner.

If you are terminated, you will be issued a check on the next regular pay day, or in accordance with applicable state law, whichever is earlier.

WAGES AND SALARIES

Wage rates and salaries vary according to your qualifications and previous work experiences, and a successful, stable work record. Rates for one particular job or classification cannot be compared as being relative to any other.

Any wage increase or adjustment in pay will be awarded on an individual basis dependent upon your performance and your overall contribution to the Company's profitability.

JOB PERFORMANCE EVALUATION

You will be evaluated with respect to the job that you are performing for the Company. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

A written performance evaluation of each employee will be performed on an annual basis. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or need for improvement will be noted and discussed with you thoroughly.

ADVANCEMENT AND PROMOTION

The Company's goal is to promote employees from within the current workforce whenever possible. Once a vacancy is established, you may be promoted provided you are qualified for such advancement.

In making advancement to a new position, the demonstrated ability and overall qualifications of the applicant will be considered. The final decision on applicants will be based upon the overall qualification of the applicant and the recommendation of the applicant's department manager.

In certain situations, an opening will occur that requires specialized skills and/or talents which do not currently exist within the Company. In such cases, the Company will utilize someone from outside the present work force.

OPERATIONS POLICIES

APPEARANCE

The Company requires all staff to present a professional image to the public and students. Accordingly, each employee is required to wear appropriate business attire while at the facility or conducting Company business.

This policy provides general dress and grooming guidelines for employees. Questions or concerns should be addressed with the Director.

Men's Attire. Acceptable attire includes, business suits, dress pants, slacks, collared shirts and dress shoes. Ties are required, unless wearing a tie presents a safety hazard.

Clothing should be clean and neat in appearance. Good personal grooming is essential; hair should be clean and neat.

Women's Attire. Acceptable attire includes: business suits; pantsuits; coordinated skirts or slacks, blouses and blazers; and dress shoes.

Clothing should be clean and neat in appearance. Good personal grooming is essential; hair should be clean and neat.

Unacceptable Attire. The following attire is unacceptable: jeans, causal khakis or pants, tee shirts, jogging suits, sportswear, shorts, very short dresses or skirts or dresses, jumpsuits, sheer clothing, garments that are unnecessarily revealing, slippers, sandals, tennis shoes, causal loafer and work boots.

Casual Day. On Fridays, employees may wear black jeans and other causal attire. The causal attire must be neat, clean, in good taste and projects a favorable image for the Company. Specific attire that is unacceptable for causal day include tee shirts with offensive slogans or pictures, torn clothing, tennis shoes, loose footwear such as flip-flops, bare feet and excessively revealing attire such as short shorts, halter tops, or see-through clothing.

Business reason might require employees to wear formal business attire on casual day. Employee should consider their level of customer and public contact and types of meetings they are scheduled to attend in determining what type of attire is appropriate.

Employees needing additional information about what attire is appropriate for causal Fridays should bring their questions to their supervisor or the Director.

Enforcement If an employee dresses inappropriately, he or she is counseled by a supervisor or manager. Dress code violations that are exceptionally unprofessional or unsafe can result in the employee being sent home without pay. Repeated violations of the

dress and grooming policy can result in disciplinary action up to and including termination of employment.

PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During business hours, you are requested to keep personal calls to an absolute minimum. No long distance or toll calls such as directory assistance, other than Company business calls, are to be made from company telephones.

If you need to leave your work station to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow him to make modifications to the work schedule if necessary and will keep him aware of your activities during the day.

USE OF COMMUNICATION SYSTEMS

It is the intent of the Company to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include but are not limited to the Telephone, Electronic Mail (E-Mail), Facsimile, Internet, Corporate Intranet, Voice Mail, Computer Terminals, Modems and Systems Software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems.

The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communications practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees.

The Company's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions; transmission of sexually explicit images, messages, cartoons, or other such items; or messages that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, or religion or status as a Vietnam-era veteran are also prohibited on the Company's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the Company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Internet Relay Chat channels may be used to conduct official Company business, or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-company business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior management approval.

Copyright Issues

Copyrighted materials belonging to entities other than this company may not be transmitted by staff members on the Internet. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination, or legal action by the copyright owner.

Security

All messages created, sent or retrieved over the Internet are the property of the Company, and should be considered public information. The Company reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third-parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your supervisor.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, physical attributes, or sexual preference will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

CUSTOMER RELATIONS

The Company strives to consistently provide customers with a product and service that is of exceptional quality and value.

In order to realize our commitment to excellent customer service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with customers by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. Never argue with a customer. If you are unable to resolve the complaint to the customer's satisfaction, review the situation with your supervisor.
- Communicate with customers in a professional manner whether in person, over the phone, or via E-mail.

Always remember that you are the Company to our customers and our reputation and the customer's perception of the company is attributed to each employee.

GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgement or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$25, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

Employees are not to give, offer, or promise directly or indirectly anything of value to any representative of a customer, a potential customer, a vendor or potential vendor, financial institution or potential financial institution with whom the Company has or may have a business relationship.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions during work hours or in work areas at any time is prohibited unless it is approved by the on-site supervisor as a Company-sponsored event. The following guidelines will apply throughout the Company:

- Employees will not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas.
- The Company's facilities may not be used as a meeting place which involves solicitation and/or distribution of literature.
- In order to maintain good customer relations and preserve the professional work environment, employees may not wear any insignia, badge, or button on their person, nor display any insignia, badge, or button on their desk or in their work area, excluding professional designation awards.
- Certain types of information may be posted on the Company's bulletin board. Human Resources will approve and post all information that is displayed on the Company's bulletin board or make available for review or distribution to employees.
- Trespassing, soliciting or distributing literature by anyone outside the Company is prohibited on Company premises.

COMPANY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections of employees and their desks, personal effects, lockers, lunch boxes, purses, baggage, and any other property located on Company premises or work sites, their private vehicles, if parked on Company premises or work sites, and their quarters, if furnished by the Company. Entry on Company premises or work sites constitutes consent to searches or inspections.

FIREARMS

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers of clients, visitors, and others with whom we do business. The Company expressly forbids the possession of firearms on company property. The Company has a "zero tolerance" guideline for possession of any type of weapon, firearm, explosive, or ammunition. Company property includes, but is not limited to, all company facilities, vehicles, and equipment, whether leased or owned by the Company or its client. In addition, firearms in employee-owned vehicles parked on company property are strictly forbidden.

The possession of firearms on company property may be cause for discipline including immediate termination of employment. In enforcing this guideline, the Company reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on company premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

Employees within the company share the responsibility of identifying violators of this guideline. An employee who witnesses or suspects another individual of violating this guideline should immediately report this information to their on-site supervisor.

SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in the Galaviz Charter School offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the Galaviz Charter School premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because Galaviz Charter School may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please contact the Human Resource Department if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Company's complaint resolution procedure, which is described elsewhere in this section of the handbook.

TRAVEL

The Company reimburses employees for the expenses of travel, including the cost of transportation, meals, lodging, and compensation when appropriate, provided such travel is approved and performed in the course of conducting Company business.

Activities which normally justify the reimbursement of travel expenses include calling on customers, prospects, and suppliers and the attendance at business meetings, conventions, and seminars or other selected educational functions related to the employee's job.

Common carrier transportation will be utilized for trips, provided suitable scheduling is available. Employees are expected to exercise prudence in their selection of local transportation to their destination. When practical, employees are expected to use a Company car or personal car for short distance travel.

All employees normally are expected to travel coach or economy class and to stay and eat in moderately priced establishments while traveling on Company business.

Non-exempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a non-exempt employee who will be away from home overnight is work time only during those periods the employee is engaged in Company business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

LEAVE OF ABSENCE POLICIES

FAMILY AND MEDICAL LEAVE

Administaff grants family and medical leaves of absence to "eligible employees" for the following:

1. the birth of an employee's child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee's spouse, child, or parent ("family member") who has a serious health condition; or
4. the employee's serious health condition which prevents the employee from performing any one essential function of the employee's position.

A serious health condition is an illness, injury, impairment, or, physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

Eligible Employee

An active full-time or part-time employee is eligible for family and medical leave under The Family and Medical Leave Act of 1993 ("the Act") provided that on the date the employee requests leave:

1. He has been employed by Administaff or the Galaviz Charter School for at least 12 months; and
2. He has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Length of Leave

An eligible employee is entitled to a total of 12-work weeks of unpaid leave within a 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken as an uninterrupted, continuous leave of absence and must be taken within 12 months of the birth or placement of the child. If both a husband and wife are employed by Administaff, and are eligible for leave, except for leave due to the employee's serious health condition, the two may take a combined total of 12-weeks. Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or a family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

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Substitution of Paid Leave

An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave, paid time off and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

Employee Notification Requirements

If an employee expects to take family and medical leave, the employee must notify the Administaff Benefits Department of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification.

If the need for leave is not foreseeable, the employee must provide notification of leave to the Administaff Benefits Department as soon as is practicable under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

Medical Certification

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the Administaff Benefits Department written medical certification of the need for such leave from the applicable health care provider. Failure to provide the certification in a timely manner may result in a delay of leave. Administaff may request a second or third medical opinion at Administaff's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by Administaff and the employee, shall be final and binding on Administaff and the employee. In addition, while the employee is on leave, Administaff may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and Administaff may inquire as to the employee's intentions to return to work.

An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking family and medical leave will be maintained during the 12-week leave, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making his periodic payment of the required contribution to Administaff at the following address.

Administaff Companies, Inc.
19001 Crescent Springs Drive
Kingwood, Texas 77339-3802
Attn: Health Care Claims Specialist

Upon completion of the 12-week leave, or if an employee fails to maintain his contribution for benefits, or fails to return to work at the end of leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse Administaff for any employee contributions paid by Administaff or the Galaviz Charter School while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's premiums or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, Administaff Employee 401(k) Savings Plan loans). Contact your Administaff Payroll Specialist for details regarding employee premiums and/or loan payments.

The period of time an employee is on family and medical leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off ("PTO").

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with Administaff and Galaviz Charter School is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he/she was not on leave.

Certain "key employees" as defined under The Family and Medical Leave Act of 1993 may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the assigned company. Administaff will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable.

Workers' Compensation and Family and Medical Leave

With some exceptions, an absence related to a workers' compensation injury is not counted against an employee's family and medical leave entitlement. If an employee who was injured on the job and as a result who suffered a "serious health condition" declines the offer of a medically-approved "light duty" position, the employee should notify Administristaff's Human Resource Department that he chooses to exercise his family and medical leave rights, if he is so eligible. If the employee accepts the "light duty" position in lieu of any family and medical leave or returns to work within 12 weeks after the date of the injury, the employee will retain his right to be restored to the same or an equivalent position until 12 weeks have passed unless a decision or event not related to the employee's leave of absence occurs which results in the termination of the employee or the elimination of the job position.

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, contact the Administristaff Benefits Department.

Administristaff and Galaviz Charter School will comply with all applicable federal, state and local laws in administering this policy.

MILITARY LEAVE OF ABSENCE

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the on-site supervisor as soon as possible. The employee will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If the employee is a reservist or a member of the National Guard, the employee is granted time off without pay for required military training. However, the employee may use any earned but unused vacation available. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

PERSONAL NON-FMLA LEAVE OF ABSENCE

Regular, full-time employees with six (6) months uninterrupted service may be granted a leave of absence to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interests of the employee and the Company. A personal non-FMLA leave of absence may not exceed 30 calendar days.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supervisor thirty days prior to commencement of the leave period, or as soon as is practicable. The supervisor will forward the request to appropriate management recommending approval or denial. The final decision concerning the request will be made by the Manager. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.

Employees on personal leave will be required to use all accrued personal time off ("PTO") while on leave before going unpaid. The Company will continue health insurance and other benefits to employees on personal leave for no longer than 12 weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as PTO and holidays, do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be a conflict of interest.

An employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

BEREAVEMENT LEAVE

If you are a full-time regular or part-time regular employee and a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines. You will be granted up to two days off from work with pay in the event of the death of your spouse, child, parents, siblings or comparable step relations; up to one day in the event of the death of your grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or other family member. Request for bereavement leave should be made to your immediate supervisor.

JURY DUTY AND WITNESS LEAVE

If you are a full-time regular employee who is summoned to jury duty, the Company continues your salary during your active period of jury duty for up to a maximum of five working days per calendar year. You are also permitted to retain the allowance you receive from the court for such service.

If you are not a full-time regular employee, you are given time off without pay while serving jury duty. All employees are allowed unpaid time off if summoned to appear in court as a witness. To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed.

CONTINUATION OF BENEFITS

It is the policy of Administaff to provide the following health care benefits to employees who are away from work.

All active full-time employees covered by the Administaff Benefit Plan will be eligible to continue medical coverage for 12 weeks following the beginning of a leave for:

- an authorized, paid or unpaid leave of absence; or
- a temporary lay-off due to lack of work.

An employee who is away from work for one of the above stated reasons must pay his share of employee coverage, including dependent coverage, if any, to maintain health care coverage during the time away from work. Upon the expiration of 12 weeks, or if an employee fails to pay his employee contribution for benefits within 30 days from the established due date communicated to the employee and no applicable state or federal law provides otherwise, the employee's health care coverage, including dependent coverage, will be terminated. Continuation of health care coverage will be offered through COBRA.

WORKERS' COMPENSATION INSURANCE

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance provided by Administaff or based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If employees are injured or become ill on the job, the employee must immediately report such injury or illness to the on-site supervisor. This ensures the Company can help obtain appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may delay benefits in connection with the injury or illness. Questions regarding workers' compensation insurance should be directed to the on-site supervisor or the Administaff Workers' Compensation Department at 1-800-242-8893, ext. 3244.

EMPLOYEE BENEFITS AND SERVICES

PAID TIME OFF ("PTO")

With approval from your supervisor, you may take paid time off following the completion of 3 months of employment.

This table shows you how PTO accrues:

Completed Year(s) of Employment	Days Accrued Each Full Month Employed	Days Accrued During The Year	Maximum Allowable Accrual
1	0.92	11	11
2+	1.33	16	16

PTO begins to accrue the first full month of employment, however it cannot be used until 90 days of employment have been completed.

You may not carry over PTO from year to year. Therefore, PTO must be taken annually to assure that you receive the full benefit of this plan. If you leave the Company, you will be paid for unused PTO computed at the rate of pay earned upon separation, provided you give two (2) weeks written notice and are not being terminated for misconduct.

So that we may schedule work and plan for business requirements, employees should give as much notice as possible in scheduling PTO. If there are conflicting dates, preference will be given to the employee who has the most seniority. However, a more junior employee who already has an approved PTO date will not be bumped by a more senior employee.

At least five days of accumulated PTO should be taken in a block of time. Employees who have earned more than two weeks PTO are requested to split their time, so that no more than two weeks are used at any one time.

If your PTO should be canceled due to the needs of the client company and you are unable to reschedule the PTO within the year, the Company reserves the option to pay you in lieu of taking those PTO days that are canceled or to allow rescheduling of that PTO at its option.

Your check for PTO days will be paid on the regular pay cycle. PTO days are not used in calculating overtime hours.

HOLIDAYS

Regular full-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, you must work the regularly scheduled workday before and after the holiday, unless an exception is approved in writing by the on-site supervisor. A paid holiday does not count as a day worked in calculating overtime for the week.

