

Application Coversheet

Name of Proposed School to open in Fall 2006 : Harmony School of Excellence

Name of Sponsoring Entity : Cosmos Foundation Inc.

The sponsoring entity is a (Check only one.):

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

Chairperson of Governing Body of Sponsoring Entity: Oner U. Celepcikay

Chief Executive Officer of Sponsoring Entity : Oner U. Celepcikay

CEO/Superintendent of Proposed Charter School : Dr. Soner Tarim (interim)

Name of Governing Body of Sponsoring Entity
Member Who Attended an Applicant Conference : Oner U. Celepcikay

Date of Conference : 12/03/2004

Applicant Mailing Address (Not a P.O Box) : 5435 S. Braeswood Blvd. Houston, TX 77096

Physical Address of Proposed Administrative Offices, if different from above : Same

Physical Address of the Main Campus : N/A

Physical Address(es) of any Additional Campus(es): N/A

Contact Name : Dr. Soner Tarim Contact E-mail address : starim@hsatx.org

Contact Phone # : 713-729-4400 Ext. 151 Contact Fax # : 713-729-6600

Circle Grade Levels to be served: K-12 Maximum Enrollment : 850
(must include, by Year 3, at least one grade level where TAKS is administered)

Year 1: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) 9 10 11 12

Year 2: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) 10 11 12

Year 3: Pre-K3 Pre-K4 (K) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) 11 12

Will all teachers at the school be required to be certified by the State Board for Educator Certification (SBEC)? Yes No

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. In accordance with TEC §12.120, I further certify that no members of the governing body of the sponsoring entity or of the proposed charter school nor any officers or employees of the proposed school have been convicted of a misdemeanor involving moral turpitude or of any felony. I understand that incomplete applications will not be considered.

(BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity [Signature] 01/31/2005 Date Oner U. Celepcikay Printed Name

(BLUE INK) Signature of Application Preparer [Signature] 01/31/2005 Date SONER TARIM Printed Name

With what company is the application preparer associated? None Was preparer paid? Yes No

Applicant Checklist

Proposed Eleventh Generation Charter School Name

Sponsoring Entity Name

This list MUST be used by each applicant to ensure all sections of the application are included, complete, and responsive to the requirements. Sections deemed non-responsive will be marked incomplete. Any attachment without the correct document(s) will be considered incomplete. If attachments do not follow Section 11, this application will be considered incomplete.

- Coversheet
- Table of Contents
- Applicant Checklist (this checklist)

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

- 1 Statement of Need
- 2 Vision of the School
- 3 Educational Plan
- 4 Student Goals
- 5 Human Resources Information
- 6 Governance
- 7 Community Support
- 8 Geographic Boundary
- 9 Admissions Policy
- 10 Special Needs Students and Programs
- 11 Business Plan

12 Attachments (Mark to indicate that attachments are in order as indicated below.)

- (See specific requirements for each attachment in the application.)
- A Notarized Biographical Affidavits
 - B Organizational Chart
 - C 501(c)(3) Determination Letter from IRS
 - D Complete copy of Articles of Incorporation (not Certificate of Incorporation) filed with Texas Secretary of State and any amendments thereto or a comparable document if the sponsoring entity is a nonprofit corporation incorporated in another state, an institution of higher education, or a governmental entity.
 - E Complete copy of Corporate Bylaws
 - F Certificate of Incorporation (not Certificate of Amendment) from the Texas Secretary of State or a certificate or letter of status from the Texas Secretary of State. (If the sponsoring entity is an out-of-state corporation, it may submit a Certificate of Authority from the Texas Secretary of State or a document from its state of incorporation reflecting its corporate existence or status. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit, as the attachment, a statement that the certificate of incorporation is inapplicable.)
 - G Published Notice of Public Hearing
 - H Synopsis of Public Hearing
 - I Signed Certified Mail Receipt Cards
 - J Audit Report
 - K Credit Report
 - L IRS Filing
 - M Letters Indicating Sources of Private Funds or Lines of Credit, Business Arrangements or Partnerships
 - N Start-Up Budget
 - O Budget for Year One of Operation
 - P Negotiated Service Agreement
 - Q Negotiated Lease Agreement

Items are checked to indicate their inclusion in proper order in all copies submitted to TEA as verified by the following:

Name of Preparer (Typed)

Name of CEO of Sponsoring Entity (Typed)

Signature of Preparer

Date

Signature of CEO of Sponsoring Entity

Date

Verified Conference Attendance

Date: 12/3/04

SAS A529-05
RFA 701-04-034

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Applicant Checklist

Harmony School of Excellence
Proposed Eleventh Generation Charter School Name

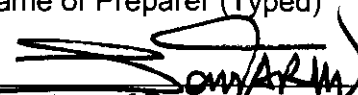
COSMOS FOUNDATION INC.
Sponsoring Entity Name

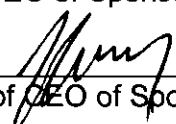
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Soner Tarim, Ph.D.
Name of Preparer (Typed)

Signature of Preparer 1/31/05
Date

Oner U. Celepcikay
Name of CEO of Sponsoring Entity (Typed)

Signature of CEO of Sponsoring Entity 1/31/05
Date

**Application for
an Eleventh Generation
Open-Enrollment Charter School**

**Sections to be Scored
by
External Review Panel**

Important note to the reviewer: *The following terms are used interchangeably in this application.*

“Sponsoring entity” means the Cosmos Foundation Inc. (Charter Holder);

“Foundation” means the Cosmos Foundation Inc.;

“School” means Harmony School of Excellence (the proposed school); and

“Board of Directors” mean board members of the Cosmos Foundation Inc.

1. Statement of Need

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

The sponsoring entity, the Cosmos Foundation Inc., has been operating three successful open enrollment charter schools serving students in grades 6 through 12 in major cities of the State of Texas. The Board of Directors of the Cosmos Foundation established its first open enrollment charter school, Harmony Science Academy-Houston, in Houston, Texas in August 2000. Harmony Science Academy-Austin, the second school, was established in Austin, Texas in 2002, and finally the third location, Harmony Science Academy-Dallas, was established in Dallas, Texas in 2004. Recently, the Cosmos Foundation was granted to open an elementary school as a tenth generation charter school in Houston. Harmony Elementary is intended to be a feeder school to the existing Houston campus and is scheduled to open its doors in the 2005-2006 school year.

Harmony Science Academies are college preparatory charter schools. A strong emphasis is placed on mathematics, science, and computer applications on our campuses. Over 85 percent of population of each campus is made up of minorities. Nearly 60 percent of each campus is also made up of economically disadvantaged and at-risk students. An exceptionally high quality education is being delivered to over 850 students in grades 6 through 12 on all three campuses. Currently, Harmony Science Academy-Houston (HSA-Houston) was rated as a Texas Exemplary School and Harmony Science Academy-Austin (HSA-Austin) was rated as a Texas Recognized School. Because Harmony Science Academy-Dallas (HSA-Dallas) has been in operation for six months, it has not been rated. Based on the performance of HSA-Houston and HSA-Austin, we anticipate that HSA-Dallas will be exemplary in the following year.

Students on the Houston and the Austin campuses received numerous awards, certificates, and acknowledgement from various educational organizations including Texas Education Agency Gold Performance Award in Reading and in Social Studies. Due to the success of the HSA-Houston, Mr. Bill White, Mayor of City of Houston, proclaimed Dec 4th, 2004 as Harmony Science Academy Day in Houston.

The success of our model program has drawn attention from regional education service centers, university professors, as well as private and governmental entities. Based on the encouragement of these organizations and demand from local communities, business owners, and parents, the Board of Directors of the sponsoring entity would like to open a K-12 school (named Harmony School of Excellence) with similar goals and programs in another part of Houston. The proposed school will be the foundation's first site to have all grades combined. We believe that our dedication, experience, expertise, and resources on our current campuses will enable us to serve more students and their families in the State of Texas.

Harmony Science Academies staff and faculty will share experience and know-how with the teachers at this proposed location via a strong network comprised of superintendents, principals, administrators, teachers, parents, and students. Each campus will join efforts in pursuing similar student goals with the highest expectations, while seeing to the local needs of the population in El Paso, TX.

There is a limited number of schools in the Houston area that offer a comprehensive college preparatory program emphasizing science and technology. Harmony School of Excellence (HSE) will strive to play a role in satisfying this need. Representatives from Rice University, University of Houston, Houston Baptist University and University of St. Thomas, as well as other institutions of higher learning currently offer comprehensive programs in science and technology. HSE will offer programs to develop the necessary skills for its students to enroll in Science and Engineering departments in the country; to compete in the increasingly demanding workplace of science and technology; and to contribute to the long-term economic development of the region.

Table 1.1 compares the achievements of all students in Region IV ESC with those in the State of Texas and HSA-Houston. This table clearly depicts that Harmony schools can serve students with a high achieving and rigorous academic program.

Table 1.1. TAKS Met Standard (Sum of All Grades)-2004

Indicator	Texas	Region 4	HSA-Houston
ELA/Reading	85%	86%	95%
Mathematics	76%	77%	95%
Writing	91%	91%	95%
Science	72%	73%	98%
Soc Studies	91%	91%	99%
All Tests	68%	68%	91%

Source: TEA AEIS 2003-04 Region Performance Report.

SAT and ACT results are summarized in Table 1.2 for the State of Texas and Region 4 (Houston). Less than 32.0% of students of Region 4 scored above the critical SAT and ACT score. The mean SAT score is 1004 which is below the 1026 average for the United States. This less than average performance means that the majority of students do not receive a college preparatory education. Percentages of students tested given in Table 1.2 also shows the students of the region need stronger encouragement and motivation for Higher Education Programs.

Table 1.2. SAT/ACT Results

Tested	Texas	Region 4
Class of 2003	62.4%	64.7%
Class of 2002	61.9%	63.9%
At/Above Criterion		
Class of 2003	27.2%	31.5%
Class of 2002	26.6%	30.6%
Mean SAT Score		
Class of 2003	989	1004
Class of 2002	986	1001
Mean ACT Score		
Class of 2003	19.9	20.3
Class of 2002	20.0	20.3

Source: TEA AEIS 2003-04 Region Performance Report.

One of the major challenges educators face in today's climate is getting the parents more involved in their children's education. On the other hand, there are those parents who have difficulty seeing how they can actively contribute to educational systems. This point is particularly poignant in large school districts. Although new innovative strategies and techniques are required to enable effective parental involvement in the educational system, teachers and administrators at Harmony campuses have gained the experience to empower parents with the ability to help their children succeed.

The faculty and staff of HSA-Houston are actively collaborating with local universities and community colleges on behalf of their students. Thus the idea of a new school, Harmony School of Excellence in Houston has been welcomed by many professors and students of Rice University, University of Houston, Houston Baptist University, and University of St. Thomas.

The board members are proposing to open a K-12 school in Houston. Since HSA-Houston serves Southwest Houston, the proposed Harmony School of Excellence will serve the needs of students and parents in another part of the Greater Houston area.

HSE will be a driving force for the minority population in math, science, and computer technology. HSA-Houston, with its more than 80% minority population, has encouraged many students to reach academic excellence through academic competitions by promoting student participation in Science Fairs and Olympiads. In 2003, nine of our students placed first in the Houston Science and Engineering Fair. The proposed school will implement a sound science program in which students will attend science fairs, olympiads, and other competitions.

There is a serious need for instilling moral values in students at our schools. The school plans to implement a campus-wide Character Education Program that will help our students build unshakable character and the personal and professional skills needed for future leadership. Students at HSE will be encouraged to take responsibility for their actions, seek role models and develop into good citizens with high ethical and moral values. Parents will be regularly informed about the Character Education Program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Students will also meet and interact with professionals during Career Days and develop an early inclination toward success for their future aspirations.

There is a need for strong parent/teacher/student relationships. We strongly believe that establishing a positive relationship with students' families is an important tool in school reform, particularly in low-income, urban districts where educators traditionally struggle to build parent involvement. Home visits help establish rapport between parents and teachers. During home visits, teachers discuss student progress, school programs and planning; and parents provide invaluable feedback and input; thus students improve both academically and socially. Teachers and administrators at Harmony Science Academies have been conducting home visits for the past four years. Home visits are integral part of our educational program and we believe that home visits contribute greatly to our success.

Students at HSE will have an extended Health Curriculum that will involve Nutrition, Health and Fitness. Students will be educated on healthy and safe nutritional habits in our course in order to develop a fit and healthy generation.

Integration of technology into various curricula has been an ambitious goal in schools. HSE will serve as a unique school in the region where technology is widely and scientifically used as a student-oriented learning tool.

One of the priorities in schools today is the safety of students. Parents are looking for a small campus where they can leave their child or teenager in a safe and nurturing environment. While the *community is suffering in both the short and long run from the violence that may occur in and around large schools*, Harmony Schools are committed to standing against any and all threats by forming a safe campus environment through ongoing monitoring and supplemental supervision for the students. As a small sized campus, HSE will have the secure and conducive learning environment that parents hope to find.

The demographic structure of the proposed school location is diverse. Our school officials believe that *our students will gain invaluable life long experience from a Multicultural Awareness and Diversity Program*. The diverse student body will be an element at HSE and students will learn how to interact, share and empathize with their diverse peers. Time-honored values for education and family are strong among a multitude of families. HSE will meet this need and will share those values.

Students in our schools benefit from being taught the significance of giving back to community. Parents and students are actively involved in the community service program at Harmony Schools and *reach out to the community as the community in turn adopts ideas and contributes to the school*.

ELEMENTARY GRADES

Scientific studies indicate that elementary school lays the foundation for a rigorous secondary curriculum. A need for improvement in the subject area of reading in our schools has inspired the board members of the Cosmos Foundation to open the proposed school with elementary grades and continue to build on the intrinsic components of elementary education during the middle and secondary school years.

The elementary school component of HSE will emphasize Reading, Mathematics, Science and Geography and follow a cross-disciplinary approach that will allow for the integration of art and technology into these core areas. Elementary students will work on science fair projects, art portfolios, and presentation skills to increase their understanding of concepts and self-efficacy.

Harmony School of Excellence will serve as a model in the area where technology will be widely and scientifically used as a student-oriented learning tool. The school will have computer labs and Multimedia Computer Labs where students will be able to use multimedia and the internet as part of a lesson plan in the core subject areas. The foundation strongly believes that exposure to technology at a young age is essential for elementary school students.

HSE also aims to meet the needs of diverse populations whose values for education and family are strong. *The school will have a bilingual atmosphere and Spanish will be offered to all students starting in the 4th grade*. Students will work in small groups on cultural projects that will facilitate their understanding of the Hispanic and Latino culture.

SECONDARY GRADES

Although recent employment trends point to the need for technicians with less than a college degree, the demand for professionals with a strong math, science and technology background outpaces many other non-technical careers. According to the Department of Labor, the percentage of unskilled jobs in the labor market has currently dropped to 15%, while the percentage of skilled jobs has increased to 65%. The state of Texas has one of the highest dropout rates in the nation. 13% of all residents of Texas between sixteen-years old and nineteen-years old are not enrolled in school and are not high school graduates. Attracting young people to attend high schools, and giving them the motivation to

pursue their academic goals in a college by preparing them for higher education is one of the aims of HSE.

According to national statistics, minorities and women are still underrepresented (about 10%) in the high-tech and science careers. HSE will focus its efforts on becoming a vehicle for minorities and women to select and succeed in rigorous programs of studies and careers based on the sciences.

Most middle and high school students are not aware of the opportunities to compete in global math and science competitions (i.e., science and math olympiads). HSE will raise students' awareness and begin the process of guiding them toward developing skills and the desire to compete at the highest level.

Students in middle and high school will be introduced to research methods. HSE students will be asked to complete a science project every year. This research effort will be an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students will have the opportunity to work on advanced projects under the supervision of college professors and students. Students in our schools need and can greatly benefit from this type of exposure.

The Character Education and Teen Leadership programs will meet the need for instilling ethical and moral values in our children and will develop leadership skills in our youth. HSE plans to implement a campus-wide Teen Leadership Program that will help our students build great character, exemplary personalities, and skills for future leadership.

The Career Education Program will address the needs of middle and high school students by helping them learn more about themselves, the corporate world, and various professions in order for students to make the perfect match. In the Career and Technology, students will be guided to follow different tracks such as business, health, technology, trade, etc.

b) Explain why the charter school model is appropriate.

The charter school model allows room for flexibility, creativity, and fine tuning in school policies, curriculum, and management based on local needs. While keeping state standards and benchmarks as a guiding tool, charter schools can implement additional programs to meet the individualized needs of their students, parents and teachers. The small classroom and school size helps to maintain a low faculty:student ratio (1:15) to achieve certain performance goals.

Charter schools provide alternatives for parents, especially for those who would like their children to be educated with an orientation in a particular subject area. Because of its small size and friendly environment, a charter school will draw parents to school in larger numbers more than a traditional public school. Specifically, charter schools offer parents more options to participate in an academic setting in a more dynamic manner.

The educational philosophy and specialized mission of charter schools will foster an entrepreneurial spirit that will create a productive educational community. The flexible curriculum will allow a successful implementation and evaluation of a Character Education and Teen Leadership program on campus. The small number of students and a small sized campus will enable the administration to implement a firm discipline policy, provide supervision on campus, and avoid circumstances that jeopardize safety by applying measures to take certain precautions in an unlikely emergency situation.

In a charter school environment, school officials are able to educate and guide our parents on how to develop a positive attitude and approach towards their children, how to communicate and interact with their children more effectively, and how to manage their children's natural transformation and development.

The open-enrollment policy of the charter school will support equity in education by allowing a diverse representation of students from urban, suburban, and rural communities regardless of race, religion, gender, nationality, etc. A charter school may draw students from nearby school districts as well as other diverse geographical areas. The implementation of a variety of special programs such as a Gifted and Talented Program, ESL, Special Education, and Career and Technology on the same campus will serve the needs of a diverse student population who will interact with and benefit from each other. Special and individualized programs will create a mini multicultural community with early awareness and acceptance of diversity.

Charter schools can create a community by involving parents, neighbors, non-profit organizations, and private businesses in the education of our students. By accepting students from any school zone, this community will have no geographical, socio-economical, cultural, or ethnic boundaries.

The Harmony School Network comprised of separate charters will support each other continually towards achieving excellent standards in education. Each Harmony campus will create an interactive learning community dedicated to a similar mission. Students, teachers, and parents in different cities will form a school spirit, exchange views, and benefit from this relationship through workshops, seminars, field trips, and online communication.

2. Vision of the School

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

The mission of Harmony School of Excellence is to prepare students for academic success in their future education, enable students to have a broad spectrum of options for their future endeavors, and to prepare them to be effective, responsible, and productive citizens.

The educational philosophy of HSE is that school exists for the welfare and dignity of the child. Education at HSE is student-centered and each child is recognized as a unique individual with unique interests, needs, and abilities.

HSE aims to develop responsive, productive, and civic-minded youth by inspiring them to follow their dreams while making the world a better place for themselves and others. HSE is focused on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. The purpose of HSE is to foster productive attitudes toward work, family, and community. When students have a positive attitude toward school, their perception of "school" transforms.

HSE strives to lead each and every student to these accomplishments by using enhanced Texas Essential Knowledge and Skill (TEKS) curriculum which is essential to future success in school and at work. TAKS skills are reinforced and reviewed to prepare students for the TAKS test. Both in-class preparation and after school TAKS instruction are provided to ensure a higher level of achievement for each student. The No Child Left Behind (NCLB) Act of 2001 will serve as a guideline in our commitment to teach every student how to reach his or her fullest potential. As part of the NCLB Act, instruction at HSE will be research based and evaluated frequently, teacher development will be a continual process, and special emphasis will be given for the Adequate Yearly Progress of each student.

Every effort will be made to humanize and personalize the environment in which students learn, and to maintain a friendly and wholesome atmosphere that encourages creative expression and a desire to acquire knowledge. The emphasis of the entire instructional program is aimed at meeting the individual needs of each student in order to allow children to develop to their fullest potential. The school establishes an atmosphere in which students develop abilities to generate new thoughts, to think analytically, to draw logical conclusions, and to express thoughts in written and verbal form. It is a function of the school to develop the well-rounded child by fostering aesthetic as well as academic growth through increased awareness and appreciation of the arts and sciences. By instilling in the student a knowledge and appreciation of one's heritage as a member of the American community, as an American citizen, and as a member of a family, the school strives to make the student aware of accountability to oneself and to others.