Nine (9) holidays are observed by the Galaviz Charter School each year:

- New Year's Day - January 1st
- Good Friday – Friday before Easter
- Memorial Day - Fourth Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- Friday Following Thanksgiving Day
- Christmas Eve - December 24th
- Christmas Day - December 25th

ACKNOWLEDGMENT TO THE HANDBOOK

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **February 1, 2001**, and understand that violations of the policies contained in the Handbook, including the anti-harassment policy, could result in disciplinary action, up to and including termination.

I further understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedures, or employee benefit programs at any time.

I further understand that the contents of the Handbook do not form a written employment contract. Either the Company or I have the right to terminate my employment at any time.

I further understand that no manager, supervisor or representative of the Company, other than the President or Vice-President, has any authority to enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be enforceable unless it is in writing and signed by both parties. I also understand that an agreement made by a President or Vice-President of Galaviz Charter School is not binding on Administaff unless it is agreed to in writing by a President or Vice-President of Administaff.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the on-site supervisor.

Employee Signature

Date

Name Printed

Social Security Number

Witness Signature

Please keep a copy of this acknowledgment for your records.

Attachment 16
Biographical Affidavits for School Administrators

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

- School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: JUAN B. GALAVIZ CHARTER SCHOOL

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

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

1. Full Name (Initials Not Acceptable): LUIS REY CANO

2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) _____
 c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] CORPUS CHRISTI, TEXAS

5. Business Address: 5206 AIRLINE DR., HOUSTON, TX. 77022
 Business Telephone: 713) 694-6027

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>8-15-99/PRES</u>	<u>30810 WALNUT CREEK,</u>	<u>MAGNOLIA, TX.</u>	<u>77355</u>
<u>6-1-95 /8-15-99</u>	<u>5313 LISBY,</u>	<u>HOUSTON, TX.</u>	<u>77091</u>
<u>8-10-80/6-1-95</u>	<u>5058 FALLON OAKS,</u>	<u>HOUSTON, TX.</u>	<u>77092</u>

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY OF NORTH TEXAS, DENTON, TX. B.S.
EDUCATION & ENGLISH, JUNE 1970
Graduate Studies TEXAS SOUTHERN UNIVERSITY, HOUSTON, TX.
GUIDANCE & COUNSELING, 1973
Others UNIVERSITY OF HOUSTON, HOUSTON, TX. Ed. D. 1981

8. List Membership in Professional Societies and Associations: CAREER COLLEGES
ASSOCIATION, NATIONAL COUNCIL OF LA RAZA

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
<u>4-15-86 -</u>	<u>PRES. POLYTECHNIC INSTITUTE</u>	<u>5206 AIRLINE DR.</u>	<u>PRESIDENT</u>
<u>1-8-81 - 4-15-86</u>	<u>TECHNICAL RESOURCES</u>	<u>5058 FALLEN OAKS,</u>	<u>OWNER</u>
<u>1-8-81 - 4-10-83</u>	<u>UNIVERSITY OF HOUSTON,</u>	<u>4401 CALHOUN,</u>	<u>ASST. PROF.</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? YES
If any claims were made on the bond, give details: N/A

b) Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled 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): TEXAS TEACHING CERTIFICATE
1970, T E A

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? _____
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: _____

Dated and signed this _____ day of _____,
20_____, at _____.

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

[Signature]
(Signature of Affiant)

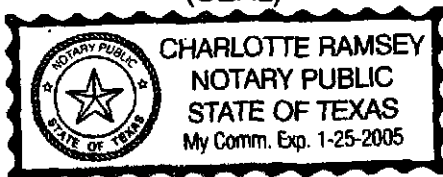
State of Texas
County of Tarrant

Personally appeared before me the above named Luis Rey Cano 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 6th day of
February, 2001.

(SEAL) (Notary Public)

My commission expires 1-25-2005



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**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

- School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: Galaviz Academy for Juan B. Galaviz Charter School

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

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

1. Full Name (Initials Not Acceptable): Marjorie Jean Costanzo
2. Have you ever had your name changed? Yes If yes, give reason for the change:
When I married
b. Maiden Name (if female) Marjorie Jean Chambers
c. Other names used at any time. No
3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] Niagara Falls, New York
5. Business Address: 5206 Airline Drive Houston, TX 77022
Business Telephone: 713-694-6027
6. List your residence 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>1985-Present</u>	<u>17521 Northhagen</u>	<u>Houston, TX</u>	<u>77084</u>
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7. Education: Dates, Names, Locations and Degrees

College: 1974-1976 University of Buffalo 1982-1988 Texas Southern University

Graduate Studies: BS Secondary Social Studies Master's Education

1990-1992 University of Houston Specified Generic Special Education

Others: None

8. List Membership in Professional Societies and Associations: None

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
<u>1979-1999</u>	<u>Houston ISD Key Middle School</u>	<u>Eng./Reading</u>	<u>Teacher</u>
	<u>Harris County Juvenile Probation</u>	<u>3540 West Dallas</u>	<u>Special Ed. Supervisor & Site Manager</u>
<u>1999-Present</u>	<u>Polytechnic Institute</u>	<u>5206 Airline Dr.</u>	<u>Director</u>

11. Present Employer maybe contacted: YES NO (Circle One)

Former Employer maybe contacted: YES NO (Circle One)

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

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

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): Texas Life Certificate for Teaching in Texas

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: N/A

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: I will be one of the paid administrators.

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 mortal turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If yes give details: N/A

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent 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: N/A

Dated and signed this 11 day of Febr
2001, at _____

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.

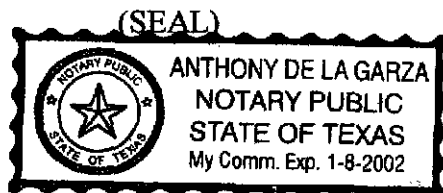
Maria Costanzo
(Signature of Affiant)

State of Texas
County of Harris

Personally appeared before me the above named
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 are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 11 day of February, 2001.

(Notary Public) Anthony De La Garza
My commission expires 2002



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation is not effective until a replacement is duly appointed by the board and a board member may be personally liable for any actions taken by the board.

- School administrator

Full Name of Sponsoring Entity and Name of Proposed Charter School: Galaviz Academy for Juan B. Galaviz Charter School

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

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

1. Full Name (Initials Not Acceptable): Sylvia Preston Sylva
2. Have you ever had your name changed? Yes If yes, give reason for the change:
When I married
b. Maiden Name (if female) Sylvia Yvonne Preston
c. Other names used at any time. No
3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] - Galveston County
5. Business Address: 5206 Airline Drive Houston, TX 77022

Business Telephone: 713-694-6027

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

DATES ADDRESS CITY AND STATE ZIP CODE

4/90-8/96 5801 N. Houston Rosslyn Houston, TX 77091

7. Education: Dates, Names, Locations and Degrees

College: Houston-Tillotson College (1974-1978), B.A.

1521 Reagan Hill Drive, Austin, TX 78752

Graduate Studies: N/A

Others: None

8. List Membership in Professional Societies and Associations: Delta Sigma Theta,
Inc., Graduate Chapter, Houston, TX

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>TITLE</u>
<u>1/80-10-90</u>	<u>Delta Junior College,</u>	<u>Baton Rouge, LA,</u>	<u>Academic Dean</u>
<u>4/91-Current</u>	<u>Polytechnic Institute,</u>	<u>Houston, TX,</u>	<u>Assistant Director of Education</u>

11. Present Employer maybe contacted: YES NO (Circle One)

Former Employer maybe contacted: YES NO (Circle One)

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

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

If yes, give details: N/A

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): Texas Life Certificate for Teaching in Texas

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: N/A

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: I will be one of the paid administrators.

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 mortal turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If yes give details: N/A

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent 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: N/A

Dated and signed this 12 day of February
2001, at _____

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.

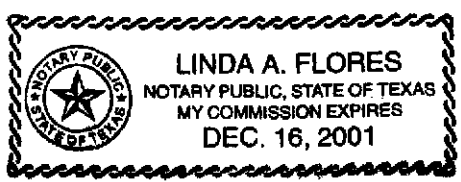
Sylvia G. Sylva
(Signature of Affiant)

State of Texas
County of Harris

Personally appeared before me the above named Sylvia G. Sylva
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 are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of February, 2001.
(Notary Public) Linda A. Flores
My commission expires 12/16/01

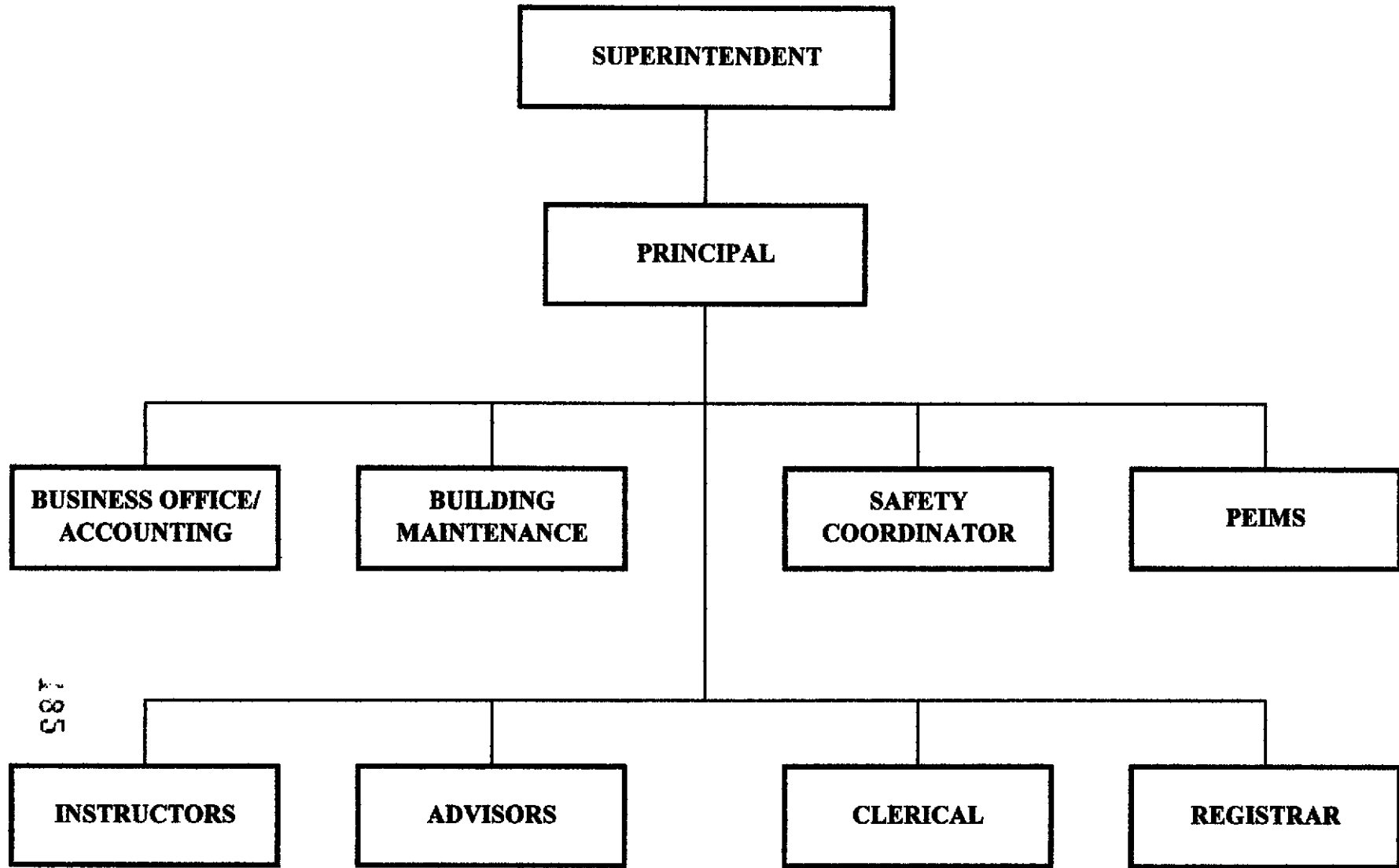
(SEAL)



**Attachment 17
Organizational Chart**

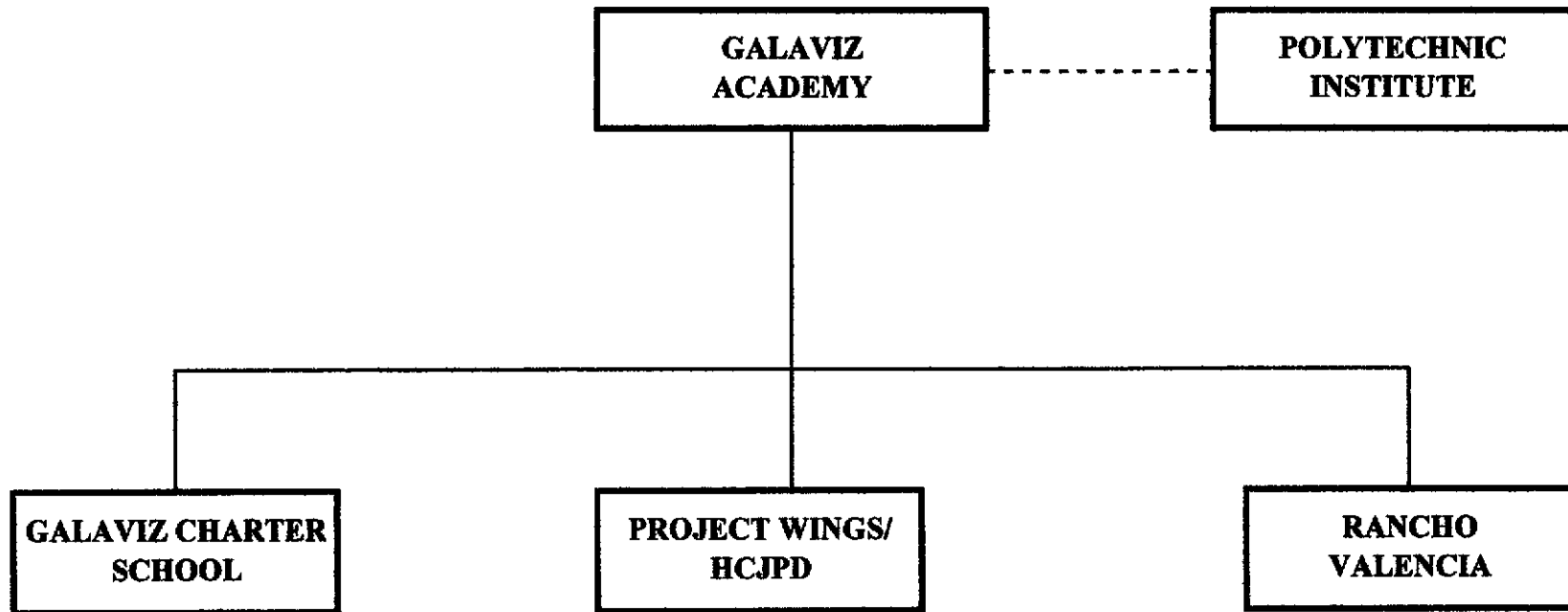
ORGANIZATIONAL CHART

GALAVIZ CHARTER SCHOOL



ORGANIZATIONAL CHART

GALAVIZ ACADEMY



Attachment 18
Supporting Letters of Credit and Sources of Private Funds



To: Texas Education Agency
Charter School Division
1701 N. Congress
Austin, Texas 78701-1494

From: Lisa Cabral
Officer
Chase Bank

Ref: Banking Credit of Galaviz Academy

To Whom It May Concern:

Galvanize Academy has had their business account with Chase Bank since September 18, 1998. Based on our records, Galaviz Academy has excellent banking credit. They are eligible to apply for operational loans from our bank. I have worked with Dr. Luis Cano, chief operating officer, for several years.