Since adolescents thrive in an environment of diversity, we will strive to create a diverse learning environment. Diversity is not only a motivating factor, but also an essential element in a well-rounded education. It serves as a key to success in our diverse American society, institutions of higher learning, and inter-connected global economy.

Each and every student at HSE will be regarded as a unique, valuable, and vital member of the school community. Individual attention in the form of one-on-one tutoring, intensive counseling, and

individualized goals is the key to motivating our students. Cooperation with area universities is an effective means toward enhancing the effectiveness of our tutoring system.

Multi-cultural aspects are also integrated into our curricula; not just through geography and foreign language, but within each of our subject areas. Our students are encouraged to make additional contacts with other cultures by participating in International Science and Mathematics Olympiads.

While cherishing the individual choice of each student, the school will focus on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. The school's strong academic program will reduce achievement gaps by eliminating an important cause: the insufficient mastery of basic knowledge and skills required for further academic achievement. HSE will use a variety of teaching methods to ensure mastery of appropriate skills, ideas, and knowledge for all students, regardless of race, gender, or socioeconomic background.

There are specific elements required to accomplish our vision, which include; 1) enriched curricula and authentic assessment, 2) effective school management, 3) parental involvement, 4) technology integration, 5) sound financing, 6) leadership and character development, and 7) safety.

Affective, cognitive, and linguistic needs of each student will be met; individualized and differentiated educational plans will be developed for each student and collaboration among teachers will be rigorously monitored.

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

The following educational innovations will distinguish Harmony School of Excellence from other schools.

Integration of technology into curriculum and Constructivist Learning: Another recent change in the area of learning and teaching is due to the emerging concept of human knowledge and learning that refers to cognition-based views on learning and to constructivism in particular. If constructivist principles are implemented in teaching practices, they will certainly have an effect on teachers' and students' roles. The modern concepts of learning emphasize the students' responsibility for their own learning and their active role in seeking and using information. The role of the teacher changes from being an information-transmitter into being an instructor who guides the students. This innovation is a great step towards individualizing education.

Technology will contribute to (1) student learning through involvement with authentic, challenging tasks, (2) professionalization of teachers, and (3) creation of a culture that supports learning both in the classroom and beyond the school walls.

By using a multi-sensory approach to learning, students will be provided with opportunities to learn through auditory, visual, tactile, and kinesthetic activities. Students will be guided through the process of determining which learning style is best suited to their needs.

Online Access: Parents will be able access online student grades, attendance, conduct, discipline reports, and teacher comments. The school web site will be used as a strong communication tool between school and home. The web page will be updated regularly with ongoing projects, activities, announcements, and homework logs. The school will implement a pilot online real-time classroom observation for parents via the internet.

Strong Reading and Writing Emphasis: English and ESL teachers will focus on pronunciation and spelling of vocabulary used in the school, classroom, and home. All classroom teachers and parents will be involved in and out of class in helping children overcome typical errors in English in intonation, pluralizations, grammar, tenses, etc. High school students will also be trained with Literary, Interpretative, and Creative Writing skills.

Grade Advancement Policy: The school will develop a grade advancement policy for exceptional learners who demonstrate outstanding skills in Reading and Mathematics. Acceleration of the student will allow individuals to continue his or her education at his or her own pace.

Performance Assessments: Performance assessments - also known as "alternative" or "authentic" assessments - will augment norm-referenced multiple-choice tests in all grade levels. Portfolios and presentations will be widely used.

Parental and Community Involvement: Involving parents in the activities of the classrooms, cafeteria, playground and many other extra-curricular affairs helps both students and parents to become better acquainted with the process of education. Thus they can build the understanding needed to participate in an educational system which will open and expand the horizons for them both. Parent education programs will provide information and support to parents on how to help their children's learning and development. Community-based partnerships will bring health and human service agencies together to provide more convenient, comprehensive, and sustained services to young children and families. Finally, students will be required to commit to community service hours.

Peer Tutoring, Mentoring and Counseling: HSE will use peer partnership as a positive tool. High school students will tutor elementary and middle school students in core areas. They will act as role models/mentors and facilitate group help sessions.

Guidance for teaching and support personnel: In-services will be a frequent and major part of our staff development. Each classroom teacher will be provided with a year long curriculum, benchmarks, TEKS objectives, sample lesson plans, behavioral objectives, errors alerts, and specific procedures. Teachers will be trained in team teaching as well. As part of the NCLB Act, instruction will be research based and evaluated frequently. Teacher development will be a continual process, and special emphasis will be given for the Adequate Yearly Progress of each student.

Teacher Specialization in/after 4th Grade: The elementary school will have two parts. In the early stage (classes K to 3), one classroom teacher will be assigned to each grade. The students in the upper grades (4th and 5th grade) will receive specialized subject teachers in Mathematics, Reading, Computer Science, Foreign Language, and Science.

Teachers as Homeroom Advisors: Secondary school students will be assigned a homeroom teacher who will act as an advisor, helper, and immediate guide for the student.

Character Education and Leadership development: The aims of education are to support the growth of pupils' overall personalities. The cognitive goals of education are to strengthen study skills and cognitive skills of pupils. The affective and social goals of education are met by providing socio-ethical and aesthetic education alongside with the conventional learning of facts. Keeping these in mind, a strong character education and leadership development program will be implemented at all grade levels.

Diversity: Nearly one-third of U.S. school children now come from ethnic or racial minority groups (6.3 million come from homes where English is not the primary language). Schools need effective programs to meet this growing and exciting challenge of the educational needs of America's increasingly diverse student population. A diverse and multicultural awareness program will be implemented to assist the students in reaching their goals.

Family Visits: Parent-teacher relationship will be improved by family visits. Teachers will be urged to visit students at home to inform the parents about the school and student's progress, while the parents will have an opportunity to provide the teachers with feedback and input. The Family Visit Program is an integral component of our program. About eighty percent of the parents are visited annually by the teachers at Harmony Schools.

Career Education: All students will attend an annual Career Day at HSE and meet professionals from different occupations. 8th graders and high school students will take a "Career Choices" class. The purpose of this program will be to enable students to apply the knowledge and skills needed to design personal plans for achieving their goals in college and beyond. Career Education attempts to give general information about career theories, opportunities, tests, financial aid, scholarships, and instill in the student college awareness through preparing him or her for the senior year in high school.

Cross-disciplinary learning: Students will be working on projects that require cooperative teaching efforts in Language Arts, Fine Arts, Math, Social Studies, and Science. Teachers will make cooperative lesson plans and the student product will consist of material covered in different subjects.

Multiple Intelligences: HSE will take into consideration the way children learn. Eight different intelligences are named to account for a broader range of human potential in children and adults. These intelligences are: Linguistic, Logical-mathematical, Spatial, Bodily-Kinesthetic, Musical, Interpersonal, Intrapersonal, and Naturalist. Teachers will present their lessons in a wide variety of ways using text, story-telling, visuals, multimedia, music, cooperative learning, art activities, role play, field trips, inner reflection, and much more. Each child will have the opportunity to learn in ways that harmonious with their unique minds.

Counseling Services: Counseling services will follow the Texas Program Development Guide which includes preventive and crisis counseling, group guidance and counseling, evaluation of counseling services, involvement of all staff in counseling, and parental and community involvement. HSE counseling program will be structured to consist of a guidance curriculum, preventive services, individual counseling, group counseling, and support.

Digital Art Program: The Fine Arts program will be integrated with technology at HSE. With the growing availability of technologies of interactivity and Internet access, we see new interactive and online artforms. Students will take classes in graphic design, web design, multimedia, animation, photography, digital drawing, video production, media arts, studio art, and etc. HSE aims to be a leader in incorporating digital technologies in the arts across its academic programs.

Participation in Contests: Students in the gifted and talented and the standard program will be encouraged to participate in local, statewide, national and international competitions. This will keep the students engaged and excited about learning. Some of these competitions are UIL, Science Fair, Science Olympiad, Math League, Math Counts, History Fair, Science Bowl, and Art Exhibitions.

Out of State and Europe Trip: HSE will organize out of state and Europe Trips every year to different sites in Europe. Existing Harmony Schools have been doing similar trips. Through our program,

Harmony Students have already visited Holland, Germany, France, and Belgium. International trips are rewarding activities that expose students to different cultures, natural beauties, and historical places and promote learning and interaction. The trip will help students explore diversity, multiculturalism, dialogue, and tolerance.

3. Education Plan

- a) Describe the scope and sequence of the proposed education program, including special education and bilingual/English as a second language (ESL). Address each grade level the school will serve and include the ways that the school will incorporate the Texas Essential Knowledge and Skills (TEKS). See the following web page for additional information: <http://www.tea.state.tx.us/rules/tac/index.html>.

The scope and sequence of the proposed educational programs, including special education and bilingual education, addressing each grade level and their alignments to the TEKS are listed on the following pages in two sub-sections for K-5 and 6-12 separately:

SCOPE AND SEQUENCE K-5

MATHEMATICS

MATHEMATICS GRADE K

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Numbers	K.1A, K.1B, K.1.C
	Order	K.2A, K.2B
	Fractions	K.3A, K.3B
	Addition and Subtraction	K.4A
Patterns/Relationship/Algebraic Thinking	Patterns	K.5A, K.6A, K.6B
Geometry and Spatial Reasoning	Position of Objects	K.7A
	Attributes	K.8A, K.8B, K.8C
	Shapes/Solids	K.9A, K.9B, K.9C, 1.6B
	Position of Objects	K.7B
Underlying Processes and Mathematical Tools	Underlying Processes and Mathematical Tools	K.13A, K.13B, K.13C, K.13D, K.14A, K.14B, K.15A
Measurement	Length/Weight/Capacity	1.7A, K.10A, K.10B
	Time and Temperature	K.11.A, K.11B, K.11C, K.11D
Probability and Statistics	Graphs	K.12A, K12.B

MATHEMATICS GRADE 1

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Whole Numbers/Describe/Compare	1.1A, 1.1B, 1.1C, 1.1D
	Patterns	1.4A, 1.5A, 1.5C
	Addition and Subtraction	1.3A, 1.3B, 2.3A, 2.3B
	Fractions	1.2A, 1.2B
Underlying Processes and Mathematical Tools	Underlying Processes and Mathematical Tools	1.11A, 1.11B, 1.11C, 1.11D, 1.13A, 1.12A
Measurement	Length/Weight/Capacity	1.7A, 1.7B
Geometry and Spatial Reasoning	Time and Temperature	1.8A, 1.8B, 1.8C
	Attributes	1.6A, 1.6B, 3.9A, 3.9B, 3.9C
	Length/Weight/Capacity	1.7A, 1.7B
Probability and Statistics	Probability and Statistics	1.9A, 1.9B, 1.10A