If you have any questions, please feel free to call me at 281-591-5915.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Cabral".

Lisa Cabal-Small Business Relationship Manager
Bank Officer

THIS REPLY IS FURNISHED IN RESPONSE TO YOUR REQUEST FOR INFORMATION FOR YOUR USE IN A CONSUMER/ BUSINESS TRANSACTION. SINCE THIS BANK DOES NOT CONSIDER ITSELF A CONSUMER REPORTING AGENCY, WE ARE FURNISHING ONLY OUR OWN LEDGER EXPERIENCE, WHICH IS CONTAINED HEREIN.

COPYRIGHT MATERIAL

2 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

AT-A-GLANCE WORKSHOP SCHEDULE
LEADERSHIP & GOVERNANCE INSTITUTE
MARCH 8-11, 2001
WASHINGTON, DC

	Thursday, March 8	Friday, March 9	Saturday, March 10
MORNING SESSIONS			
	9:00 a.m. - 12:00 p.m. Breakfast & Opening Plenary	8:30 - 12:30 a.m. Community Field Trips	8:30 a.m. - 12:00 p.m. Workshops
Early Childhood & Head Start Programs		A. Calvary Bilingual Multicultural Learning Center	9. Head Start Program Planning & Budgeting
		B. Spanish Education Development (SED) Center Child Development Program	10. Retaining Quality Staff in a Competitive Market
Charter and Alternative Schools		C. Oyster Bilingual Elementary School	11. Designing an On-site Professional Development Model
		D. Carlos Rosario International Charter School	12. Finding, Developing and Financing a School Facility (Core Issues III)
AFTERNOON SESSIONS			
	1:30 - 4:30 p.m. Workshops	2:00 - 5:00 p.m. Workshop	1:30 - 4:30 p.m. Workshops
Early Childhood & Head Start Programs	1. Demystifying Head Start Governance	5. Supporting Language Development in Pre-school Children	13. Evaluating a Head Start Program: A Guide for Parents
	2. Creating Family and Community Partnerships	6. Fostering Leadership in Staff	14. Making Program Assessment Tools Work for You
Charter and Alternative Schools	3. Revisiting your School's Values, Vision and Mission	7. The Multi-faceted Dimensions of Educational Leadership	15. New Tools for Measuring Your School's Success
	4. "So you think you want to start a charter school" (Core Issues I)	8. Legal, Governance, and Structural Do's and Don'ts of Starting an Affiliated Charter (Core Issues II)	16. Everything you Need to Know About Charter School Budgeting (Core Issues IV)

Other components of the Institute:

Arrival: March 7

Registration: March 8 from 8:00 - 9:00 a.m.

Opening Plenary & Breakfast: March 8 from 9:00 am - 12:00 pm

Closing Plenary: March 11 from 9:00 - 11:00 am

**Attachment 19
Start-Up Budget**

CHARTER SCHOOL BUDGET CATEGORIES

START-UP BUDGET

	Function Object Code Code	Unrestricted Net Assets	Temporarily	
			Restricted Net Assets	Total
Estimated Revenues:				
Local Sources		\$ -	\$ -	\$ -
State Sources		\$ -	\$ -	\$ -
Federal Sources		\$ -	\$ -	\$ -
Other Sources (NCLR)		\$ 50,000.00	\$ 45,000.00	\$ 95,000.00
Total Estimated Revenues**		\$ 50,000.00	\$ 45,000.00	\$ 95,000.00

Estimated Expenses:				
Payroll Costs	6100	\$ 15,000.00	\$ 40,000.00	\$ 55,000.00
Professional and Contracted Svc	6200	\$ 5,000.00	\$ -	\$ 5,000.00
Supplies and Materials	6300	\$ 28,000.00	\$ 5,000.00	\$ 33,000.00
Other Operating Costs	6400	\$ -	\$ -	\$ -
Debt Expense	6500	\$ -	\$ -	\$ -
Total Estimated Expenses		\$ 48,000.00	\$ 45,000.00	\$ 93,000.00

****No grants or promises of funding have been made by the Walton Foundation**

CHARTER SCHOOL BUDGET CATEGORIES

START-UP BUDGET

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	\$ -	\$ 20,000.00	\$ 20,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ 5,000.00	\$ 5,000.00
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Instruction			\$ -	\$ 25,000.00	\$ 25,000.00
Instructional Resources and Media Services	12				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Instruction Resources and Media Services			\$ -	\$ -	\$ -
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	\$ -	\$ 5,000.00	\$ 5,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total			\$ -	\$ 5,000.00	\$ 5,000.00
Instructional Leadership:	21				
Payroll Costs		6100	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ 10,000.00	\$ -	\$ 10,000.00
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total			\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
School Leadership:	23				
Payroll Costs		6100	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ 10,000.00	\$ -	\$ 10,000.00
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total School Leadership			\$ 15,000.00	\$ 5,000.00	\$ 20,000.00

CHARTER SCHOOL BUDGET CATEGORIES

START-UP BUDGET

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100	\$ -	\$ 5,000.00	\$ 5,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ 2,000.00	\$ -	\$ 2,000.00
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total:			\$ 2,000.00	\$ 5,000.00	\$ 7,000.00
Guidance, Counseling and Evaluation Services					
Social Work Services:	32				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Social Work Services			\$ -	\$ -	\$ -
Health Services:	33				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Health Services:			\$ -	\$ -	\$ -
Student Transportation:	34				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Student Transportation:			\$ -	\$ -	\$ -
Food Services:	35				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Food Services			\$ -	\$ -	\$ -

CHARTER SCHOOL BUDGET CATEGORIES

START-UP BUDGET

	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -
Cocurricular/Extracurricular Activities:					
General Administration:	41				
Payroll Costs		6100	\$ 5,000.00	\$ -	\$ 5,000.00
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total General Administration:			\$ 5,000.00	\$ -	\$ 5,000.00
Plant Maintenance and Operations:	51				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ 5,000.00	\$ -	\$ 5,000.00
Supplies and Materials		6300	\$ 6,000.00	\$ -	\$ 6,000.00
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total:			\$ 11,000.00	\$ -	\$ 11,000.00
Plant Maintenance and Operations:					
Security and Monitoring Services:	52				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -
Security and Monitoring Services					
Data Processing Services:	53				
Payroll Costs		6100	\$ -	\$ -	\$ -
Professional and Contracted Svc		6200	\$ -	\$ -	\$ -
Supplies and Materials		6300	\$ -	\$ -	\$ -
Other Operating Costs		6400	\$ -	\$ -	\$ -
Debt Expense		6500	\$ -	\$ -	\$ -
Total Data Processing Svcs.:			\$ -	\$ -	\$ -

**Attachment 20
Three-Year Budget**

First Year Budget for Galaviz Charter School

Categories	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets @ Beginning of Year		\$0	\$0	\$0
Estimated Revenues				
Local Sources		\$0	\$40,000	\$40,000
State Sources		\$0	\$1,095,000	\$1,095,000
Federal Sources		\$0	\$0	\$0
Other Sources		\$100,000	\$88,763	\$188,763
Total Estimated Revenues		\$579,758	\$744,005	\$1,323,763
Estimated Expenses				
Payroll Costs	6100	\$187,718	\$560,225	\$747,943
Professional & Contracted Services	6200	\$50,000	\$135,000	\$185,000
Supplies & Materials	6300	\$44,000	\$12,180	\$56,180
Other Operating Costs	6400	\$263,040	\$36,600	\$299,640
Debt Expense	6500	\$0	\$0	\$0
Total Estimated Expenses		\$544,758	\$744,005	\$1,288,763
Gains	7950	\$0	\$0	\$0
Losses	8950	\$0	\$0	\$0
Change in Net Assets				
Net Assets @ End of Year		\$35,000	\$0	\$35,000

First Year Budget for Galaviz Charter School

Categories	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets @ Beginning of Year		\$0	\$0	\$0
Estimated Revenues				
Local Sources		\$0	\$40,000	\$40,000
State Sources		\$0	\$1,095,000	\$1,095,000
Federal Sources		\$0	\$0	\$0
Other Sources		\$100,000	\$88,763	\$188,763
Total Estimated Revenues		\$579,758	\$744,005	\$1,323,763
Estimated Expenses				
Payroll Costs	6100	\$187,718	\$560,225	\$747,943
Professional & Contracted Services	6200	\$50,000	\$135,000	\$185,000
Supplies & Materials	6300	\$44,000	\$12,180	\$56,180
Other Operating Costs	6400	\$263,040	\$36,600	\$299,640
Debt Expense	6500	\$0	\$0	\$0
Total Estimated Expenses		\$544,758	\$744,005	\$1,288,763
Gains				
	7950	\$0	\$0	\$0
	8950	\$0	\$0	\$0
Losses				
Change in Net Assets				
Net Assets @ End of Year		\$35,000	\$0	\$35,000

First Year Budget for Galaviz Charter School

Categories	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	\$0	\$354,191	\$354,191
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$18,500	\$0	\$18,500
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instruction			\$18,500	\$354,191	\$372,691
Instructional Resources & Media Services	12				
Payroll Costs		6100		\$76,690	\$76,690
Professional & Contracted Services		6200		\$0	\$0
Supplies & Materials		6300		\$9,180	\$9,180
Other Operating Costs		6400		\$36,600	\$36,600
Debt Expense		6500		\$0	\$0
Total Instructional Resources & Media Services				\$122,470	\$122,470
Curriculum Development & Instructional Staff Development	13				
Payroll Costs		6100	\$0		\$0
Professional & Contracted Services		6200	\$4,500		\$4,500
Supplies & Materials		6300	\$0		\$0
Other Operating Costs		6400	\$0		\$0
Debt Expense		6500	\$0		\$0
Total Curriculum Development & Instructional Staff Development			\$4,500		\$4,500
Instructional Leadership	21				
Payroll Costs		6100	\$78,739	\$30,000	\$108,739
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instructional Leadership			\$78,739	\$30,000	\$108,739
School Leadership	23				
Payroll Costs		6100	\$30,000	\$38,678	\$68,678
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total School Leadership			\$30,000	\$38,678	\$68,678
Guidance, Counseling & Evaluation Services	31				
Payroll Costs		6100	\$0	\$32,050	\$32,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$3,000	\$3,000
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0

Total Guidance, Counseling & Evaluation Services			\$0	\$35,050	\$35,050
Social Work Services	32				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Social Work Services			\$0	\$0	\$0
Health Services	33				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$8,500	\$0	\$8,500
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Student Transportation			\$8,500	\$0	\$8,500
Food Services	35				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$135,000	\$135,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Food Services			\$0	\$135,000	\$135,000
Co-curricular/Extracurricular Activities	36				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$25,000	\$0	\$25,000
Supplies & Materials*		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Co-curricular/Extracurricular Activities			\$25,000	\$0	\$25,000
General Administration	41				
Payroll Costs		6100	\$78,979	\$0	\$78,979
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$25,500	\$0	\$25,500
Other Operating Costs		6400	\$27,840	\$0	\$27,840
Debt Expense		6500	\$0	\$0	\$0
Total General Administration			\$132,319	\$0	\$132,319
Plant Maintenance & Operations	51				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$12,000	\$0	\$12,000

Supplies & Materials	6300	\$0	\$0	\$0
Other Operating Costs	6400	\$235,200	\$0	\$235,200
Debt Expense	6500	\$0	\$0	\$0
Total Plant Maintenance & Operations		\$247,200	\$0	\$247,200
Security and Monitoring Services	52			
Payroll Costs	6100	\$0	\$28,616	\$28,616
Professional & Contracted Services	6200	\$0	\$0	\$0
Supplies & Materials	6300	\$0	\$0	\$0
Other Operating Costs*	6400	\$0	\$0	\$0
Debt Expense	6500	\$0	\$0	\$0
Total Security and Monitoring Services		\$0	\$28,616	\$28,616
Data Processing Services	53			
Payroll Costs**	6100	\$0	\$0	\$0
Professional & Contracted Services*	6200	\$0	\$0	\$0
Supplies & Materials	6300	\$0	\$0	\$0
Other Operating Costs	6400	\$0	\$0	\$0
Debt Expense	6500	\$0	\$0	\$0
Total Data Processing Services		\$0	\$0	\$0
Community Services	61			
Payroll Costs**	6100	\$0	\$0	\$0
Professional & Contracted Services	6200	\$0	\$0	\$0
Supplies & Materials	6300	\$0	\$0	\$0
Other Operating Costs	6400	\$0	\$0	\$0
Debt Expense	6500	\$0	\$0	\$0
Total Community Services		\$0	\$0	\$0
Fund Raising	81			
Payroll Costs**	6100	\$0	\$0	\$0
Professional & Contracted Services	6200	\$0	\$0	\$0
Supplies & Materials	6300	\$0	\$0	\$0
Other Operating Costs	6400	\$0	\$0	\$0
Debt Expense	6500	\$0	\$0	\$0
Total Fund Raising		\$0	\$0	\$0

* Denotes in-kind contributions to be provided

** Denotes administrative staff listed elsewhere will share duties

Second Year Budget for Galaviz Charter School

Categories	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets @ Beginning of Year		\$35,000	\$0	\$25,000
Estimated Revenues				
Local Sources		\$40,000	\$0	\$40,000
State Sources		\$0	\$1,165,250	\$1,165,250
Federal Sources		\$0	\$175,000	\$175,000
Other Sources		\$175,000	\$0	\$175,000
Total Estimated Revenues		\$215,000	\$1,340,250	\$1,555,250
Estimated Expenses				
Payroll Costs	6100	\$70,953	\$836,080	\$907,034
Professional & Contracted Services	6200	\$82,000	\$180,250	\$262,250
Supplies & Materials	6300	\$51,137	\$35,057	\$86,194
Other Operating Costs	6400	\$28,536	\$277,290	\$305,826
Debt Expense	6500	\$0	\$0	\$0
Total Estimated Expenses		\$232,626	\$1,328,677	\$1,561,304
Gains				
	7950	\$0	\$0	\$0
	8950	\$0	\$0	\$0
Losses				
Change in Net Assets		(\$17,626)	\$11,573	(\$6,054)
Net Assets @ End of Year		\$17,374	\$11,573	\$18,946

Second Year Budget for Galaviz Charter School

Categories	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	\$0	\$408,426	\$408,426
Professional & Contracted Services		6200	\$0	\$20,000	\$20,000
Supplies & Materials		6300	\$0	\$18,500	\$18,500
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instruction			\$0	\$446,926	\$446,926
Instructional Resources & Media Services	12				
Payroll Costs		6100	\$0	\$88,194	\$88,194
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$10,557	\$10,557
Other Operating Costs		6400	\$0	\$42,090	\$42,090
Debt Expense		6500	\$0	\$0	\$0
Total Instructional Resources & Media Services			\$0	\$140,841	\$140,841
Curriculum Development & Instructional Staff Development	13				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$5,000	\$5,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Curriculum Development & Instructional Staff Development			\$0	\$5,000	\$5,000
Instructional Leadership	21				
Payroll Costs		6100	\$0	\$125,050	\$125,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instructional Leadership			\$0	\$125,050	\$125,050
School Leadership	23				
Payroll Costs		6100	\$40,000	\$38,980	\$78,980
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total School Leadership			\$40,000	\$38,980	\$78,980
Guidance, Counseling & Evaluation Services	31				
Payroll Costs		6100	\$0	\$64,050	\$64,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$6,000	\$6,000
Other Operating Costs		6400	\$0	\$0	\$0