MATHEMATICS GRADE 2

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Place Value	2.1A, 1.1B
	Addition and Subtraction	2.3A, 2.3B, 2.3C
	Rounding and Estimation	
	Multiplication and Division	2.4A, 2.4B
	Operations/Justify Solutions	1.3A
Patterns/Relationships/Algebraic Thinking	Patterns in Numbers and Operations	2.5A, 2.5B, 2.5C, 2.5D, 1.5B, 1.5C
	Patterns/Relationships/Predictions	2.6A, 2.6B, 2.6C
Underlying Processes and Mathematical Tools	Underlying Processes and Mathematical Tools	2.12A, 2.12B, 2.12C, 2.12D, 2.13A, 2.13B, 2.14A
Measurement	Length/Weight/Capacity	2.9A, 2.9B, 3.11B, 1.7B
	Time and Temperature	2.10A
Geometry and Spatial Reasoning	Attributes	2.9C, 2.10B
	Congruence/Symmetry	2.7A, 2.7B, 2.7C, 3.9A, 3.9B, 3.9C, 1.6C
	Fractions	2.2A, 2.2B
	Points on a Line	2.8A
Probability and Statistics	Data Organization/Interpretation/Problem-Solving	2.11A, 2.11B, 2.11C

MATHEMATICS GRADE 3

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Place Value	3.1A, 3.1B, 3.1C
	Addition and Subtraction	3.3A, 3.3B,
	Rounding and Estimation	3.5A, 3.5B
	Multiplication and Division	3.4A, 3.4B, 3.4C, 4.4A, 4.4B
	Fractions	3.2A, 3.2B, 3.2C, 3.2D,
	Operations/Justify Solutions	4.2C, 4.2D, 4.1B
Patterns/Relationships/Algebraic Thinking	Patterns	3.6A, 3.6B, 3.6C, 3.7A, 3.7B
Underlying Processes and Mathematical Tools	Underlying Processes and Mathematical Tools	3.15A, 3.15B, 3.15C, 3.15D, 3.16A, 3.16B, 3.17A, 3.17B
Measurement	Time and Temperature	3.12A, 3.12B
	Length and Area	3.11A, 3.11B, 3.11C
	Weight and Capacity	4.11A, 4.11B
	Application of Concepts	3.13A
Geometry and Spatial Reasoning	Geometric Vocabulary	3.8A, 4.8C
	Attributes	
	Congruence/Symmetry	3.9A, 3.9B, 3.9C
	Points on a Line	3.10A
Probability and Statistics	Data Organization/Interpretation/Problem-Solving	3.14A, 3.14B, 3.14C

MATHEMATICS GRADE 4

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Place Value	4.1A, 4.1B, 3.1C, 5.1A, 5.1B
	Addition and Subtraction	4.3A, 4.3B
	Rounding and Estimation	4.5A, 4.5B
	Multiplication and Division	4.4A, 4.4B, 4.4C, 4.4D, 4.4E, 3.4B, 3.4C, 5.3C, 5.3D, 5.3E
	Fractions	4.2A, 4.2B, 4.2C, 4.2D, 3.2C, 5.2C
Patterns/Relationships/Algebraic Thinking	Patterns	4.6A, 4.6B, 4.6C, 4.7A, 3.6A, 3.6B, 5.5B, 5.5C
Underlying Processes and Mathematical Tools	Underlying Processes and Mathematical Tools	4.14A, 4.14B, 4.14C, 4.14D, 4.15A, 4.15B, 4.16A, 4.16B
Geometry and Spatial	Geometric Vocabulary	4.8A, 4.8B, 4.8C

Reasoning/Measurement	Attributes	
	Congruence/Symmetry	4.9A, 4.9B, 4.9C
	Points on a Line	4.10A
Probability and Statistics	Probability Experiment	4.13A, 4.13B, 3.14A, 3.14B, 3.14C, 5.13A, 5.13B, 5.13C
	Data Organization/Interpretation/Problem Solving	4.13C

MATHEMATICS GRADE 5

TEKS Subject	Lesson	TEKS Objective
Number/Operation/Quantitative reasoning	Place Value	5.1A, 5.1B
	Rounding and Estimation	5.4A, 5.4B
	Multiplication and Division	
	Fractions	5.2A, 5.2B, 5.2C
	Operations/Justify Solutions	5.3A, 5.3B, 5.3C, 4.4C, 6.2A, 6.2B
	Rational Numbers	5.3D, 5.3E, 6.1D
	Generalizations	5.5A, 5.5B, 5.5C
	Relationships/Real-Life/Mathematics	5.6A
	Unknowns in Equations	
Patterns/Relationships/Algebraic Thinking	Underlying Processes and Mathematical Tools	5.14A, 5.14B, 5.14C, 5.14D, 5.15A, 5.15B, 5.16A, 5.16B
	Volume	5.10A, 5.10B
	Application of Concepts	5.11A, 5.11B
	Attributes	5.7A, 5.7B
Underlying Processes and Mathematical Tools	Geometric Vocabulary	6.6A, 6.6C
Measurement	Transformations	5.8A, 5.8B
	Coordinate Geometry	5.9A
Geometry and Spatial Reasoning	Data Organization/Interpretation/Problem Solving	5.13A, 5.13B, 5.13C
	Probability Experiment	5.12A, 5.12B

ENGLISH LANGUAGE ARTS AND READING

ENGLISH LANGUAGE ARTS AND READING - GRADE 1

TEKS Subject	Lesson	TEKS Objective
Reading	Phonological Awareness	1.6A, 1.6B, 1.6C, 1.6D, 1.6E, 1.6F
	Word Identification	1.8A, 1.8B, 1.8C, 1.8D, 1.8E, 1.8F, 1.8G
	Vocabulary Development	1.11A, 1.11B, 1.11C
	Comprehension	1.12A, 1.12B, 1.12C, 1.12D, 1.12E, 1.12F, 1.12G
	Literary Response	1.13A, 1.13B, 1.13C, 1.13D, 1.13E
	Culture	1.16A, 1.16B
	Print Awareness	1.15A, 1.15B, 1.15C, 1.15D, 1.15E, 1.15F, 1.15G, 1.15H, 1.15I, 1.15J, 1.15K
	Letter-Sound Relationships	1.7A, 1.7B, 1.7C, 1.7D, 1.7E, 1.7F, 1.7G
	Fluency	1.9A, 1.9B, 1.9C, 1.9D
	Text Structures/Literary Concepts	1.14A, 1.14B, 1.14C, 1.14D, 1.14E, 1.14F, 1.14G, 1.14H, 1.14I
	Variety of Texts	1.10A, 1.10B
	Inquiry/Research	1.15A, 1.15B, 1.15C, 1.15D, 1.15E, 1.15F
Listening/Speaking	Purposes	1.1A, 1.1B, 1.1C, 1.1D, 1.1E, 1.1F
	Knowledge of Culture	1.2A1.2B
	Audiences/Oral Grammar	1.3A1.3B, 1.3C, 1.3D, 1.3E
	Communication	1.4A, 1.4B, 1.4C, 1.4D,
Writing	Purposes	1.18A, 1.18B, 1.18C, 1.18D, 1.18E, 1.18F
	Penmanship/Capitalization/Punctuation	1.17A, 1.17B, 1.17C, 1.17D, 1.17E, 1.17F, 1.17G
	Spelling	1.20A, 1.20B, 1.20C, 1.20D, 1.20E
	Grammar/Usage	1.21A, 1.21B
	Processes	1.19A, 1.19B, 1.19C, 1.19D, 1.19E, 1.19F
	Inquiry/Research	1.23A, 1.23B
	Evaluation	1.22A, 1.22B, 1.22C

ENGLISH LANGUAGE ARTS AND READING – GRADE 2

TEKS Subject	Lesson	TEKS Objective
Reading	Vocabulary Development	2.8A, 2.8B, 2.8C, 1.8D
	Comprehension	2.9A, 2.9B, 2.9C, 2.9D, 2.9E, 2.9F, 2.9G, 2.9H, 2.9I
	Fluency	2.6A, 2.6B, 2.6C, 2.6D, 2.6E, 1.13A
	Variety of Texts	2.7A, 2.7B, 2.7C
	Word Identification	2.5A, 2.5B, 2.5C, 2.5D, 2.5E, 2.5F, 2.5G, 2.5H, 1.7D
	Literary Response	2.10A, 2.10B
	Text Structures/Literary Concepts	2.11A, 2.11B, 2.11C, 2.11D, 2.11E, 2.11F, 2.11G, 2.11H, 2.11I, 2.11J
	Inquiry/Research	2.12A, 2.12B, 2.12C, 2.12D, 2.12E, 2.12F, 2.12G, 2.12H
	Culture	2.13A, 2.13B
Listening/Speaking	Purposes	2.1A, 2.1B, 2.1C, 2.1D, 2.1E, 2.1F
	Knowledge of Culture	2.2A, 2.2B
	Audiences/Oral Grammar	2.3A, 2.3B, 2.3C, 2.3D, 2.3E
	Communication	2.4A, 2.4B, 2.4C
	Literary Responses	2.10A
Writing	Purposes	2.14A, 2.14B, 2.14C, 2.14D
	Penmanship/Capitalization/Punctuation	2.15A, 2.15B, 2.15C, 2.15D
	Spelling	2.16A, 2.16B, 2.16C, 2.16D
	Grammar/Usage	2.17A, 2.17B, 2.17C, 2.17D
	Processes	2.18A, 2.18B, 2.18C, 2.18D, 2.18E, 2.18F
	Inquiry/Research	2.20A, 2.20B, 2.20C, 2.20D, 2.12G
	Evaluation	2.19A, 2.19B, 2.19C, 2.19D, 2.19E

ENGLISH LANGUAGE ARTS AND READING – GRADE 3

TEKS Subject	Lesson	TEKS Objective
Reading	Vocabulary Development	3.8A, 3.8B, 3.8C, 3.8D
	Comprehension	3.9A, 3.9B, 3.9C, 3.9D, 3.9E, 3.9F, 3.9G, 3.9H, 3.9I, 3.9J, 3.9K
	Fluency	3.6A, 3.6B, 3.6E, 3.6C, 3.6D
	Variety of Texts	3.7A, 3.7B, 3.7C
	Word Identification	3.5A, 3.5B, 3.5C, 3.5D, 3.5E, 3.5F
	Literary Response	3.10A, 3.10B, 3.10C, 3.10D