Debt Expense		6500	\$0	\$0	\$0
Total Guidance, Counseling & Evaluation Services			\$0	\$70,050	\$70,050
Social Work Services	32				
Payroll Costs		6100	\$0	\$32,050	\$32,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Social Work Services			\$0	\$32,050	\$32,050
Health Services	33				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$10,000	\$0	\$10,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Student Transportation			\$10,000	\$0	\$10,000
Food Services	35				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$155,250	\$155,250
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Food Services			\$0	\$155,250	\$155,250
Co-curricular/Extracurricular Activities	36				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$35,000	\$0	\$35,000
Supplies & Materials*		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Co-curricular/Extracurricular Activities			\$35,000	\$0	\$35,000
General Administration	41				
Payroll Costs		6100	\$30,953	\$50,000	\$80,953
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$26,137	\$0	\$26,137
Other Operating Costs		6400	\$28,536	\$0	\$28,536
Debt Expense		6500	\$0	\$0	\$0
Total General Administration			\$85,627	\$50,000	\$135,627
Plant Maintenance & Operations	51				205
Payroll Costs		6100	\$0	\$0	\$0

Professional & Contracted Services		6200	\$12,000	\$0	\$12,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$235,200	\$235,200
Debt Expense		6500	\$0	\$0	\$0
Total Plant Maintenance & Operations			\$12,000	\$0	\$247,200
Security and Monitoring Services	52				
Payroll Costs		6100	\$0	\$29,331	\$29,331
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Security and Monitoring Services			\$0	\$29,331	\$29,331
Data Processing Services	53				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$25,000	\$0	\$25,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Data Processing Services			\$25,000	\$0	\$25,000
Community Services	61				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Community Services			\$0	\$0	\$0
Fund Raising	81				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$25,000	\$0	\$25,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Fund Raising			\$25,000	\$0	\$25,000

* Denotes In-kind contributions to be provided

** Denotes administrative staff listed elsewhere will share duties

Third Year Budget for Galaviz Charter School

Categories	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Net Assets @ Beginning of Year		\$17,374	\$11,573	\$18,946
Estimated Revenues				
Local Sources		\$40,000	\$0	\$40,000
State Sources		\$0	\$1,275,500	\$1,275,500
Federal Sources		\$0	\$225,000	\$225,000
Other Sources		\$175,000	\$0	\$175,000
Total Estimated Revenues		\$215,000	\$1,500,500	\$1,715,500
Estimated Expenses				
Payroll Costs	6100	\$40,000	\$956,289	\$996,289
Professional & Contracted Services	6200	\$83,000	\$216,000	\$299,000
Supplies & Materials	6300	\$52,500	\$38,750	\$91,250
Other Operating Costs	6400	\$31,235	\$281,050	\$312,285
Debt Expense	6500	\$0	\$0	\$0
Total Estimated Expenses		\$206,735	\$1,492,089	\$1,698,824
Gains	7950	\$0	\$0	\$0
	8950	\$0	\$0	\$0
Losses				
Change in Net Assets		\$8,265	\$8,411	\$16,676
Net Assets @ End of Year		\$25,639	\$19,984	\$35,622

Third Year Budget for Galaviz Charter School

Categories	Function Code	Object Code	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	\$0	\$469,690	\$469,690
Professional & Contracted Services		6200	\$0	\$33,000	\$33,000
Supplies & Materials		6300	\$0	\$21,000	\$21,000
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instruction			\$0	\$523,690	\$523,690
Instructional Resources & Media Services	12				
Payroll Costs		6100	\$0	\$101,424	\$101,424
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$10,750	\$10,750
Other Operating Costs		6400	\$0	\$45,850	\$45,850
Debt Expense		6500	\$0	\$0	\$0
Total Instructional Resources & Media Services			\$0	\$158,024	\$158,024
Curriculum Development & Instructional Staff Development	13				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$7,500	\$7,500
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Curriculum Development & Instructional Staff Development			\$0	\$7,500	\$7,500
Instructional Leadership	21				
Payroll Costs		6100	\$0	\$125,050	\$125,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Instructional Leadership			\$0	\$125,050	\$125,050
School Leadership	23				
Payroll Costs		6100	\$40,000	\$38,980	\$78,980
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total School Leadership			\$40,000	\$38,980	\$78,980
Guidance, Counseling & Evaluation Services	31				208
Payroll Costs		6100	\$0	\$76,050	\$76,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$7,000	\$7,000
Other Operating Costs		6400	\$0	\$0	\$0

Debt Expense		6500	\$0	\$0	\$0
Total Guidance, Counseling & Evaluation Services			\$0	\$83,050	\$83,050
Social Work Services	32				
Payroll Costs		6100	\$0	\$32,050	\$32,050
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Social Work Services			\$0	\$0	\$32,050
Health Services	33				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Health Services			\$0	\$0	\$0
Student Transportation	34				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$11,000	\$0	\$11,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Student Transportation			\$11,000	\$0	\$11,000
Food Services	35				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$175,500	\$175,500
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Food Services			\$0	\$175,500	\$175,500
Co-curricular/Extracurricular Activities	36				
Payroll Costs		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$35,000	\$0	\$35,000
Supplies & Materials*		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Co-curricular/Extracurricular Activities			\$35,000	\$0	\$35,000
General Administration	41				
Payroll Costs		6100	\$0	\$82,980	\$82,980
Professional & Contracted Services*		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$27,500	\$0	\$27,500
Other Operating Costs		6400	\$31,235	\$0	\$31,235
Debt Expense		6500	\$0	\$0	\$0
Total General Administration			\$58,735	\$82,980	\$141,715
Plant Maintenance & Operations	51				
Payroll Costs		6100	\$0	\$0	\$0

Professional & Contracted Services		6200	\$12,000	\$0	\$12,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$235,200	\$235,200
Debt Expense		6500	\$0	\$0	\$0
Total Plant Maintenance & Operations			\$12,000	\$0	\$247,200
Security and Monitoring Services	52				
Payroll Costs		6100	\$0	\$30,065	\$30,065
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs*		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Security and Monitoring Services			\$0	\$30,065	\$30,065
Data Processing Services	53				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$25,000	\$0	\$25,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Data Processing Services			\$25,000	\$0	\$25,000
Community Services	61				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$0	\$0	\$0
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Community Services			\$0	\$0	\$0
Fund Raising	81				
Payroll Costs**		6100	\$0	\$0	\$0
Professional & Contracted Services		6200	\$25,000	\$0	\$25,000
Supplies & Materials		6300	\$0	\$0	\$0
Other Operating Costs		6400	\$0	\$0	\$0
Debt Expense		6500	\$0	\$0	\$0
Total Fund Raising			\$25,000	\$0	\$25,000

* Denotes In-kind contributions to be provided

** Denotes administrative staff listed elsewhere will share duties

**Attachment 21
Three-Year Cash-Flow Projections**

Galaviz Charter School
Year-1 Cash Flow Projection (2002 - 2003)

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Beginning Cash Balance	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenues													0
Local		2,222	4,444	4,444	4,444	2,222	4,444	4,444	4,444	4,444	4,444	0	40,000
Per Pupil Charter Payments (State)	0	60,833	121,667	121,667	121,667	60,833	121,667	121,667	121,667	121,667	121,667	0	1,095,000
Other	15,730	15,730	15,730	15,730	15,730	15,730	15,730	15,730	15,730	15,730	15,730	15,730	188,763
Total Receipts	15,730	78,786	141,841	141,841	141,841	78,786	141,841	141,841	141,841	141,841	141,841	15,730	1,323,763
Expenses													
Payroll Costs	62,329	62,329	62,329	62,329	62,329	62,329	62,329	62,329	62,329	62,329	62,329	62,329	747,943
Professional & Contracted Svcs.	5,500	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	1,000	185,000
Supplies & Materials	2,227	5,500	5,500	5,500	5,500	2,227	5,500	5,500	5,500	5,500	5,500	2,227	56,180
Other Operating Costs	25,247	25,247	25,247	25,247	25,247	25,247	25,247	25,247	25,247	25,247	25,247	21,920	299,640
Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Estimated Expenses	95,303	110,926	110,926	110,926	110,926	107,653	110,926	110,926	110,926	110,926	110,926	87,475	1,288,763
Ending Cash Balance	-79,572	-32,140	30,916	30,916	30,916	-28,867	30,916	30,916	30,916	30,916	30,916	-71,745	35,000

Notes:

Galaviz Charter School
Year-2 Cash Flow Projection (2003 - 2004)

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Beginning Cash Balance	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenues													0
Local		2,222	4,444	4,444	4,444	2,222	4,444	4,444	4,444	4,444	4,444	0	40,000
State	0	64,736	129,472	129,472	129,472	64,736	129,472	129,472	129,472	129,472	129,472	0	1,165,250
Federal	0	9,722	19,444	19,444	19,444	9,722	19,444	19,444	19,444	19,444	19,444	0	175,000
Other	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	175,000
Total Receipts	14,583	91,264	167,944	167,944	167,944	91,264	167,944	167,944	167,944	167,944	167,944	14,583	1,555,250
Expenses													
Payroll Costs	75,586	75,586	75,586	75,586	75,586	75,586	75,586	75,586	75,586	75,586	75,586	75,586	907,034
Professional & Contracted Svcs.	8,083	25,108	25,108	25,108	25,108	25,108	25,108	25,108	25,108	25,108	25,108	3,083	262,250
Supplies & Materials	3,097	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	3,097	86,194
Other Operating Costs	21,978	26,187	26,187	26,187	26,187	26,187	26,187	26,187	26,187	26,187	26,187	21,978	305,826
Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Estimated Expenses	108,744	134,881	134,881	134,881	134,881	134,881	134,881	134,881	134,881	134,881	134,881	103,744	1,561,304
Ending Cash Balance	-94,161	-43,618	33,063	33,063	33,063	-43,618	33,063	33,063	33,063	33,063	33,063	-89,161	-6,054

Notes:

Galaviz Charter School
Year-3 Cash Flow Projection (2004 - 2005)

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Beginning Cash Balance	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenues													0
Local		2,222	4,444	4,444	4,444	2,222	4,444	4,444	4,444	4,444	4,444	0	40,000
Per Pupil Charter Pmts (State)	0	70,861	141,722	141,722	141,722	70,861	141,722	141,722	141,722	141,722	141,722	0	1,275,500
Federal	0	12,500	25,000	25,000	25,000	12,500	25,000	25,000	25,000	25,000	25,000	0	225,000
Other	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	175,000
Total Receipts	14,583	100,167	185,750	185,750	185,750	100,167	185,750	185,750	185,750	185,750	185,750	14,583	1,715,500
Expenses													
Payroll Costs	83,024	83,024	83,024	83,024	83,024	83,024	83,024	83,024	83,024	83,024	83,024	83,024	996,289
Professional & Contracted Svcs.	10,583	28,533	28,533	28,533	28,533	28,533	28,533	28,533	28,533	28,533	28,533	3,083	299,000
Supplies & Materials	3,125	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	3,125	91,250
Other Operating Costs	26,371	26,371	26,371	26,371	26,371	26,371	26,371	26,371	26,371	26,371	26,371	22,203	312,285
Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Estimated Expenses	123,104	146,429	146,429	146,429	146,429	146,429	146,429	146,429	146,429	146,429	146,429	111,435	1,698,824
Ending Cash Balance	-108,520	-46,262	39,321	39,321	39,321	-46,262	39,321	39,321	39,321	39,321	39,321	-96,852	16,676

Notes:

Attachment 22
Business Procedures Handbook

Galaviz Charter School

Business Operations Policies & Procedures

1. Governing Law and Construction

Galaviz Charter School will be governed by the laws of the State of Texas. Nothing contained herein will be construed so as to require the commission of any act contrary to law.

Galaviz Charter School will be nonsectarian in its programs, admission policies, employment practices and all other operations.

2. Galaviz Liability and Indemnity

To the fullest extent of the law, Galaviz Charter School will be deemed to be a "school district" for purposes of the Texas Education Agency and the Texas Education Code.

The School Board, the Superintendent, Principal, teachers and their respective representatives will be solely responsible for all aspects of the day-to-day operation of Galaviz Charter School, including, but not limited to, making necessary provisions for accounting, budgeting, payroll, purchasing, liability, insurance, and the like. Galaviz Charter School will not be liable for the debts or obligations of Galaviz Academy or Polytechnic Institute.

Galaviz Charter School will secure and maintain appropriate workers compensation as well as liability coverage, bond coverage, and insurance coverage, providing for, among other things, insurance for operation and procedures, personal injury, and property, fire, and theft.

Galaviz Charter School will hold harmless and indemnify the School Board, school management and Texas Education Agency from every liability, claim, or demand that may be made by reason of:

- any injury to person or property sustained by Galaviz officers or employees or by any person, firm, or corporation employed directly or indirectly by the charter school;
- any injury to person or property sustained by any person, firm, or corporation caused by an act, neglect, default, or omission of the charter school, its officers, employees, or agents; or
- the furnishing or use of any copyrighted or uncopyrighted composition, or patented or unpatented invention.

Galaviz Charter School at its own expense and risk will defend all legal proceedings on any such liability, claim, or demand that may be brought against it and/or the School Board, or their officers and employees. Galaviz Charter School will also, at its own expense and risk, defend all legal proceedings that may be brought against it, its officers, employees, agents, and volunteers if they are acting in behalf of the school. In addition, Galaviz will satisfy any resulting judgments that may be rendered as the result of any

such liability, claim, or demand, whether or not such liability, claim, or demand was actually or allegedly caused wholly or in part through the negligence or other tortuous conduct of Galaviz, the School Board or their officers and employees.

3. Direct Funding

In consideration of the services rendered by Galaviz, the charter school shall receive full and equitable funding pursuant to the Charter School Funding Model for all funds included in the funding model. This includes, but is not limited to, revenue limit apportionment, categorical block grant, economic impact aid, and state lottery funds. Galaviz shall receive revenue payments based on student attendance (ADA) records and eligibility requirements.

Beginning in year one, Galaviz will elect to receive direct funding from the State Fund to be deposited into its own account. Galaviz will apply directly for funds not included in the charter school categorical ADA fees, but for which charter schools can apply directly. This includes, but is not limited to, programs such as Staff Development Buy-Back, Title I, Child Nutrition, and Deferred Maintenance.

Galaviz will pursue securing its equitable share, based on its student population and program eligibility, of program funds for federal grants.

4. Budget, Payments and Cash Flow

In accordance with applicable law, Texas Education Agency is authorized to make payments and/or apportionment directly to the charter school, or to an account held in the name of Galaviz Charter School. Funds transferred directly from the State Fund to Galaviz will be transferred to appropriate accounts for use in the most expeditious manner possible.

Galaviz will report to federal and state taxing authorities as required by law. The charter school will be responsible for payment of Social Security and all other applicable taxes.

Galaviz's three-year budget, based on revenues from school programs of the federal and state governments, is referred to in the following pages. Prior to each fiscal year, the Board will review the budget for the charter school based on projected enrollments.

The Superintendent and Principal will produce a proposal for salaries, benefits and extra duty pay in line with any bargaining unit agreements if applicable. This proposal will be presented for approval to the faculty committee and the full Board before the beginning of each fiscal year or before the expiration of any applicable bargaining unit agreements.

5. Sponsoring Entity Services

With the exception of services performed by Galaviz Academy at the school under its Harris County contract, all charter-requested services from Galaviz Academy will be on a fee-for-service basis. Mutually agreed upon fees must be in place prior to the charter-requested service.