	Text Structures/Literary Concepts	3.11A, 3.11B, 3.11C, 3.11D, 3.11E, 3.11F, 3.11G, 3.11H, 3.11I, 3.11J
	Inquiry/Research	3.12B, 3.12C, 3.12D, 3.12E, 3.12F, 3.12G, 3.12H, 3.12J
	Vocabulary Development	3.8C, 3.8D
Listening/Speaking	Purposes	3.1A, 3.1B, 3.1C, 3.1D, 3.1E, 3.1F
	Knowledge of Culture	3.2A, 3.2B
	Audiences/Oral Grammar	3.3A, 3.3B, 3.3C, 3.3D, 3.3E
	Communication	3.4A, 3.4B, 3.4C
	Culture	3.13A, 3.13B
Writing	Purposes	3.14A, 3.14B, 3.14C
	Penmanship/Capitalization/Punctuation	3.15A, 3.15B
	Spelling	3.16A, 3.16B, 3.16C, 3.16D, 3.16E, 3.16F, 3.16G, 3.16H
	Grammar/Usage	3.17A, 3.17B, 3.17C, 3.17D, 3.17E
	Processes	3.18A, 3.18B, 3.18C, 3.18D, 3.18E, 3.18F
	Inquiry/Research	3.20A, 3.20B, 3.20C, 3.20D
	Evaluation	3.19A, 3.19C, 3.19B, 3.19D, 3.19E

ENGLISH LANGUAGE ARTS AND READING – GRADE 4

TEKS Subject	Lesson	TEKS Objective
Reading	Word Identification	4.6A, 4.6B, 4.6C
	Fluency	4.7A, 4.7B, 4.7C, 4.7D, 4.7E, 4.7F
	Variety of Texts	4.8A, 4.8B, 4.8C
	Vocabulary Development	4.9A, 4.9B, 4.9C, 4.9D, 4.9E
	Comprehension	4.10A, 4.10B, 4.10C, 4.10D, 4.10E, 4.10F, 4.10G, 4.10H, 4.10I, 4.10L, 4.10J, 4.10K
	Text Structures/Literary Concepts	4.12A, 4.12B, 4.12C, 4.12D, 4.12E, 4.12F, 4.12G, 4.12H, 4.12I
	Literary Response	4.11A, 4.11B, 4.11C, 4.11D
	Inquiry/Research	4.13A, 4.13B, 4.13C, 4.13D, 4.13E, 4.13F, 4.13G, 4.13H
	Culture	4.14A, 4.14B, 4.14C
Listening/Speaking	Purposes	4.1A, 4.1B, 4.1C
	Critical Listening	4.2A, 4.2B, 4.2C, 4.2D
	Knowledge of Culture	4.4A, 4.4B, 4.4C
	Audiences	4.5A, 4.5B, 4.5C, 4.5D, 4.5E, 4.5F

	Appreciation	4.3A, 4.3B, 4.3C
Writing	Purposes	4.15A, 4.15B, 4.15C, 4.15D, 4.15E, 4.15F
	Penmanship/Capitalization/Punctuation	4.16A, 4.16B
	Grammar/Usage	4.18A, 4.18B, 4.18C, 4.18D, 4.18E, 4.18F, 4.18G, 4.18H
	Processes	4.19A, 4.19B, 4.19C, 4.19D, 4.19E, 4.19F, 4.19G, 4.19H, 4.19I
	Evaluation	4.20A, 4.20B, 4.20C, 4.20D, 4.20E
	Spelling	4.17A, 4.17B, 4.17C, 4.17D
	Inquiry/Research	4.21A, 4.21B, 4.21C, 4.21D, 4.21E, 4.21F
	Interpretation	4.23A, 4.23B, 4.23C
	Connections	4.22A, 4.22B
	Analysis	4.24A, 4.24B
	Production	4.25A, 4.25B

ENGLISH LANGUAGE ARTS AND READING – GRADE 5

TEKS Subject	Lesson	TEKS Objective
Reading	Word Identification	5.6A, 5.6B, 5.6C
	Fluency	5.7A, 5.7B, 5.7C, 5.7D, 5.7E, 5.7F
	Variety of Texts	5.8A, 5.8B, 5.8C
	Vocabulary Development	5.9A, 5.9B, 5.9C, 5.9D, 5.9E
	Comprehension	5.10A, 5.10B, 5.10C, 5.10D, 5.10E, 5.10F, 5.10G, 5.10H, 5.10I, 5.10J, 5.10K, 5.10L
	Text Structures/Literary Concepts	5.12B, 5.12F, 5.12G, 5.12E, 5.12C, 5.12J, 5.12H, 5.12I
	Literary Response	5.11A, 5.11B, 5.11C, 5.11D, 5.12A
	Inquiry/Research	5.13A, 5.13B, 5.13C, 5.13D, 5.13E, 5.13F, 5.13G, 5.13H
	Culture	5.14A, 5.14B, 5.14C
Listening/Speaking	Purposes	5.1A, 5.1B, 5.1C
	Critical Listening	5.2A, 5.2C, 5.2B, 5.2D
	Knowledge of Culture	5.4A, 5.4B, 5.4C
	Audiences	5.5A, 5.5B, 5.5C, 5.5D, 5.5E, 5.5F
	Appreciation	5.3A, 5.3B, 5.3C
Writing	Purposes	5.15A, 5.15B, 5.15C, 5.15D, 5.15E, 5.15F
	Penmanship/Capitalization/Punctuation	5.16A, 5.16B
	Grammar/Usage	5.18A, 5.18B, 5.18C, 5.18D,

		5.18E, 5.18F, 5.18G, 5.18H
	Processes	5.19A, 5.19B, 5.19C, 5.19D, 5.19E, 5.19F, 5.19G, 5.19H
	Evaluation	5.20A, 5.20B, 5.20C, 5.20D, 5.20E
	Spelling	5.17A, 5.17B, 5.17C, 5.17D
	Inquiry/Research	5.21A, 5.21B, 5.21C, 5.21D, 5.21E, 5.21F
	Interpretation	5.23A, 5.23B, 5.23C
	Connections	5.22A, 5.22B
	Analysis	5.24A, 5.24B

SCIENCE

SCIENCE GRADE – K

TEKS Subject		Lesson	TEKS Objective
Physical Science: Interactions and Me	Science/Scientific Processes	Investigations	K.1A, K.1B
		Scientific Inquiry	K.2A, K.2B, K.2C, K.2D, K.2E
		Critical Thinking	K.3A, K.3B, K.3C
		Tools and Models	K.4A, K.4B, 1.4B
	Science/Concepts	Properties & Patterns	K.5A, K.5B, K.5C, 1.5A, 1.5B
		Systems	K.6A, K.6D
Change		K.7A	
Earth Science: Changes in Our World	Science/Scientific Processes	Investigations	K.1A, K.1B
		Scientific Inquiry	K.2A, K.2B, K.2C, K.2D, K.2E
		Critical Thinking	K.3A, K.3B, K.3C
		Tools and Models	K.4A, K.4B, 1.4B
		Properties & Patterns	K.5A, K.5B, K.5C, 1.5A, 1.5B
		Systems	K.6A
	Science/Concepts	Change	K.7A, K.7B, K.7C
	Natural World: Rocks, Soil, Water	K.10A	
The Earth & Our Environment	Science/Scientific Processes	Investigations	K.1A, K.1B
		Scientific Inquiry	K.2A, K.2B, K.2C, K.2D, K.2E
		Critical Thinking	K.3A, K.3B, K.3C
		Tools and Models	K.4A, K.4B, 1.4B
		Properties & Patterns	K.5A, K.5B, K.5C
	Science/Concepts	Systems	K.6A, K.6D, K.6E
		Change	K.7A
		Living Organisms	K.8A
	Natural World/Environment	K.10A, K.10B	
Life	Science/Scientific	Investigations	K.1A, K.1B

Science: Friends with Fur, Feathers and Flowers	Processes	Scientific Inquiry	K.2A, K.2B, K.2C, K.2D, K.2E
		Critical Thinking	K.3A, K.3B, K.3C
		Tools and Models	K.4A, K.4B, 1.4B
		Properties & Patterns	K.5A, K.5B, K.5C, 1.5A, 1.5B
		Systems	K.6A, K.6B, K.6C, K.6D

SCIENCE GRADE – 1

TEKS Subject		Lesson	TEKS Objective
Physical Science and Balance & Motion	Science/Scientific Processes	Investigations	1.1A, 1.1B
		Scientific Inquiry	1.2A, 1.2B, 1.2C, 1.2D, 1.2E
		Critical Thinking	1.3A, 1.3B, 1.3C
		Tools and Models	1.4A, 1.4B, 1.4C, 2.4A
		Properties & Patterns	1.5A, 1.5B
	Science/Concepts	Change	1.7A, 2.7A
		Systems	1.6A, 1.6C, 1.6D
		Living Organisms	1.8A, 1.8B
Sound, Light and Weather	Science/Scientific Processes	Investigations	1.1A, 1.1B
		Scientific Inquiry	1.2A, 1.2B, 1.2C, 1.2D, 1.2E
		Critical Thinking	1.3A, 1.3B, 1.3C
		Tools and Models	1.4A, 1.4B, 1.4C, 2.4A
	Science/Concepts	Change	1.7A, 1.7B, 1.7C, 2.7A
		Properties & Patterns	1.5A, 1.5B
		Systems	1.6A
		Living Organisms	1.8A, 1.9A, 1.9B
Basic Needs of Living Things	Science/Scientific Processes	Investigations	1.1A, 1.1B
		Scientific Inquiry	1.2A, 1.2B, 1.2C, 1.2D, 1.2E
		Critical Thinking	1.3A, 1.3B, 1.3C
		Tools and Models	1.4A, 1.4B, 1.4C, 2.4A
	Science/Concepts	Change	1.7A, 2.7A
		Properties & Patterns	1.5A, 1.5B
		Systems	1.6A, 1.6B
		Living Organisms	1.8A, 1.8B, 1.9A, 1.9B
Living and Nonliving Things in Our Natural World	Science/Scientific Processes	Investigations	1.1A, 1.1B
		Scientific Inquiry	1.2A, 1.2B, 1.2C, 1.2D, 1.2E
		Critical Thinking	1.3A, 1.3B, 1.3C
		Tools and Models	1.4A, 1.4B, 1.4C, 2.4A
	Science/Concepts	Properties & Patterns	1.5A, 1.5B
		Systems	1.6A, 1.6B
		Change	1.7A, 1.7C, 2.7A
		Natural World/Environment	1.10C

	Living Organisms	1.8A, 1.8B, 1.9A, 1.9B
	Natural World/Environment	1.10A, 1.10B, 1.10C

SCIENCE GRADE – 2

TEKS Subject		Lesson	TEKS Objective
Living Things Grow and Change	Science/Scientific Processes	Investigations	2.1A, 2.1B
		Scientific Inquiry	2.2A, 2.2B, 2.2C, 2.2D, 2.2E, 2.2F
		Critical Thinking	2.3A, 2.3B, 2.3C
		Tools and Models	2.4A, 2.4B
	Science/Concepts	Properties & Patterns	2.5A, 2.5B
		Systems	2.6A, 2.6B, 2.6C, 2.6D
		Change	2.7A, 2.7B
		Living Organisms	2.8A, 2.8B, 2.9A, 2.9B
	Natural World/Environment	2.10B	
Space and Weather	Science/Scientific Processes	Investigations	2.1A, 2.1B
		Scientific Inquiry	2.2A, 2.2B, 2.2C, 2.2D, 2.2E, 2.2F
		Critical Thinking	2.3A, 2.3B, 2.3C
		Tools and Models	2.4A, 2.4B
	Science/Concepts	Properties & Patterns	2.5A, 2.5B
		Systems	2.6A, 2.6B
		Change	2.7A, 2.7B, 2.7D
		Living Organisms	2.8A, 2.8B, 2.9A, 2.9B
	Natural World/Environment	2.10A, 2.10B, 3.11C, 3.11D	
Exploring Earth's Surface	Science/Scientific Processes	Investigations	2.1A, 2.1B
		Scientific Inquiry	2.2A, 2.2B, 2.2C, 2.2D, 2.2E, 2.2F
		Critical Thinking	2.3A, 2.3B, 2.3C
		Tools and Models	2.4A, 2.4B
	Science/Concepts	Properties & Patterns	2.5A, 2.5B
		Systems	2.6A, 2.6B, 2.6C, 2.6D
		Change	2.7A
		Living Organisms	2.8A, 2.8B, 2.9A, 2.9B
	Natural World/Environment	2.10B	
Exploring Matter, Energy and Motion	Science/Scientific Processes	Investigations	2.1A, 2.1B
		Scientific Inquiry	2.2A, 2.2B, 2.2C, 2.2D, 2.2E, 2.2F
		Critical Thinking	2.3A, 2.3B, 2.3C
		Tools and Models	2.4A, 2.4B
		Properties & Patterns	2.5A, 2.5B
		Systems	2.6A, 2.6B

		Change	2.7A, 2.7B, 2.7C
	Science/Concepts	Living Organisms	2.8B
		Natural World/Environment	2.10B

SCIENCE GRADE – 3

TEKS Subject		Lesson	TEKS Objective
Energy and Forces	Science/Scientific Processes	Investigations	3.1A, 3.1B
		Scientific Inquiry	3.2A, 3.2B, 3.2C, 3.2D, 3.2E
		Critical Thinking	3.3A, 3.3B, 3.3C
		Tools and Models	3.4A, 3.4B
Earth and Space	Science/Concepts	Systems	3.5A, 3.5B
		Change	3.6A
		Properties & Patterns	3.7A, 3.7B
		Investigations	3.1A, 3.1B
Interactions	Science/Scientific Processes	Scientific Inquiry	3.2A, 3.2B, 3.2C, 3.2D, 3.2E
		Critical Thinking	3.3A, 3.3B, 3.3C
		Tools and Models	3.4A, 3.4B
		Systems	3.5A, 3.5B
Plants and Animals Interact	Science/Concepts	Living Organisms	3.8A, 3.8B, 3.8C, 3.8D, 2.9A, 2.9B
		Adaptations	3.9A, 3.9B
		Likeness	3.10A, 3.10B
		Natural World/Environment	3.11A, 3.11B, 3.11C, 3.11D
Plants and Animals Interact	Science/Scientific Processes	Investigations	3.1A
		Scientific Inquiry	3.2A, 3.2B, 3.2C, 3.2D, 3.2E
		Critical Thinking	3.3A, 3.3C, 3.3D, 3.3E
		Tools and Models	3.4A, 3.4B

		Systems	3.5A, 3.5B
	Science/Concepts	Living Organisms	3.8A, 3.8B, 3.8C, 3.8D, 2.9A, 2.9B
		Likeness	3.10A, 3.10B

SCIENCE GRADE – 4

TEKS Subject		Lesson	TEKS Objective
Living Things and Ecosystems	Science/Scientific Processes	Investigations	4.1A, 4.1B
		Scientific Inquiry	4.2A, 4.2B, 4.2C, 4.2D, 4.2E, 5.2E
		Critical Thinking	4.3A, 4.3B, 4.3C, 4.3D, 4.3E
		Tools and Models	4.4A, 4.4B, 3.4A
	Science/Concepts	Systems	4.5A, 4.5B
		Change	4.6A, 4.6C
		Adaptations	4.8A, 4.8B, 4.8C
		Likeness	4.9A, 4.9B, 5.10A, 5.10B
		Past Events	4.10A, 4.10B
		Natural World/Environment	4.11C
States of Matter	Science/Scientific Processes	Investigations	4.1A, 4.1B
		Scientific Inquiry	4.2A, 4.2B, 4.2C, 4.2D, 4.2E, 5.2E
		Critical Thinking	4.3A, 4.3B, 4.3C, 4.3D, 4.3E
		Tools and Models	4.4A, 4.4B, 3.4A
	Science/Concepts	Change	4.6A
		Properties and Patterns	4.7A, 4.7B
		Past Events	4.10A, 4.10B
Earth Science	Science/Scientific Processes	Investigations	4.1A, 4.1B
		Scientific Inquiry	4.2A, 4.2B, 4.2C, 4.2D, 4.2E, 5.2E
		Critical Thinking	4.3A, 4.3B, 4.3C, 4.3D, 4.3E
		Tools and Models	4.4A, 4.4B, 3.4A
	Science/Concepts	Systems	4.5A, 4.5B
		Change	4.6A
		Properties and Patterns	4.7A
		Natural World/Environment	4.11A, 4.11B, 4.11C

SCIENCE GRADE – 5

TEKS Subject		Lesson	TEKS Objective
Variables and Matter	Science/Scientific Processes	Investigations	5.1A, 5.1B
		Scientific Inquiry	5.2A, 5.2B, 5.2C, 5.2D, 5.2E
		Critical Thinking	5.3A, 5.3D, 5.3E
		Tools and Models	5.4A, 5.4B
	Science/Concepts	Systems	5.5A, 5.5B
		Change	5.6A, 3.6A, 4.6A
		Properties and Patterns	5.7A, 5.7B, 5.7C, 5.7D
		Past Events	5.11A
Systems Interactions	Science/Scientific Processes	Investigations	5.1A, 5.1B
		Scientific Inquiry	5.2A, 5.2B, 5.2C, 5.2D, 5.2E
		Critical Thinking	5.3A, 5.3D, 5.3E
		Tools and Models	5.4A, 5.4B
	Science/Concepts	Systems	5.5A, 5.5B
		Change	5.6A, 5.6B, 5.6C
		Properties and Patterns	5.7A
		Adaptations	5.9A, 5.9B, 5.9C, 3.8A, 3.8B, 3.8C, 3.8D
		Likeness	5.10A
		Past Events	5.11A
Energy and Motion	Science/Scientific Processes	Investigations	5.1A, 5.1B
		Scientific Inquiry	5.2A, 5.2B, 5.2C, 5.2D, 5.2E
		Critical Thinking	5.3A, 5.3B, 5.3D
		Tools and Models	5.4A
	Science/Concepts	Systems	5.5A, 5.5B
		Properties and Patterns	5.7A
		Energy	5.8A, 5.8B, 5.8C, 5.8D
		Change	5.6A, 5.6B, 5.6C
Our Changing Earth	Science/Scientific Processes	Investigations	5.1A, 5.1B
		Scientific Inquiry	5.2A, 5.2B, 5.2C, 5.2D, 5.2E
		Critical Thinking	5.3A, 5.3B, 5.3C, 5.3D
		Tools and Models	5.4A
	Science/Concepts	Systems	5.5A, 5.5B
		Change	3.6B, 4.6A
		Likeness	5.10B
		Past Events	5.11A, 5.11B, 5.11C
Natural World/Environment		5.12A, 5.12B, 5.12C, 3.11A	

SOCIAL STUDIES

SOCIAL STUDIES - KINDERGARTEN

TEKS Subject	Lesson	TEKS Objective
Social Studies/Knowledge	History/Celebrations	K.1A, K.1B
	History/Historical Figures	K.2A, K.2B
	History/Time and Chronology	K.3A, K.3B
	Geography/Locations	K.4A, K.4B
	Geography/Environment	K.5A, K.5B
	Economics	K.6A,, K.6B, K.7A, K.7B
	Government	K.8A, K.8B,, K.9A, K.9B
	Citizenship	K.10A, K.10B, K.10C
	Culture	K.11A, K.11B, K12.A, K.12.B, K.12C,
	Science, Technology, and Society	K.13A, K.13B, K14A, K14B
Social Studies/Skills	Critical Thinking	K.15A, K.15B, K.15C, K.15D
	Communication Skills	K.16A, K16.B
	Problem-Solving and Decision-Making Skills	K.17A, K.17B

SOCIAL STUDIES - GRADE 1

TEKS Subject	Lesson	TEKS Objective
Social Studies/Knowledge	History/Celebrations	1.2A, 1.2B, 1.2C, 2.2D
	History/Historical Figures	1.1A, 1.1B, 1.1C
	History/Time and Chronology	1.3A, 1.3B, 1.3C
	Geography/Locations	1.4A, 1.4B, 1.5A, 1.5B
	Geography/Environment	1.2C, 1.6A, 1.6C, 1.6B
	Government	1.10A, 1.10B, 1.11A, 1.11B, 1.11C
	Citizenship	1.12A, 1.12B, 1.12C, 1.13A, 1.13B, 1.13C, 1.13D
	Culture	1.15A, 1.15B, 1.14A, 1.14B
	Science, Technology, and Society	1.16A, 1.16B, 1.16C
Social Studies/Skills	Critical Thinking	1.17A, 1.17B
	Communication Skills	1.18B
	Problem-Solving and Decision-Making Skills	1.19A, 1.19B
	Economics	1.7A, 1.7B, 1.7C, 1.8A, 1.8B, 1.8C, 1.9A, 1.9B