Galaviz Academy agrees to provide probation and case management services on-site to students enrolled in the WINGS program. These services will be at no charge to Galaviz Charter School as they are funded by Harris County. Should Galaviz Charter School request case management and security/safety services from Galaviz Academy for non-adjudicated youth, the charter school will pay a fee for service to Galaviz Academy.

Polytechnic Institute agrees to provide the existing facility at \$1 per year and the adjacent land, for portable buildings and recreation, at no charge. Galaviz Charter School will pay for the cost of renting portable classroom buildings, setting up recreation areas and making any changes to the existing structure to accommodate the charter school.

6. Administrative Services

Galaviz expects to take advantage of Region IV ESC, Harris County Department of Education, Houston Independent School District and other city/county services and services of external vendors as appropriate and cost effective.

7. Contract Development

Galaviz Charter School will utilize effective business practices that will result in the best quality at the best price. Contracts for service, equipment and alterations/improvements will be submitted to multiple bidders. All site or building alterations and improvements will be contracted to a licensed contractor. Galaviz Academy, Region IV and area school districts will be able to bid on all projects.

8. Attendance Accounting

Attendance accounting procedures will be used which will satisfy the requirements of the Texas Education Agency. This may include the use of attendance cards, requests for absence notes, completed registers, and statistical reports.

9. Depository/Accounting/Payroll

All revenue generated by Galaviz Charter School will be deposited in the appropriate account. All payments (including payroll) will be drawn on the appropriate account, which enables the State and the School Board to account for all revenue and expenditures. Two revolving accounts with a local financial institution will be maintained for day-to-day expenditures. All expenditures over \$500.00 will require two signatories.

10. Liability/Insurance/Reserves

Galaviz Charter School will be acting as a separate legal entity from Galaviz Academy. The charter school has complete liability for all actions of the school and its employees in the performance of their duties. Galaviz Charter School further indemnifies and holds harmless Galaviz Academy, Polytechnic Institute, Region IV ESC and Texas Education Agency of any present or future liability for the charter school's actions.

In the event that the charter school is dissolved, all remaining assets will be liquidated and all creditors will be paid first. Any remaining asset will convert to a non-profit public entity at the discretion of the School Board.

In order to mitigate both the potential legal and fiscal liabilities of the charter school, Galaviz Charter School will have in force at all times prepaid liability insurance, including Errors and Omissions and Employee Honesty (Crime). Supplementary coverage will cover the after-hours and weekend activities of the Galaviz Charter School. Student accident insurance and catastrophic student accident insurance will be provided free for all.

Additionally, Galaviz Charter School will, during the first year, maintain a fund balance of at least 1% of its total operational expenditures and, after the first year, a fund balance of at least 3% of its total operational expenditures.

11. Property/Value/Insurance

Galaviz Charter School will pay \$1 per year rent for complete use of the Polytechnic Institute facility at 5206 Airline, Houston, Texas. Additionally, Polytechnic Institute will provide the land across De Boll from the facility at no charge for placing portable classroom buildings and recreation space.

Galaviz will utilize the school site (including contents) previously known as "Polytechnic Institute" on a \$1/year basis. In exchange, the charter school will provide a quality education for students who live within the school's geographic boundaries and to relatives of Polytechnic Institute students, and maintain, improve, and continue to add value to the facility. Property Damage Insurance will be enforced at the charter school's expense to cover any damage to the facility. Periodic reviews of Harris County Appraisal District files will be used to determine current value.

12. General and Deferred Maintenance

Polytechnic Institute will provide general maintenance and repair on the facility. Only damage caused by Galaviz Charter School will be the responsibility of the school.

13. Board Responsibilities

The membership of the School Board will consist of four community representatives, the current president of the Parent Teacher Organization.

The responsibilities of the School Commission will be to:

- Develop and recommend policy relating to the operation of the commission in accordance with the school's educational objectives and pedagogy;
- Monitor and make recommendations to the Superintendent regarding assessment models, educational objectives and pedagogy;
- Ratify the yearly budget submitted by the Superintendent;

- Hear disciplinary appeals and expulsion recommendations as provided for in the Code of Conduct Handbook;
- Make recommendations regarding facility and operational oversight and school policies and procedures;
- Ratify employment contracts; and
- Appoint a Board Chair who will attend all who will facilitate all Board meetings.

All management powers not specifically designated to the Board are delegated to the Superintendent/CEO and Principal.

The selection and terms of office for the Board are delineated in the By-Laws.

14. Day to Day Business Management

The management of Galaviz Charter School will be carried out by the Superintendent and/or Principal or contracted to an outside entity and will include:

- Annual budget and monthly forecasting
- Compliance and required reporting
- Public and private revenue procurement
- Management of payroll system
- Management of the accounting system
- Management of vendor relationships and purchasing
- Oversight of daily operations

15. Additional Policies and Procedures

All additional policies and procedures, including human resources policies, student policies, curriculum policies, codes of conduct and the like will be maintained in separate policy handbooks. The policy handbooks will be approved by the incoming Charter School's Board upon the initiation of the school and will be periodically reviewed and revised as the Board sees fit.

**POLICIES AND PROCEDURES
MANUAL FOR ACCOUNTING
AND FINANCIAL CONTROL**

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**Attachment 23
Proposed Monthly Status Report**

MONTHLY STATUS REPORT

The monthly status report to the board will include the following financial statements.

- a. Statement of Financial Position
- b. Statement of Activities
- c. Statement of Cash Flows

The statement of Financial Position:

will be similar to a for Profit Balance Sheet and will reflect changes in net assets. The statement will present information about Galaviz Charter School's liquidity by classifying assets and liabilities as current and non-current. Totals will reflect unrestricted net assets as well as information about the charter school's amount of temporarily restricted and permanently restricted net assets.

Statement of Activities:

This statement will provide the board with the school's financial activity from the beginning to the end of the year. This statement will reflect revenues, expenses and changes in net assets. The board will receive information on the change in each class of net assets (i.e., unrestricted, temporarily restricted, and permanently restricted). Fundraising from certain donors will be classified as restricted depending on grant conditions. The Charter School Board has asked that this statement be presented in a multicolumn format which more clearly compare unrestricted, temporarily restricted, and permanently restricted funds.

Statement of Cash Flow:

This statement will help the Galaviz board assess the school's ability to generate future positive cash flows, ability to meet obligations and pay programmatic obligations, and assess reasons for differences between income and cash receipts and payments. When necessary contingent items and seasonally affected statements will be brought the school board's attention.

All of the above monthly reports to the board are generated from an accrual based accounting system. Essentially selected fund accounting methods will be used even though it is no longer required for financial reporting purposes.

Generally Accepted Accounting Principles for Non-for-Profit Organizations will be the basis for the Galaviz accounting & reporting system; otherwise, the GAAP will be followed including the use of the Financial Accountability System Resource Guide, Bulletin 679 and including the Standards for Financial Management Systems outlined in 34 CFR-80.20

AEIS

The Galaviz board will receive the following reports when indicated by season or time frame.

- a. TAAS passing rate by grade & subject
- b. Attendance Rate
- c. Retention Rate
- d. High School Completion Rate
- e. Percent of students completing on advanced course
- f. A P and IB exam results
- g. TAAS/TASP equivalency rate
- h. SAT and ACT exam participation and results.

Status of Funds Applied for

A report will be given on the status of local, state and federal grants and programs solicited.

**Attachment 24
Lease Agreement**

COMMERCIAL LEASE

This lease is made between Polytechnic Institute, herein called Lessor, and Galaviz Academy Lessee hereby offers to lease from Lessor the premises situated in the City of Houston, County of Harris, State of Texas, described as 5206 Airline, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of 2 years, concerning July 1, 2002, and terminating on July 30, 2004, or sooner as provided herein at the annual rental of One Dollars (\$1.00) payable in equal installments of advance on the first day of each year for rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
2. **Use.** Lessee shall use and occupy the premises for education use. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall maintain the premises in good and safe condition including equipment on the premises and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall be responsible for security.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
5. **Ordinance and Statues.** Lessee shall comply with all statues, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this letter or sublet any portion of the premises without prior written consent of the Lessor, which shall not be reasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate the lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration

of this lease, to place upon the premises any usual "TO LET" or "FOR LEASE" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.

10. **Indemnification of Lessor,** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting the Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately, abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate the lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of the lease shall terminate, and Lessee shall then quite and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of One thousand dollars (\$1000.00) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of the lease.

16. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. **Notices.** Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.

18. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the party.

19. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of twenty-four (24) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the yearly lease shall be the sum of \$1.00. The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

20. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

21. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Signed this *10th* day of *February*, 2001.

By: *[Signature]*
Lessee

By: *[Signature]*
Lessor

**Attachment 25
School Calendar**

GALAVIZ CHARTER SCHOOL 2002 - 2003

August-2002						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September-2002						
S	M	T	W	T	F	S
1		3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October-2002						
S	M	T	W	T	F	S
		1	2	3	4	5
6		8	9	10 [★]	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November-2002						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21 [★]	22	23
24	25	26				30

December-2002						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17				21
22						28
29						

January-2003						
S	M	T	W	T	F	S
				2	3	4
5	6	7	8	9	10	11
12	13	14	15	16 [★]	17	18
19		21	22	23	24	25
26	27	28	29	30	31	

February-2003						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 [★]	28	

March-2003						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9						15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April-2003						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17 [★]		19
20		22	23	24	25	26
27	28	29	30			

May-2003						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June-2003						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 [★]	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July-2003						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Holidays
- Professional Development Days
- Teacher Service Days
- Teacher Preparation Days
- ★ Report Cards to Parents

8/16/02 - Teachers Report for Duty

8/21/02 - First Day of School for Students

5/29/03 - Last Day of School for Students

5/30/03 - Last Day of School for Teachers

**Attachment 26
Board Policy for PEG**

Board Policy for Public Education Grants Galaviz Charter School

Galaviz Charter School will accept any student transferring from a low-performing school. Providing the following criteria are met:

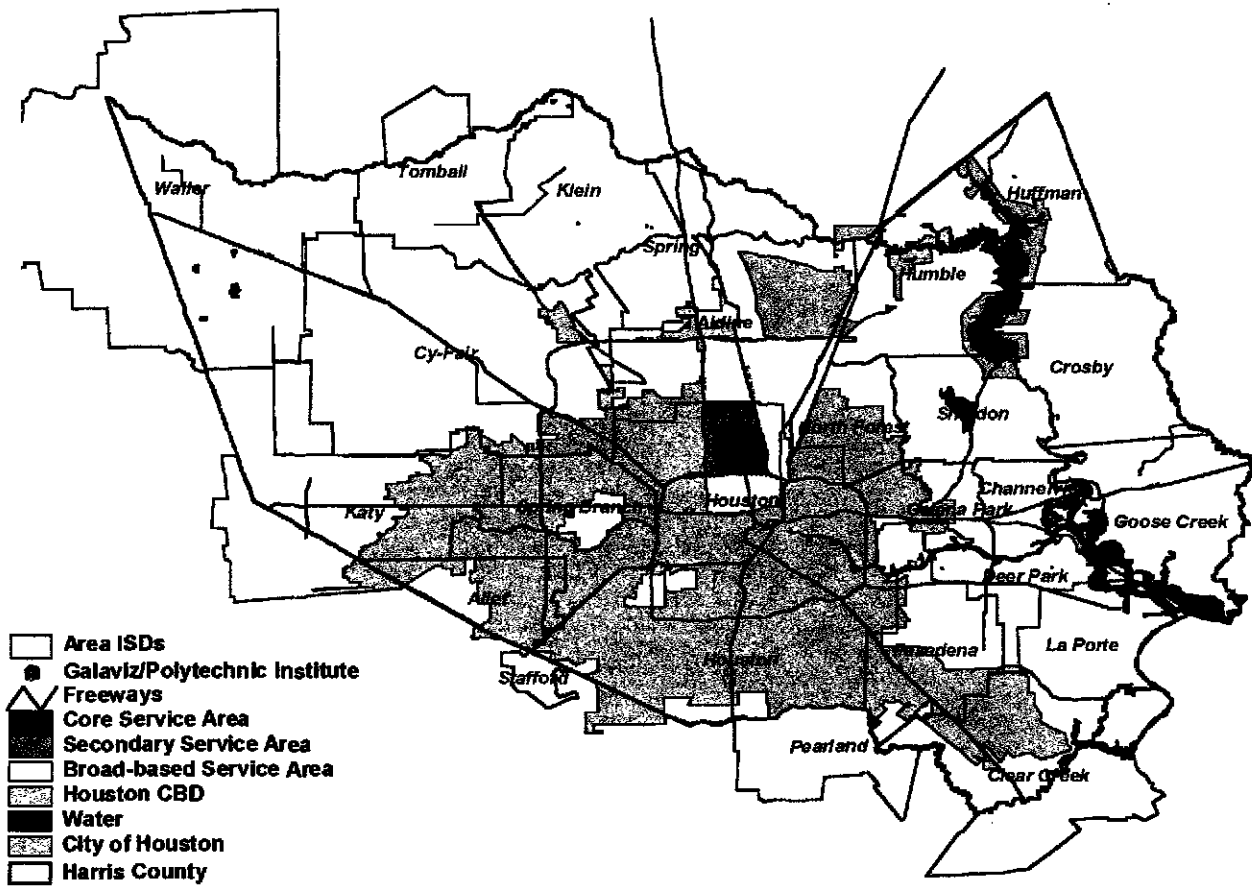
- Space is available in the school;
- Priority will be given to Houston, Aldine and North Forest School District transfers;
- Student has an interest in attending a school that is not rated low-performing;
- Student has an interest in learning;
- Student has no prior transfers for the school year;
- Priority will be given to at-risk students;
- Priority will be given to ESL or LEP students;
- Programs that the student wants are provided at the school; and
- Student has no history of criminal violent behavior and poses no threat to the teachers, staff and other students.

Galaviz Charter School process requests for transfer on the basis of available space. The request and space availability will be sent to the parents by mail. A meeting with the student and parents will be held and assessments conducted. The student and parents must agree to sign the standard Galaviz contract. Upon enrollment of accepted students, school records and signature of sending principal will be requested. Galaviz will send a letter to the sending principal indicating that the student has officially enrolled and that the school records have been received.

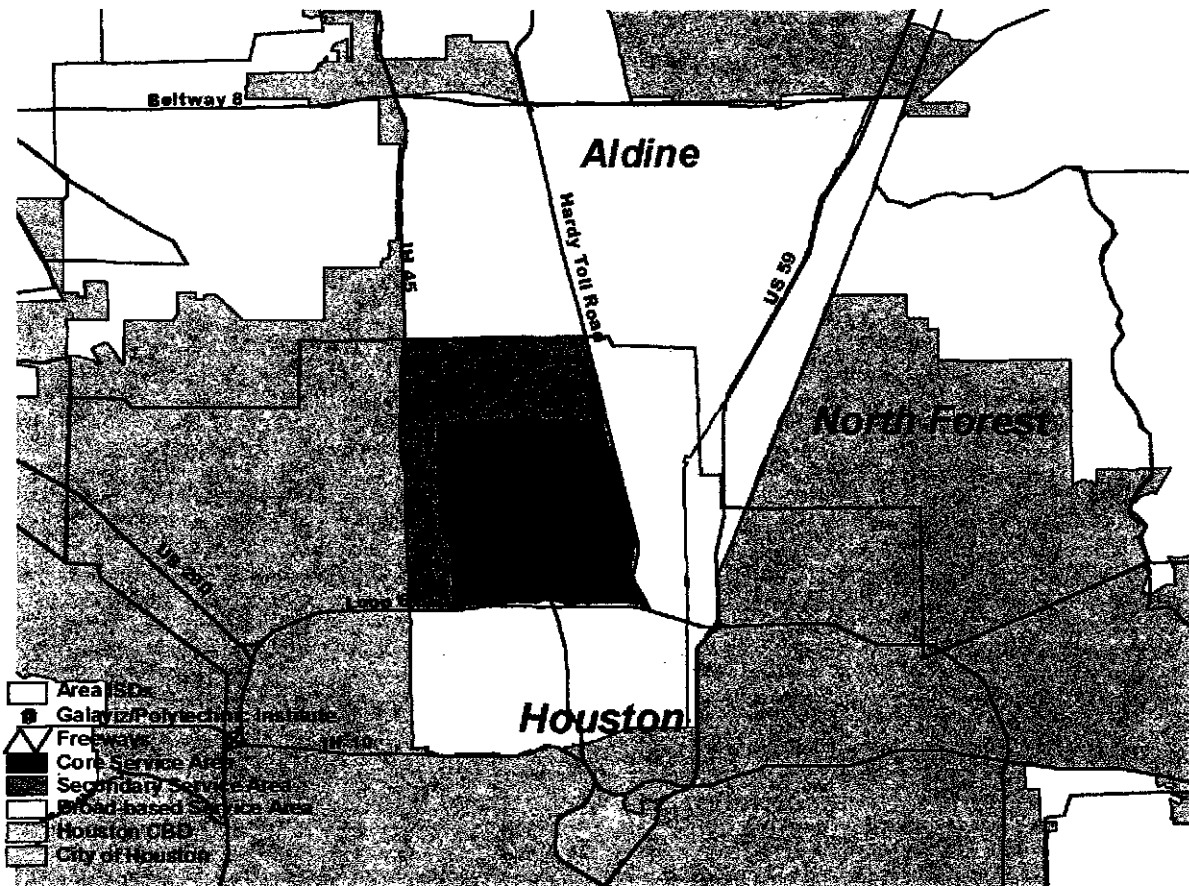
Galaviz will not provide transportation to PEG students.

Attachment 27 Map of Geographic Area

Location of School and Service Area Within Harris County



Location of School and Service Area Within North Houston



6472 9122 2116 2472
E000 029T 0002

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

HOUSTON, TX 77024

Postage	\$ 2.65	UNIT ID: 0010 Postmark Here Clerk: KTZ10Z 02/14/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.05	

Sent To
 Harold Guthrie, Superintendent ^{Spring Branch} I.S.D.
 Street, Apt. No., or PO Box No.
 955 Campbell Rd.
 City, State, ZIP+4
 HOUSTON TX 77024

PS Form 3800, May 2000

See Reverse for Instructions

6052 9122 2116 2502
E000 029T 0002

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

HOUSTON, TX 77027

Postage	\$ 2.65	UNIT ID: 0010 Postmark Here Clerk: KTZ10Z 02/14/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.05	

Sent To
 Kaye Stripling, Superintendent HISD
 Street, Apt. No., or PO Box No.
 3830 Richmond Ave
 City, State, ZIP+4
 HOUSTON, TX 77027

PS Form 3800, May 2000

See Reverse for Instructions

6472 9122 2116 2492
E000 029T 0002

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

HOUSTON, TX 77032

Postage	\$ 2.65	UNIT ID: 0010 Postmark Here Clerk: KTZ10Z 02/14/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.05	

Sent To
 M.B. Donaldson, Superintendent AISD
 Street, Apt. No., or PO Box No.
 14910 Aldine Westfield Rd.
 City, State, ZIP+4
 HOUSTON, TX 77032-3099

PS Form 3800, May 2000

See Reverse for Instructions

6472 9122 2116 2492
E000 029T 0002

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

HOUSTON, TX 77091

Postage	\$ 2.65	UNIT ID: 0010 Postmark Here Clerk: KTZ10Z 02/14/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.05	

Sent To
 Dr. John Folks, Superintendent ^{Spring} I.S.D.
 Street, Apt. No., or PO Box No.
 16717 Ella Blvd.
 City, State, ZIP+4
 HOUSTON, TX 77091

PS Form 3800, May 2000

See Reverse for Instructions

2942 9122 2116 2492
E000 029T 0002

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

HOUSTON, TX 77086

Postage	\$ 2.65	UNIT ID: 0010 Postmark Here Clerk: KTZ10Z 02/14/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.05	

Sent To
 Jimmie Young, Superintendent ^{North Forest} I.S.D.
 Street, Apt. No., or PO Box No.
 10721 MESA
 City, State, ZIP+4
 HOUSTON TX 77086

PS Form 3800, May 2000

See Reverse for Instructions

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**Attachment 29
Letters of Support**

Sam Houston High School

9400 Irvington Blvd. Houston, TX 77076 (713) 696-8904

Roberto Gonzalez, Principal

Charter School Division
Texas Education Agency
5234 Congress Ave
Austin, Texas

Dear Commissioner:

I have served as principal for Sam Houston High School since 1994 and have a very keen awareness for the ancillary support needs of our students. Many of our students have weak or non-existent support systems. A disproportionate number of our students come from dysfunctional home situations that affect their performance and behavior at school. Obviously, the public schools cannot address every need of all students. Many require special assistance that the public school cannot provide. Unfortunately a significant number will drop out of school and fail to contribute to our community.

Thus it is with a strong concern for our community that we enthusiastically support Dr. Cano and Galaviz Academy in their effort to open a Charter School in north Houston. They have worked diligently with at risk students, including many from our area, since 1993. This past year they worked with over 700 adjudicated students from all over Harris County re enrolling the majority back in school. Please give this application your most serious consideration.

Sincerely,



Roberto Gonzalez, Principal
Sam Houston High School



**HARRIS COUNTY
JUVENILE PROBATION DEPARTMENT**

ELMER BAILEY, JR.
Executive Director
Chief Juvenile Probation Officer

3540 WEST DALLAS * HOUSTON, TEXAS 77019-1796 * (713) 512-4000

December 15, 2000

Alma Allen, SBOE
Texas Education Agency
Division of Charter Schools
1701 N. Congress Ave
Austin, Texas 78701

Dear Ms Allen:

As executive director for Harris County Juvenile Probation, I have worked with Dr. Cano and Galaviz Academy since 1993. Galaviz Academy works with more than 700 adjudicated youth each year providing education support services. They assess the educational needs of these students utilizing standardized measurements including a vocational interest inventory. Galaviz Academy has a cadre of eight education specialists that are trained in the areas of education law, testing, case management and intervention strategies.

It is difficult for many of our adjudicated youngsters to return to school due to learning problems and behavioral history. Galaviz Academy plays a very critical role by case managing these youngsters and matching them to an education program that provides them the greatest chance for success. Galaviz Academy is proposing to give priority to LEP (Limited English Speaking) adjudicated youth. Not all schools are equipped to assist these youngsters. We have a disproportionate number of these kids on probation. Galaviz Academy will provide bilingual instruction, after school tutoring, vocational training and case management for these kids.

We support the application of Galaviz Academy for a Charter School to serve at risk kids. I may be contacted at 713-512-4100 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elmer Bailey, Jr.", is written over the typed name and title.

Elmer Bailey, Executive Director
Harris County Juvenile Probation



HOUSTON INDEPENDENT SCHOOL DISTRICT

HATTIE MAE WHITE ADMINISTRATION BUILDING
3830 RICHMOND AVENUE · HOUSTON, TEXAS 77027-5838

ROD PAIGE

Superintendent of Schools

Erasmó S. Terán

District Superintendent, HISD North

5207 AIRLINE · SUITE 200 · HOUSTON, TEXAS 77022
TEL (713) 696-7650 · FAX (713) 696-7655

Ms. Alma Allen
Charter School Division
Texas Education Agency
3516 Congress Ave.
Austin, Texas

Dear Ms. Allen:

I am writing this letter of support of the Galaviz Academy application for a charter school.

As Area Superintendent for the North District of the Houston Independent School District we have had the opportunity to work with Dr. Luis Cano and Galaviz Academy. The work of Galaviz Academy is highly respected by members of the community as well as the education community. They have worked with at risk students since 1993 when Dr. Cano started the Academy.

One of the concerns in our area is the high incidence of gang activity, drug use and youth crime. We are also concerned about the dropout rate and challenges faced by immigrant parents and students as well as American born students. A strong need exists to have a Charter school that will work with at risk students and parents. Many of these students have special needs in the area of ESL and assistance with mainstreaming into the culture. Our schools are working hard to meet the needs of these students but additional support is desperately needed especially for those that dropped out or may be at risk for dropping out.

I have worked with Dr. Cano for many years and respect his efforts in education for at risk kids. He works with many of our dropouts through Galaviz Academy. We stand firmly in support of the Galaviz Academy application for a Charter school in our area. If you have any questions you may reach me at 713-696-765.

Sincerely,

Erasmó S. Terán
North District Superintendent
Houston Independent School District



**HARRIS COUNTY
JUVENILE PROBATION DEPARTMENT**

ELMER BAILEY, JR.
Executive Director
Chief Juvenile Probation Officer

3540 WEST DALLAS * HOUSTON, TEXAS 77019-1796 * (713) 512-4000

December 15, 2000

Alma Allen, SBOE
Texas Education Agency
Division of Charter Schools
1701 N. Congress Ave
Austin, Texas 78701

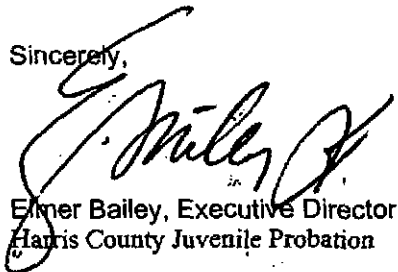
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We support the application of Galaviz Academy for a Charter School to serve at risk kids. I may be contacted at 713-512-4100 if you have any questions.

Sincerely,



Elmer Bailey, Executive Director
Harris County Juvenile Probation



HOUSTON INDEPENDENT SCHOOL DISTRICT

HATTIE MAE WHITE ADMINISTRATION BUILDING
3830 RICHMOND AVENUE · HOUSTON, TEXAS 77027-5838

ROD PAIGE
Superintendent of Schools

Erasmó S. Terán
District Superintendent, HISD North
5207 AIRLINE · SUITE 200 · HOUSTON, TEXAS 77022
TEL (713) 696-7650 · FAX (713) 696-7655

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Texas Education Agency
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I have worked with Dr. Cano for many years and respect his efforts in education for at risk kids. He works with many of our dropouts through Galaviz Academy. We stand firmly in support of the Galaviz Academy application for a Charter school in our area. If you have any questions you may reach me at 713-696-765.

Sincerely,

Erasmó S. Terán
North District Superintendent
Houston Independent School District

MEMORANDUM**February 13, 2001**

TO: Dr. Luis Cano

FROM: Erasmo Terán, HISD North District Superintendent

SUBJECT: **COMMUNITY ADVISORY COMMITTEE MEETING**

The North District Community Advisory Committee meeting has been scheduled for February 21, at Durkee Elementary School, 7301 Nordling, 713-696-2836. The North District Community Advisory Committee and the Parent/Teacher Committee meeting will be held jointly. This will give the groups an opportunity to work collaboratively on emerging issues identified as being of mutual concern to educating students, or for the betterment of the community. **We encourage your representative to share your company's activities.**

North District Parent/Teacher/ Community Advisory Committee Meeting
Wednesday, February 21, 2001
Noon - 1:30 pm

I am looking forward to seeing you or your representative. If you have any questions, please call me at (713) 696-7650 or ask to speak with Dr. San Juanita Garza.

Proposed Agenda

1. Welcome & Lunch
2. MetLife Resources (Employees of the Month)
3. HU-LINC Science
4. School & Community Reports

Attachment 30
Helping Your Child to Learn, by Dr. Luis Cano

Attachment 28
Return Receipt for Mailing of Impact Statements

Attachment 31
Resume of Charter School CEO, Dr. Luis Cano

Luis R. Cano, Ed.D.
5206 Airline Dr.
Houston, Texas 77022

Business: (713) 694-6027
Fax: (713) 694-0419

EDUCATION

B.S. English and Education
University of North Texas - Denton, Texas, June 1970

M.A. Guidance and Counseling
Texas Southern University - Houston, Texas, June 1973

Ed.D. Doctorate in Administration of Public Education
University of Houston, Houston, Texas, August 1981 Diss. title "A Case Study of A Private Community Based Alternative School Program for Dropouts and Potential Dropouts"

CURRENT STATUS

May 5, 1986 to Present

Founder and President - Polytechnic Institute, a private vocational school that serves low income women. Training is offered in computer word processing, data entry, bookkeeping, and college preparation. Career Preparation is offered for students entering the allied health field in areas such as medical assistant, surgical technology, medical billing and coding and medical secretary.

Founder and President – Galaviz Academy, founded in 1993, a non profit (501)c(3) education advocacy organization that manages the Wings Program, an innovative program that provides educational support service annually to 800 adjudicated youth, age 10 to 21. We provide educational and vocational assessments as well as life skills workshops. Project Comet is operated in partnership with Harris County Juvenile Probation.

PREVIOUS EXPERIENCE

October 1, 1981 to May 5, 1983

I was employed as an Assistant Professor of Education at the University of Houston Central Campus. My duties included instruction in bilingual education, research activities, program development, writing technical reports, recruitment and student advisement. I taught a graduate level course on school dropouts and alternative models of education. While at the University of Houston I served as consultant to the Houston School District Task Force on School Dropouts.

August, 1973 to November 30, 1981

EXECUTIVE DIRECTOR of AAMA, Inc., a non-profit Youth Service Agency. As Chief Executive Officer I coordinated the management information system, personnel system, prepared and negotiated budgets, oversaw the accounting function, and managed the planning division. The company's annual budget was \$1,000,000.

The agency that I managed as Executive Director included the following programs:

1. George I. Sanchez Junior - Senior High School
2. Gus Garcia Youth Center
3. Jovita Idar Day Care Center
4. Angelita Fraga Day Care Center
5. Fort Bend County Youth Services Center
6. Keene Street Runway Youth Center
7. Northside Drug Abuse Center
8. Health Careers Training Center
9. Vista Volunteer Program
10. Adult Volunteer Program
11. School to Work Transition Program
12. College Talent Search Program

When I became Executive Director of AAMA there were no programs except the Fraga Day Care Center. The grant proposals for the above programs were based on my research designs beginning in 1973.

HIGH SCHOOL PRINCIPAL (August 1973 to November 1981) I also served as Principal at the Sanchez Junior-High School that I founded. The school is accredited by the Texas Education Agency and includes grades 7 through 12.

Much of my managerial responsibility involved the development of the personnel system which included writing affirmative action plans, job evaluation and descriptions, staff training programs, compensation and benefits policies and numerous reports to federal and state government agencies. I also wrote the AAMA MODEL, an educational philosophy that describes the theoretical framework and goals of the school.

TEACHER As a teacher in the Houston I.S.D. I designed and implemented the Mexican American Studies Program in 1970 which has since expanded. In addition I organized a theater group that treated cultural topics; all of the scripts were original plays that I wrote.