SOCIAL STUDIES - GRADE 2

TEKS Subject	Lesson	TEKS Objective
Social Studies/Knowledge	History/Celebrations	2.1A, 2.1B
	History/Time and Chronology	2.2A, 2.2B, 2.2C, 2.2D, 3.5A

	Sources of Information About Past	2.3A, 2.3B
	History/Historical Figures	2.4A, 2.4B, 2.4C, 8.4B
	Geography/Locations	2.6A, 2.6B, 2.6C, 2.7A, 2.7B
	Government	2.11A, 2.11B, 2.12A, 2.12B, 1.13C
	Citizenship	2.13A, 2.13B, 2.13C, 2.14A, 2.14B, 2.14C
	Culture	2.15A, 2.15B
	Geography/Geographic Tools	2.5A, 2.5B
	Geography/Environment	2.8A, 2.8B, 2.8C, 2.8D
	Economics	2.9A, 2.9B, 3.6B, 2.10A, 2.10B, 2.10C
	Science, Technology, and Society	2.16A, 2.16B
Social Studies/Skills	Critical Thinking	2.17A, 2.17B, 2.17C, 2.17D, 2.17E
	Communication Skills	2.18A, 2.18B
	Problem-Solving and Decision-Making Skills	2.19A, 2.19B

SOCIAL STUDIES - GRADE 3

Lesson	TEKS Objective
Communities	3.1A, 3.1B, 3.1C, 3.2A, 3.2B, 2.4C, 4.3E, 3.6A, 3.6B, 3.7A, 3.7B, 3.7D, 3.8A, 3.8B, 3.8C, 3.8D
History/Time and Chronology	3.3A, 3.3B, 3.3C
Geography/Environment	3.4A, 3.4B, 3.4C, 3.4D, 2.6B, 3.5A, 3.5B, 3.5C, 3.5D
Citizenship	3.10A, 3.10B, 3.10C, 3.10D, 3.11A, 3.11B, 3.11C
Culture	3.12A, 3.12B, 3.12D, 3.13A, 3.13B, 3.13C, 3.14A, 3.14B
Government	3.9A, 3.9B, 3.9C, 3.9D, 3.9E
Science, Technology, and Society	3.15A, 3.15B
Critical Thinking	3.16A, 3.16C, 3.16D, 3.16E, 3.16F
Communication Skills	3.17A, 3.17B, 3.17C
Problem-Solving and Decision-Making Skills	3.18A, 3.18B

SOCIAL STUDIES - GRADE 4

TEKS Subject	Lesson	TEKS Objective
Texas Social Studies/Knowledge	Native American Groups	4.1A, 4.1B
	Exploration/Colonization	4.2A, 4.2B, 4.2C, 4.2D, 4.2E
	Geography/Data	4.6A, 4.6B
	Geography/Concept of Regions	4.7A, 4.7B, 4.7C
	Geography/Settlement of People	4.8A, 4.8B, 4.8C, 4.8D
	Geography/Adapt and Modify Environment	4.9A, 4.9B, 4.9C
	Economics/Early Societies	4.10A, 4.10B
	Economics/Exploration/Colonization	4.11A, 4.11B
	Economics/Work/Economics Activities	4.13A, 4.13B, 4.13D, 4.13E, 4.13F

	Government/Early Development	4.15A, 4.15B, 4.16A, 4.16B
	Culture	4.20A, 4.20B, 4.20C
	Texas Revolution	4.3A, 4.3B, 4.3C, 4.3D, 4.3E
	Economics/Free Enterprise	4.12A, 4.12B, 4.12C, 4.13C
	Citizenship/Customs	4.17A
	Political, Economics, and Societal Changes	4.4A, 4.4B, 4.4C, 4.4D
	Citizenship/Democratic Process	4.17A, 4.17B, 4.17C, 4.17D, 4.18A, 4.18B, 4.18C, 4.18D, 4.19B
	Citizenship/Leadership in a Democratic Society	4.19A, 4.19B
	Twentieth Century	4.5A, 4.5B
	Economics/Work/Interdependence	4.14A, 4.14B, 4.14C
	Science, Technology, and Society	4.21A, 4.21B, 4.21C
Texas Social Studies/Skills	Critical Thinking	4.22A, 4.22B, 4.22C, 4.22D, 4.22E, 4.22F
	Communication Skills	4.23A, 4.23B, 4.23C, 4.23D, 4.23E
	Problem-Solving and Decision-Making Skills	4.24A, 4.24B

SOCIAL STUDIES - GRADE 5

TEKS Subject	Lesson	TEKS Objective
Social Studies/Knowledge	History/European Colonization	5.1A, 5.1B
	History/Political, Economic, and Social Changes	5.4G, 5.4B, 5.4C, 5.4D, 5.4E, 5.4A, 5.4F
	Geography/Geographic Tools	5.6A, 5.6B
	Geography/Concept of Regions	5.7A, 5.7B, 5.7C
	Geography/Locations	5.8A, 5.8B, 5.8C, 5.8D
	Geography/ Environment	5.9A, 5.9B, 5.9C
	Economics/Early Economic Patterns	5.10A, 5.10B
	Economics/ Work and Activities	5.14A, 5.14B, 5.14C, 5.14D, 5.14E, 5.14F
	Citizenship/Customs, Symbols, and Celebrations	5.18A, 5.18B, 5.18C, 5.18D
	Culture	5.22A, 5.22B, 5.23A, 5.23B, 5.23C
	History/Conflict/American Independence	5.2A, 5.2B, 5.2C
	Economics/Exploration/Colonization	5.11A, 5.11B
	Economics/US Free Enterprise System	5.12A, 5.12B, 5.12C
	Economics/Supply and Demand	5.13A, 5.13B
	Government/Colonial America	5.15A, 5.15B
	Citizenship/ Democratic Society	5.19C, 5.20A, 5.20B
	History/Establishment of US Government	5.3A, 5.3B
	History/20th Century in United States	5.5A, 5.5B
	Government/Declaration of	5.16A, 5.16B

	Independence/Constitution	
	Government/Framework	5.17A, 5.17B, 5.17C
	Citizenship/ Democratic Process	5.19A, 5.19B, 5.19C, 5.19D
	Citizenship/ Fundamental Rights	5.21A, 5.21B, 5.21C, 5.21D
	Science, Technology, and Society	5.24A, 5.24B, 5.24C, 5.24D, 5.24E
Social Studies/Skills	Critical Thinking	5.25A, 5.25B, 5.25C, 5.25D, 5.25E, 5.25F
	Communication Skills	5.26A, 5.26B, 5.26C, 5.26D, 5.26E
	Problem-Solving and Decision-Making Skills	5.27A, 5.27B

ESL KINDERGARTEN

By the end of Kindergarten, the student will demonstrate the following competencies at his/her level of English proficiency:

LEVEL B	LEVEL C	LEVEL D	LEVEL E	LEVEL F
tell his or her name and age; identify family and familiar school personnel, classroom objects, basic body parts, common pets, and fruits; follow simple directions involving prepositions; use regular plurals; use present tense verb "to be"; use the "-ing" form of a verb; understand and identify moods in a simple story.	identify common occupations, clothing, farm animals, and foods; express himself or herself using the simple present and present progressive tense of common verbs; understand possessive pronouns; follow simple directions involving identifying location on a page; use negatives correctly; repeat simple sentences correctly; comprehend and identify major facts of a simple story	identify modes of transportation and household items; use common weather vocabulary; understand comparatives; name the days of the week; use prepositions correctly; ask simple present tense questions; use mass nouns correctly; express himself or herself using the past, present, and future tenses; identify the main idea and descriptive or supporting details of a story or TV show; express opinions in complete sentences; comprehend and predict the outcome of a story using model auxiliaries	identify marine animals and household items; use past tense correctly; express himself or herself correctly in the present tense; ask past tense questions; discriminate differences in closely paired words; describe the main properties of common objects; retell the main facts and supporting details of a story	identify the seasons and occupations; understand and use comparatives; use superlatives correctly; use conditional tense of verbs; understand and name opposites of key words; express himself or herself correctly using past tense; express himself or herself correctly using a future form of a verb describe attributes of friendship

such as “might,
may, will”

identify the
main facts of a
story describe
a past
experience

At LEVEL A, a student can do fewer than half the skills listed in LEVEL B.

ESL GRADE 1

Chapter	Objectives	TEKS	Content Focus	Language Awareness Objectives	Learning Strategies
1 - Families	Tell who is in a family; tell what families do; tell how families change	1.4A 1.5F 1.7A 1.20B 1.11C	social studies, science, literature	Plurals, pronouns, present tense, capital letters, initial <i>f</i> , color-words	Use what you know; predict content.
2 - Growing and Changing	Tell new things children can do as they grow; tell how children and animals grow and change.	1.4A 1.11C 1.20B	social studies, science, literature	Adjectives that mean “more,” plurals, prepositions <i>in</i> and <i>on</i> , color words, proper nouns, offering to do something, typographical devices	Use picture clues; uses pictures to get meaning; recognize main idea; draw conclusions.
3 - At School	Tell how children get to school; tell what’s seen at school; name rules; tell what’s done at school.	1.3A 1.8Ci 1.3C 1.11C 1.4A 1.25B 1.6Di 1.26E	social studies, science, literature	Pronouns – <i>I</i> and <i>we</i> , days of the week, question words, <i>many</i> , contractions, initial <i>m</i> , initial <i>c/k</i> , initial <i>d</i> , greetings	Use pictures; recognize patterns; understand a process; paraphrase s/retell.
4 – Learning	Name some things done alone and some things done in a group; name things practiced at school; tell how children feel at school; tell what’s learned in school.	1.11A 1.20B	social studies, science, literature	Infinitives, verbs, verb--- can, pronouns, multiple meanings – like, <i>if</i>	Understand cause and effect; recognize repetition.
5 – Neighbors	Tell where people live; tell	1.1C 1.3C	social studies,	Question words, initial <i>n</i> ,	Use a map; use