As a teacher I also worked with the H.I.S.D. Human Relations Program organizing youth rap sessions; I also represented the Houston Teachers Association at GRIP (Grass Roots Involvement Program) Seminar in Tulsa, Oklahoma, Feb. 3-9, 1971; represented Houston teachers association at the Center for Human Relations, National Education Association, Washington, D.C., March 4-7, 1971. Appointed for two years to the National Council on Instruction and Professional Development of the National Education Association (October 1971 - October 1973) helping to design programs to upgrade skills of professional educators on a national scope; appointed to N.E.A. Committee on Practitioner Involvement in Teacher Preparation by N.E.A. President Katherine Barret, 1972 - 1973 which enabled me to design national strategies which involved teachers in the formulation of education policy; appointed to Teacher Task Force to the U.S. Office of Education 1972 - 1973, giving valuable input on educational needs such as bilingual education and employment in different sections of the United States. Houston, Texas, August 1970 to spring 1973

Co-founder and served as chairman of the Hispanic Teachers Caucus, Houston, TX 1972 - 1973.

In 1973 I served on the visiting team of NCATE (National Council for Accreditation of Teacher Education). NCATE accredits Teacher Education Colleges and as a member I assisted in the evaluation of the University of Illinois and Eastern New Mexico State. My role with NCATE resulted in written evaluative reports on the above Colleges of Education and recommendations for accreditation and changes in the policies and functions of the respective teacher education programs.

OTHER RELEVANT EXPERIENCE

Lecturer; University of Houston (part-time) - Houston, Texas, August 1972 - August 1975

Instructor in Bilingual Education Program; Dominican College (part-time) - Houston, Texas, 1973 to 1974

STAFF DEVELOPMENT CONSULTANT

1970 - Present

I have developed staff training programs, methods for psychological testing of children, management training programs, planning, evaluation techniques, providing this assistance to numerous school districts, universities,

government agencies, and community organizations in Texas and other states and also Mexico. These seminars were for developing teacher competencies.

Below is partial list of groups and institutions for which I have provided teacher competency programs and other staff development services.

University of Texas, Austin, Texas
University of Houston, Houston, Texas
Texas Southern University, Houston, Texas
South Houston Urban Recreation and Education, South Houston, Texas
Houston Job Training Partnership Council, Houston, Texas
Galena Park I.S.D., Houston, Texas
Gulf Coast Council of La Raza, Corpus Christi, Texas
Indochinese Culture Center, Houston, Texas
Dominican College, Houston, Texas
North Texas State University, Denton, Texas
Texas A & M University, College Station, Texas
San Jacinto Junior College, Pasadena, Texas
Texas A & I University, Kingsville, Texas
Houston I.S.D., Houston, Texas
Robstown I.S.D., Robstown, Texas
Corpus Christi I.S.D., Corpus Christi, Texas
McAllen I.S.D., McAllen, Texas
Pharr San Juan Alamo I.S.D., Pharr, Texas
San Antonio I.S.D., San Antonio, Texas
Dallas I.S.D., Dallas, Texas
Ft. Worth I.S.D., Ft. Worth, Texas
Austin I.S.D., Austin, Texas
Brownsville I.S.D., Brownsville, Texas
Brownwood I.S.D., Brownwood, Texas
Odem I.S.D., Odem, Texas
San Angelo I.S.D., San Angelo, Texas
El Paso I.S.D., El Paso, Texas
U.S. Office of Education, Washington, D.C.
National Education Association, Washington, D.C.
Ruben Salazar Foundation, El Paso, Texas
League of United Latin American Citizens, Houston, Texas
United States Army Training Program, Houston, Texas
Chicano Training Center, Houston, Texas
Mexican American Education Council, Houston, Texas
IDRA (Intercultural Development Research Associates)
San Antonio, Texas
Texas Education Agency, Austin, Texas
Mexican Tourist Bureau, Mexico City
San Antonio Bilingual Education Association, San Antonio, Texas

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Corpus Christi Literacy Council, Corpus Christi, Texas
Southwestern Bell Telephone Company, Houston, Texas
Texas Department of Human Services, Houston, Texas
Harris County Juvenile Probation Department

PUBLICATIONS AND FILMS

The Parent Reading Handbook, Texas State Library. Austin, Texas, 1989.

"Inhalant Abuse Training Manual," Technical Resources Publications. Houston, Texas, 1986

Helping Your Child Learn: A Parent's Guide, Southwestern Bell Telephone Company. Houston, Texas, 1986.

"The Aztecs and Their Medicine: A Chicano Legacy," 25 minute film documentary on the use of medicinal herbs. Aired on KTRK-TV. Houston, Texas, 1975.

"Master Plan for Education is Aim of Education Summit," guest article in HOUSTON POST. Houston, Texas, May 10, 1991.

"History of Texas Ranching" in VIVA Magazine. Houston, Texas, February 20, 1991.

"Alternative Education in the Mexican American Barrio," Paper presented at the University of Houston Ethnic Studies Conference. Houston, Texas, April 19-20, 1980.

"Meso-American Medicine," University of Texas Center for Public School Ethnic Studies. Austin, Texas, 1972.

Blue Print for Change; Document highlighting the conclusions of the 1st Hispanic Education Summit. Houston, Texas, 1990.

"Establishing Chicano Studies in the Barrio," Hispanic International University (Association for the Advancement of Mexican American). Houston, TX 1972.

"Pachuco Gangs in Houston. A Postwar Phenomenon" in Agenda, Vol. 9, No. 1. Washington, D.C., 1979.

"Legacy of Felipe Rogue de La Portilla" paper presented at the University of Houston Mexican American Studies Conference. Houston, TX October 13-14, 1973.

"A Case Study of a Private Community Based Alternative School Program For Dropouts and Potential Dropouts," Diss. University of Houston. Houston, TX 1981.

Co-author - "Houston Independent School District Task Force Report on School Dropouts." Houston, Texas, 1983.

Modern Curriculum for Independent Living, Texas Department of Human Services. Corpus Christi, Texas, 1991.

"Is School choice for Houston?." Article in VIVA Magazine, Houston Post. Houston, Texas, April 9, 1991.

MEDIA RELATIONS EXPERIENCE

1973-1975

I served as the host on a television talk show (August 1973 to January 1975) which is known today as "Viva Houston" on KTRK Television. I was responsible for preparing scripts, coordinating with studio technicians, making my guests comfortable and researching topics. I produced 50 of these 30-minute programs.

1974-1975

In the summer and spring of 1974 I researched and wrote a script for a film documentary called "The Aztecs and Their Medicine," which dealt with the origin of herbal medicine and the empirical research conducted by Mexican Indians.

I was responsible for making all of the arrangements with the Mexican government bureaucracy and cultural institutions so that we could secure permission to shoot film in Mexico.

In addition I was successful in obtaining, at no cost to our crew, airfare, hotel, meals, cameras, film, ground transportation and three guides during the time we were in Mexico.

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In May of 1975 my crew and I received the national Robert Kennedy Memorial Award for Journalism. Only three awards were given in the United States. We came in second to Geraldo Rivera of ABC's 20/20. I shot all of the still photography. The documentary was aired twice in Houston on KTRK-TV.

1973-1981

I have prepared various PSA's (Public Service Announcements)

1976-1980

As the chief Executive Officer at AAMA, Inc. I opened a film and videotape studio which eventually led to two Texas State Film awards to my students for their production of "Canto Al Pueblo" and "Z.Z. Top."

HONORS

Speaker of the Year, Houston Livestock Show & Rodeo, 1991
Eagle Scout, 1967
Training Professional of the Year, City of Houston, 1991
Who's Who in Texas
Brotherhood member Order of the Arrow
Who's who in Hispanic Americans
Chairman of Patrick Flores Library Committee
Texas Intercollegiate Finals in Fencing, North Texas State, 1970
All City Orchestra, Violin and Viola, Corpus Christi, Texas, 1961-1966
Corpus Christi Youth Symphony, Violin and Viola, Corpus Christi, Texas, 1961-1966
Robert Kennedy National Journalism Award, 1975
Savvy Award for Community Service, Houston, 1980
Benito Juarez Award for Community Service, Houston, 1980
Sociedad Morelos Community service Award, Houston, Texas, 1980
Founder - George I. Sanchez Junior-Senior High School, 1973
Co-Founder - Association for the Advancement of Mexican Americans (AAMA, Inc.), 1970

MEMBERSHIPS

Go Tejano Committee, Scholarship Chairman, 1990-1992
Reata Committee Board Member, 1987-1992
Galleria Area Chamber of Commerce, 1990-Present
Houston Association of Mexican American Educators, 1972-1976
Order of the arrow, 1965
Texas Association of Bilingual Educators, 1970-1973
Boys Scouts of America, 1964-1981
Houston Chamber of Commerce, 1970-1980

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Former Board Member, National Council of La Raza, Washington, D.C., 1977-1983
Commissioner, Houston Housing Authority (appointed by Mayor Kathy Whitmire),
1983-1986

Houston Hispanic Chamber of Commerce, 1986-Present

Spring Branch I.S.D. Superintendents Advisory Committee, 1989-1992

TECHNICAL PROPOSALS WRITTEN AND FUNDED (Partial List)

Office of Juvenile Justice, Department of Justice, Washington, D.C. \$264,000 for
alternative education. 1979

United States Office of Education. \$85,000 for a "Talent Search" Grant to provide
scholarship and college entrance assistance to low income students. 1977

Health and Human Services. \$75,000 for a "Health Careers Project" to provide
career seminars and college entrance assistance to low income students interested
in health careers. 1978

Health and Human Services. \$85,000 for a "Youth Runaway Program" in Fort Bend
County. 1979

National Urban Coalition. \$105,000 for an "Adult Volunteer" project designed to
place troubled youth with responsible adults for abbreviated periods of time. 1979

Exxon Foundation. \$10,000 for general operating costs. (First Grant). 1977

Atlantic Richfield Corporation. \$25,000 for research on the Mexican American
population of Texas. 1980

Shell Oil Foundation. \$5,000 for the George I. Sanchez School. 1977

\$75,000 Bike-a-thon. Required in depth marketing package, Federated Fund
Raising. 1980

Department of Labor - Concentrated employment and training Act. \$325,000 "Adult
on the Job Training." 1979

United States Office of Education. "Talent Search" program. \$80,000 for scholarship loan and college admissions assistance (2nd year). 1980

Health and Human Services. "Health Careers Program." \$75,000 for career preparation and training (2nd year). 1981

National Urban Coalition. \$90,000 for Adult Volunteer Program. 1980

Texas Department of community Affairs. \$130,000 for Drug Abuse Education and Treatment. 1979

KEYH Radio. \$85,000 for George I. Sanchez, Junior-Senior High School. Federated Fund Raising. 1981

Exxon Corporation. \$10,000 for operating expenses of George I. Sanchez, Junior-Senior High School. (Second Grant). 1980

Shell Oil Corporation. \$5,000 for operating expenses of Sanchez High School. (Second Grant). 1981

Department of Labor. \$250,000 for Adult Public Service Employment project. (Third Grant). 1981

Office of Juvenile Justice, Department of Justice, Washington, D.C. \$268,000 for Alternative Education. (Second Grant). 1980

United States of Education. \$15,000 for operation of George I. Sanchez School. 1974-1979

KTRK, KHOU, KPRC, KILT, KTRH, KLVL, Oklahoma Publishing, Capital Cities Broadcasting. \$150,000 for Establishment of Media Studio. 1974-1975

Health Human Services. \$240,000 for Youth Runaway Program.

United Way. \$132,000 for Inhalant Abuse Treatment. 1978

Exxon. \$5,000 for Dropout Research, University of Houston. 1982

Texas State Health Dept. \$58,000 for Hispanic Aids Education. 1987

Texas Youth Commission. \$1,725,000 for Adjudicated Youth Education Assessment and Case Management, Galaviz Academy. 1993-2001

Bill Gates Foundation, (National Council of La Raza) \$150,000 for Charter School Start up, pending, February, 2001

EDUCATION PAPERS PRESENTED

"Stereotypes and its Avoidance in the Public School Curriculum," paper presented at College Teachers Curriculum Conference, Texas Southern University, July 1972.

"Medicinal Herbs and Qualitative Analysis in the High School Science Classroom," paper presented at Public school Teacher's Bilingual Education conference, Dominican College, April 1973.

"Pharmacology and the Meso-American Indians," paper presented at Social Studies teacher Conference, Robstown Independent School District, May 1973.

"Teaching Futurism to High School Dropouts," paper presented at the University of Houston Conference on Mexican American Studies, May 1978.

"Directions of Hispanic Youth in American Education," Commencement address given on May 1978 to graduating class of Sanchez High School, Houston, Texas.

"History of Educational Neglect in Houston, Texas," paper presented at Texas Southern University, June 1976 and submitted to Mexican American Legal Defense and Education Fund.

"The Man with the Silver Tongue: The Contributions of Gustavo Garcia to Educational Law," presented at June 1970 National Convention of the National Council of La Raza.

"The Role of Hispanic Heritage in Public Education," paper presented as keynote speaker at opening of Texas Southern University Hispanic Culture Library, August 1974.

"Fred Cruz: The Jailhouse Lawyer," A biography written for public high school students. Unpublished, January 1976.

"Mexican American Civil Rights History and the American History Curriculum," paper presented at North Texas State University Teacher Training Conference, October 1973.

"Textbooks and the Omission of Minority Contributions," paper presented to graduating class of Lincoln High School, May 1976.

"The Contribution of Dr. George I. Sanchez to American Education," paper presented at the opening ceremony of Sanchez Junior-Senior School, September 1977.

"Mexican American Literature in the English Classrooms," paper presented at University of Texas Center for Public School Ethnic Studies, February 1973.

"Textbooks and the Omission of Minority Contributions," paper presented at the opening ceremony of Sanchez Junior-Senior High School, September 1977.

"The Contribution of Dr. George I. Sanchez to American Education," paper presented at University of Texas Center for Public School Ethnic Studies, February 1973.

"The AAMA Model: an Educational Philosophy, developed by Luis R. Cano and served as the framework for the founding of George I. Sanchez Junior-Senior High School in 1973.

"Educational achievement and Unemployment among Adjudicated Youth," paper presented at the Concentrated Employment training Act Conference. Houston, Texas, July 3, 1980.

"Houston Chicano Heroes of World War II," a paper presented at the National Urban Coalition Conference, March 1979.

"The First Houston Barrios," paper presented at Houston Public Library Seminar. Houston, Texas, December 1979.

"Cronica," co-author R. Medrano, Houston Independent School District Community Relations Department. Houston, Texas, August 1972.

"The Non-profit Corporation and its Basic Organizational Framework," prepared for the Model Cities Education Project. Houston, Texas, February 1971.

"General History of Mexican Americans for Middle School Students," prepared for the Model Cities Education Project. Houston, Texas, February 1971.

"Performance Evaluation of the Public School Organization," paper presented at principals as Leaders Seminar, University of Texas. Brownwood, Texas, January 1976.

"Mexican Americans in 19th Century Houston: An Educational Module," prepared for Sanchez High School Teacher Training Workshops. Houston, Texas, August 1977.

"The Aztecs and Their Medicine: A Chicano Legacy," 25 minute film documentary on the use of medicinal herbs. May 1976.

"Alternative Education in the Mexican American Barrio," Paper presented at the University of Houston Ethnic Studies Conference. April 1980.

"Establishing Chicano Studies in the Barrio," (Association for the Advancement of Mexican Americans. Houston, Texas, 1972.

"Pachuco Gangs in Houston, A postwar Phenomenon," in Agenda, Vol. 9, No. 1. Washington, D.C., January 1979.

"Legacy of Felipe Rogue de la Portilla," Paper presented at University of Houston Mexican American Studies Conference, October 1973.

National council of La Raza, Education workshop on school dropouts. "The Criteria for an Effective Alternative School." Houston, Texas, July 1991.

"Assessment of Hispanic Adult Students for a College Preparatory Program." Houston Private Industry Council, September 1991.

"The Role of the Education Board of trustees," paper presented to the Ruben Salazar Foundation Board Training Seminar. El Paso, Texas, April 1975.

"Affirmative Action plan: Association for the Advancement of Mexican Americans." Houston, Texas, May 1976.

"Personnel Policies: Association for the Advancement of Mexican Americans." Houston, Texas, May 1977.

"The School To Work Transition Program, An Evaluation Report," prepared for the U.S. Department of Labor. Washington, D.C., August 1980.

Texas Association of Chicanos in Higher Education State Conference. Keynote address, "The Status of Hispanic Education." McAllen, Texas, August 1985.

"Attacking the Dropout Problem," National Council of La Raza, National Convention. Houston, Texas, July 1985.

Texas Association of Student Support Services, (Westin-Galleria) State Convention.
"The Root Causes of School Dropouts. Houston, Texas, January 1986.

Texas Association of Chicanos in Higher Education (TACHE) National Conference.
"Addressing Corporate America." Houston, Texas, July 1986.

Trabajadores Sociales de Aztlan Houston Seminar, "Leadership Development."
Houston, Texas, April 1986.

NOTES OF INTEREST In 1973, I founded the Chicano communications Council that served to negotiate agreements with Houston area broadcasters to hire more Hispanics and introduce Hispanic programs. As a result of our effort reporters such as Carlos Aguilar, Sylvan Rodriguez, Frank Agraz were hired at Channel 13. We facilitated the transfer of Bill Balleza to Channel 2. Our efforts led to the introduction of "Mexican American Dialogue" in 1973, which later became "Viva Houston." We convinced Channel 11 to invest money in a documentary entitled, "Los Tejanos." We filed petitions to deny Broadcast licenses against Channel 11 and KLOL Radio in order to increase Hispanic hiring. Since 1974 Hispanic hiring at Local Broadcast Facilities rose. The organization existed from 1973 to 1976.

In 1987, I ran in a special election for the Houston I.S.D. School Board, however, came in as the runner up to Gina Wright in a field of seven.

I lecture to educators on the planning and implementation of parent education programs and served as the chairperson of the Go Tejano Scholarship Committee of the Houston Livestock Show & Rodeo. I developed the guidelines and procedures for qualifying, screening and selecting winners for scholarships.

In 1987, I wrote the proposal and developed the first AIDS (SIDA) Education Program for Hispanics in the Houston area. The Association now operates the program for the Advancement of Mexican Americans.

I have developed a Parent Reading Program for parents for the Texas State Library that is being duplicated in several Texas cities. In the fall and spring of 1988-89 I developed a program for the Texas State Library to teach Hispanic parents how to use the Apple Computer to teach their pre-school children basic concepts such as colors, shapes, etc.

My work in education has been highlighted on NBC's "Today Show." Univision did an interview with me on Hispanic education that aired in 1988. The New York Times has also done coverage on my work with school dropouts.

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Newsweek Magazine has highlighted the George I. Sanchez School in its August 18, 1991, issue.

On April 8, 1989, I was the featured speaker for the San Antonio Area Association of Bilingual Educators. The conference was held at the University of Texas.

In the fall of 1976 Channel Two Television did a documentary on my work with school dropouts. Ron Stone narrated the documentary that aired on prime time television locally.

In May of 1990, I coordinated the first Hispanic Education Summit held at St. Thomas University. In October of 1991 I co-coordinated the 2nd annual Hispanic Education Summit.

On November 1, 1991, I served on a three-member panel to question three Houston Mayoral candidates (Kathy Whitmire, Sylvester Turner, Bob Lanier) for KPRC, Channel Two Television, televised Mayoral Debate.

In the spring of 1991, I served on the Citizens Advisory Committee to select a new Superintendent for the Houston I.S.D.

Appointed to serve on the Houston I.S.D. "schools for the 21st Century" Task Force by Dr. Frank Petruzielo. 1991-92

**Attachment 32
Job Descriptions**

Chief Financial Officer (CFO)

Job Description

1. Manage reconciliation of bank accounts
2. Maintain journals, ledgers and cash disbursement ledger
3. Prepare monthly financial statements
4. Prepare monthly cash flow statements
5. Work jointly with PIEMS managers to coordinate ADA payment
6. Manage petty cash funds
7. Make all bank deposits
8. Attend all board meetings to answer relevant questions
9. Work jointly with CEO to schedule annual audit
10. Monitor business affairs to assure Generally Accepted Accounting Principles are utilized
11. Maintain financial accounting on Peachtree Accounting Software
12. Oversee accounts payable and accounts receivable and control all purchases
13. Work jointly with CEO to obtain competitive bids on designated purchases
14. Work jointly with CEO to oversee school vendors
15. Continually update financial procedures

Job Description

Principal

General Duties:

The Principal will oversee the education and administration of Galaviz Charter School and serve as a senior officer in the absence of the superintendent.

Specific Duties:

1. Responsible for maintaining daily attendance at a quality level of 90% as measured daily.
2. Responsible for maintaining a student retention rate of 90% as measured every month.
3. Responsible for effective PEIMS supervision which meets accreditation standards.
4. Responsible for advisement and class schedules.
5. Responsible for instructional quality and accountability.
6. Responsible for maintenance of students records and grading system.
7. Responsible for the preparation of accreditation agency and charter school reports on a timely basis.
8. Shares responsibility for building maintenance with the CEO and business office.
9. Responsible for developing new programs for certification.
10. Responsible for student discipline and behavior control.
11. Responsible for functioning and control of all educational equipment, books, and supplies.
12. Responsible for monitoring ancillary advisement and quality control.
13. Shares compliance responsibility with the superintendent.
14. Shares planning, control, evaluation and supervision with the superintendent.

The Principal answers directly to the superintendent and must have a minimum of a Masters Degree.

Galaviz Charter School

Job Description

Job Title: Instructor

Duties and Responsibilities

General: To conduct designated classes in a professional manner.

Specific Duties: The Instructor will:

- 1) Be punctual to work and will start and end class/classes on time
- 2) Maintain good attendance
- 3) Participate in all required grade level meetings, academy wide and school wide meetings
- 4) Participate fully in all instructor-required activities such as field trips, assemblies, weekend fundraisers, etc.
- 5) Complete all required instructor home visits
- 6) Develop and maintain Galaviz Charter School lesson plan formats for all classes taught and available for review on a daily basis
- 7) Deliver a copy of all lesson plans to the Curriculum and Instruction Coordinator every Monday by 8:00 a.m.
- 8) Maintain a well-organized student grade book and attendance record that is available for review on a daily basis
- 9) Develop a procedure for securing the instructor grade book and attendance records in a safe file/location
- 10) Deliver a copy of the syllabus and modifications to the Curriculum and Instruction Coordinator
- 11) Submit all required progress reports and report card grades to the lead instructor on a timely basis
- 12) Provide each student a course syllabus, which contains at minimum, the course outline, textbook required and grading system
- 13) Maintain classroom management in a professional manner
- 14) Maintain a system that assures that school textbooks, materials, and equipment are not abused
- 15) Follow the Galaviz Charter School discipline procedures in conjunction with the intervention specialist
- 16) Not yell, curse, demean or threaten a student for any reason
- 17) Report to class prepared and will be knowledgeable of the subject material
- 18) Be clear in their expectations of students
- 19) Adequately explain subject material and content so it will be understood to the satisfaction of the class in general
- 20) Encourage students to ask pertinent questions about the subject content at the appropriate time

- 21) Encourage students to use as much English as possible
- 22) Encourage students to excel in their work and help students develop a positive self-image
- 23) Avoid placing undue/unwanted pressure on students
- 24) Not delegate teaching assignments to other individuals
- 25) Not leave a class unsupervised
- 26) Maintain open an positive communication with parents/guardians
- 27) Not leave campus during planing period unless approved by the Director of Education

Qualifications:

Must have a college degree with certification, deficiency plan and/or enrolled in graduate school

Responsible to:

The instructor will report to the Director of Education

The instructors will work closely with their grade level lead instructor for daily and weekly requirements

The instructors will also work closely with the Curriculum and Instruction Coordinator

Galaviz Charter School

Job Description

Job Title: Teacher Aide

Duties and Responsibilities

General: Responsible for assisting the Galaviz Charter School teachers in providing the best education possible to Galaviz Charter School students.

Specific Duties: The Teacher Aide will:

- 1) Be punctual and demonstrate excellent attendance
- 2) Follow the Galaviz Charter School staff dress code
- 3) Demonstrate positive interaction and communication with all staff and students
- 4) Not embarrass, demean, threaten or intimidate staff, students or parents
- 5) Demonstrate the ability to work with the designated grade level lead instructor(s)
- 6) Perform in a professional manner in all assignments and scheduled activities assigned by the academy administrator
- 7) Participate in daily monitoring of traffic and students
- 8) Maintain excellent communication with designated staff and the front office support staff
- 9) Participate in all school-related and school sponsored activities
- 10) Meet with appropriate (assigned) grade level staff to discuss any problems, concerns or disagreements in a professional manner
- 11) Participate in required staff training. The teacher aide will report directly to the assigned grade level lead instructor and the lead teacher aide.
- 12) Perform all other assigned duties requested by the Executive Director, Director of Schools.

Qualifications: This position requires a minimum of thirty (30) semester hours of college and/or a minimum of 1-2 years of practical experience in an educational setting.

Galaviz Charter School

Job Description

Job Title: Secretary/Administrative Assistant

Duties and Responsibilities

General: Responsible for administrative clerical requirements, coordinating front office, receptionist's and attendance duties, and communication liaison between the Director of Education, school staff, parents, and visitors.

Specific Duties: The Secretary-Administrative Assistant will:

- 1) Be punctual and demonstrate excellent attendance
- 2) Be responsible for the daily clerical needs of the Director of Education including appointments, filing, and correspondence
- 3) Be responsible for maintaining the yearly school calendar of all special days, events, testing, etc., and communicating with appropriate staff of events
- 4) Be responsible for guiding and coordinating required duties of the clerical-receptionist aides
- 5) Responsible for the proper documentation and scheduling calendar of staff-instructor professional development and training activities
- 6) Responsible for the proper documentation and scheduling of Galaviz Charter School field trips
- 7) Responsible for assisting with TAAS test preparation and testing integrity
- 8) Be responsible for daily communication between the Director of Education and support staff, teacher – aides, parents, visitors, instructors, and administrators
- 9) Be responsible for scheduling weekly staff meetings at the direction of the Director of Education
- 10) Be responsible for follow up telephone calls to any staff-instructor not calling in or absent to document reason and/or classroom assignments
- 11) Be responsible for assuring the proper documentation of all timesheets prior to submission to the Director of Education
- 12) Be responsible for any other duties assigned by the Director of Education and/or Galaviz Charter School Administrator
- 13) Be responsible for all scheduling and documentation of Saturday activities to include any school related/sponsored events, field trips etc., and facilitate access to required classrooms, etc.

Qualifications: This position requires flexibility in work hours depending on Galaviz Charter School activities and a minimum of thirty (30) semester hours of college and/or three (3) years of experiences in an educational setting. This position will require a bilingual person with excellent communication skills and follow through

The Secretary-Administrative Assistant will report directly to the Director of Education.

Galaviz Charter School

Job Description

Job Title: Clerical-Receptionist Aide

Duties and Responsibilities

General: Responsible for maintaining the front office procedures and networking with all appropriate personnel.

Specific Duties: The Clerical-Receptionist Clerk will:

- 1) Demonstrate excellent attendance and punctuality
- 2) Be professional in all interactions with staff, students, parents and visitors
- 3) Be responsible for all phone calls and documentation of messages
- 4) Be responsible and attentive to all walk-in traffic
- 5) Be responsible for attendance folders and assurance of timely submissions to the registrar's office by 10:30 a.m.
- 6) Be responsible for shirt and planner orders and receipts to parents
- 7) Be responsible for new student applications and copies of required documents
- 8) Be responsible for all information regarding teacher absences, class work assignments called in before 8:00 a.m.
- 9) Maintain an appointment book for parent conferences, special activities, etc.
- 10) Be responsible for radios and accurate documentation of assignments
- 11) Be responsible for any other duties assigned by supervisory staff

Qualifications: This position requires a minimum of 1-2 years of practical experience in an office-educational setting. This position requires bilingual skills.

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Juan B. Galaviz Charter School

This contract is executed between the Texas State Board of Education (the "Board") and Juan B. Galaviz ("Charter Holder") for an open-enrollment charter to operate a Texas public school.

General

1. Definitions. As used in this contract:
 - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
 - "Charter Holder" means the sponsoring entity identified in the charter application.
 - "Charter school" means the open-enrollment charter school. Charter Holder 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 Charter Holder 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 Charter Holder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charter Holder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charter Holder, its agents or employees in support of its application for charter.

3. Authority Granted by Charter. The charter authorizes Charter Holder 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. Charter Holder 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 Charter Holder may contract at fair market value for services necessary to carry out policies adopted by Charter Holder or the governing body of the charter school. Charter Holder 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, 2006, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charter Holder 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 Charter Holder 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.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 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. Charter Holder 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. Charter Holder 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. Charter Holder 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, Charter Holder must develop and offer an individualized education plan appropriate to the needs of that student.
 - (b) Free Appropriate Public Education. Charter Holder 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, Charter Holder 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, Charter Holder must, at its own expense, place the child at an appropriate school.
 - (c) Services to Expelled Students. Charter Holder 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 Charter Holder 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 Charter Holder 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. Charter Holder 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. Charter Holder 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 Charter Holder in its application for a charter, attachments, and related documents.
14. Criminal History. Charter Holder shall take prompt and appropriate measures if Charter Holder 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. Charter Holder 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. Charter Holder 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 Charter Holder 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. Charter Holder 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. Charter Holder shall adopt a school year with fixed beginning and ending dates.

Financial Management

18. Fiscal Year. Charter Holder shall adopt a fiscal year beginning September 1 and ending August 31.
19. Financial Accounting. Unless otherwise notified by the Agency, Charter Holder 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. Charter Holder 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. Charter Holder 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. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular A-133.
23. Attendance Accounting. To the extent required by the commissioner, Charter Holder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charter Holder 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 Charter Holder's compliance with the terms of the charter. Charter Holder 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, Charter Holder shall transmit to the Agency an amount equal to the requested refund. If Charter Holder 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. Charter Holder 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. Charter Holder 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. Charter Holder 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) Charter Holder; (b) an officer, director, or employee of Charter Holder or of the charter school; or (c) a person or entity having partial or complete control over Charter Holder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charter Holder 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. Charter Holder 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 Charter Holder 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. Charter Holder 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 Charter Holder 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. Charter Holder 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. Charter Holder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
33. Conflict of Interest. Charter Holder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charter Holder 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. Charter Holder 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. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter Holder, its agents, employees, and subcontractors.

36. Failure to Operate. Charter Holder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charter Holder 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. Charter Holder 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. Charter Holder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charter Holder 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 charter Holder 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 charter Holder 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 charter Holder shall be responsible for conducting inspections to ensure compliance with these specifications.

Enforcement

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. Charter Holder, 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. Charter Holder, 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 Charter Holder 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 Charter Holder’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, Charter Holder represents that it is an “eligible entity” within the meaning of Section 12.101 (a), TEC. Charter Holder shall immediately notify the Board of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this ____ day of February 2002.

Texas State Board of Education

Grace Shore
By Grace Shore, Chairman

Charter Holder

Irma Guardarrama 2-19-02
(signature/date)

Irma Guardarrama
Chairperson, Governing Board of Charter Holder

Luis R. Cano 2-14-02
(signature/date)

Luis R. Cano
Chief Operating Officer of Charter School