	what neighbors are; tell what a community is; tell how maps help people.	1.5C 1.6C 1.6Di	math, literature	capitalization, opposites, initial <i>p</i> , words for noises, position words, initial <i>s</i> , initial <i>r</i> , rhyming words	brainstorming; use what you know; make inferences; draw conclusions.
6 – Animals and Their Homes	Name places where animals live; name animals that live in trees, in ponds, and in fields; name animals that can be pets; tell how to care for pets.	1.3E 1.6Di 1.7A 1.11C 1.26A	science, math, literature	Prepositional phrases, initial <i>t</i> , verbs, number and verbs, initial <i>w</i> , names for animal babies, future tense, initial <i>h</i>	Reread; use pictures; visualize word problems; make predictions based on prior knowledge.
7 – How You Can Feel Safe	Name places where safety is important; name people who help keep others safe; name rules that help people stay safe.	1.3E 1.20B 1.5G 1.21B 1.6Di 1.24B 1.7Ei 1.25C 1.8F 1.26I 1.11A 1.27E 1.11Gi 1.27F 1.20Ai	health, math literature	Word families, verbs + -er, multiple meanings, rules, initial soft <i>g</i> , short <i>l</i> , word order, question mark, exclamation mark	Use what you know; compare and contrast; use predicting; use selective attention; recognize reality and fantasy; make predictions.
8 – How You Can Feel Healthy	Tell benefits of exercising; name ways to keep clean and healthy; name foods that assist growth and good health.	1.4A 1.18F 1.4B 1.21B 1.5G 1.25C 1.11C 1.26A 1.17G 1.26F	health, math literature	Adjectives with - <i>y</i> , pronoun <i>they</i> , antonyms, count vs. noncount nouns, days of the week, period, short <i>a</i> , expressing gratitude	Use picture cards; use a chart; use finding the total; make predictions based on prior knowledge.

9 – Using Our Senses	Tell how to take care of the eyes and ears; tell how to make high and low sounds; tell what body part is used for each sense.	1.3Bii 1.21A 1.5G 1.25C 1.8Ci 1.26F 1.11A 1.11C 1.17Gi	health, science, literature	Verbs, antonyms, plural forms, giving instructions, capital letters, short o, multiple meanings – went, places in a house , past tense	Use imagining; recognize cause and effect; make predictions; recognize reality and fantasy; draw conclusions.
10 – How We See & Hear	Compare how people and animals see; compare how people and animals hear; compare things seen and heard.	1.3C 1.17Gi 1.4A 1.25B 1.4B 1.25C 1.5G 1.26C 1.6C 1.26I	science, math, literature	Expression very well, capitalization and punctuation, numerals and number words, questions and answers, short u, rhyming words.	Use prior knowledge; follow directions.
11 – The Four Seasons	Name the four seasons; name the months of the year; tell how the weather changes from season to season; tell what seasonal things people do; tell how people dress for the weather.	1.5G 1.26I 1.6E 1.27F 1.6Di 1.8Ci 1.17Gi 1.25D 1.26G 1.26H	science, social studies, literature	Phrases, root words, consonant blend <i>cl</i> , capitalization/punctuation, adjectives, contractions	Predict content; get information; understand that numbers show sequence; compare and contrast.
12 – Trees	Tell ways people can save and protect trees; tell ways people use trees; tell why people and animals need trees.	1.3E 1.25B 1.4A 1.26A 1.11C 1.17Gi 1.21A	social studies, science, literature	Long <i>a</i> , period and question mark, opposites, verbs, pronoun – <i>they</i> , color words, superlatives, adjectives of size – <i>small/long/wide</i>	Use pictures for meaning; visualize, use planning; understand type conventions ; use context clues.

ESL GRADE 2

Chapter	Objectives	TEKS	Content	Language	Learning
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			Focus	Awareness Objectives	Strategies
1 – People & Places	Name different kinds of groups; tell what different groups do; name places in the community; tell what people do in each place; name states in the U.S.; begin recognizing animal groups and their places.	2.1C 2.5Bi 2.1F 2.5C 2.2A 2.5Hi 2.3A 2.11C 2.3E 2.3F 2.4B 2.4C	social studies, science, literature	present tense; sentence patterns; capitalization; irregular plurals; rhyming words with long <i>a</i> , <i>e</i> , and <i>i</i> ; informal English expression OK; statements showing approval	Use picture details; read maps; use pictures for meaning; recognize fact and fantasy; summarize.
2 – Animals & Their Habitats	Name animals and some of their attributes; understand what animals need from their habitats.	2.1C 2.4B 2.1F 2.5A 2.2A 2.5B 2.3E 2.9F 2.3F	science, math, literature	subject/verb agreement, short <i>a</i> , explaining choices, comparatives, similes, rhyme	Use pictures for meaning; understand patterns; understand main idea; count how many, remember details.
3 – How People Work	Name community workers; tell how workers help us; name workplaces; tell what people's "needs" are; tell the difference between needs and wants; tell what animals' needs are.	2.1C 2.1F 2.9A 2.1H 2.2A 2.3E 2.3F 2.4B 2.5C	2.6 social studies, science, literature	verbs, related words, words needs and wants, contractions, rhyme	Use pictures for meaning; use title to predict; note repeated words; find a way to classify; use what you know.
4 – What Animals Do	Tell ways animals work; tell how animals protect themselves; tell how protective coloration works.	2.2A 2.4C 2.3E 2.5A 2.3F 2.5B 2.4A 2.5D 2.4B 2.9A	science, math, literature	subject/verb agreement; consonant blends <i>sm</i> , <i>sk</i> , and <i>spr</i> ; giving directions; punctuation; contractions; verbs; describing; rhyme	Recognize main idea; recognize sentence patterns; follow directions; understand specialized language; use prior knowledge; use pictures

					to get meaning; summarize.	
5 – How We Have Fun	Name toys and games; name ways to play alone and to play with friends; tell how to get exercise while playing; name ways that exercise is good for you, tell what parts of the body are used with different exercises.	2.1C 2.2A 2.3Bi 2.3C 2.3E 2.3F 2.4B 2.5A	health, math, literature	final consonant s/z/, long l, number and present progressive tense, irregular past tense, future tense, pronouns, contractions, addressing family members and friends	Visualize; uses imagery; recognize cause and effect; use pictures for meaning.	
6 – How Things Move	Tell what things can be pushed or pulled; understand force; tell what magnets do; tell about play involving pushing and pulling.	2.2A 2.5Ei 2.3E 2.5Fi 2.3F 2.5G 2.4B 2.9 2.5A 2.12D 2.5Bi	science, Social studies, literature	consonant blend tr, adjectives, prepositions, present progressive, future tense; imperatives	Use picture clues; ask questions for information; use word structure; use context clues.	
7 – Plants We Eat	Name the parts of plants; tell what each part of a plant does; name plants we eat; tell which parts of plants we eat; name grains and foods made from grains.	2.1G 2.5A 2.2A 2.5Bi 2.3E 2.5D 2.3F 2.4B 2.4C 2.5	science, social studies, literature	consonant blends st and str, a few and a lot (of), count vs. noncount nouns, passive expressions; sentence patterns, nouns and verbs; long o spelled iw and oa	Use pictures for meaning; see that numerals show sequence; find a way to classify; locate patterns, understand a process; summarize.	
8 – Where We Buy Food	Tell where fruits and vegetables are grown; tell where foods are purchased; tell which foods can be purchased in which places; name kinds	2.1A 2.1B 2.5G 2.1C 2.2A 2.3E 2.9E 2.3F	2.5 2.6 2.7	social studies, math, literature	phrases, capitalization, making requests, numerals and number words, possessives, pronouns	Preview text; monitor meaning; plan to read orally; use pictures and text; use context

	of restaurants.	2.4B				clues.
9 – Night and Day	Name things in the sky; tell what causes night and day; tell about the sun; tell about the moon; tell why a calendar is important.	2.1C 2.1F 2.5Ei 2.2A 2.5G 2.3E 2.3F 2.4B	2.5	science, social studies, literature	homophones, compound words, expressing time, irregular past tense, comparatives, similes, describing, pattern and rhyme	Use a diagram; generalize; predict; make comparisons; use context; use prior knowledge.
10 – Long Ago and Today	Tell about the first people in North America; tell about Spanish settlers of North America; tell about Pilgrims; name U.S. holidays.	2.1F 2.9C 2.2A 2.3C 2.3E 2.3F 2.4C		social studies, science, literature	telling why, time expressions, ordinal numbers, questions and answer, present tense, onomatopoeia	Understand chronology; use a calendar; summarize.
11 – Where We Find Water	Name sources of water; tell how some bodies of water differ; find bodies of water on a map; tell what happens when there is too much or too little water; tell how water can be saved.	2.2A 2.3C 2.3E 2.4F 2.4B 2.5A 2.5Bi 2.9E		social studies, science, literature	adjectives, capitalization, expressions of amount, long a, short u, possessives, informal expressions, short and long i.	Use context clues; use a map; visualize; preview a story; recognize cause and effect; paraphrase/retell.
12 – Water & the Weather	Tell how rain makes people feel; tell about clouds; tell where rain comes from; tell about water vapor; tell about the water cycle.	2.1A 2.2A 2.9(Di 2.3C 2.9F 2.3E 2.3F 2.5Ei	2.6	science, math, literature	related words, forming questions, prepositional phrases, comparatives, punctuation, compound words	Check inferences; self-assess; preview directions; solve problems.

ESL GRADE 3

Chapter	Objectives	TEKS	Content Focus	Language Awareness Objectives	Learning Strategies
1 – The Farm & the City	Tell what farmers do; identify products that come from a farm; tell how wheat is grown; read a	3.17Ei 3.25D 3.3E 3.3F	social studies, science, literature	singular and plural nouns, subject-verb agreement – <i>is/are</i> , simple	Use time expressions; follow directions; recognize

	thermometer.			present tense, recognize commands, /p/ and /b/	patterns in English.
2 – Life in the City	Tell about a community; name services and goods in a city; solve math story problems; name parts of a city; name state capitols; name the five good groups.	3.1G 3.23A 3.25A 3.3Al 3.3F 3.4B	social studies, math, health, literature	sentence structure, consonant sounds /g/ and /k/, capitalization of proper nouns, numbers as words, slang/informal English, extending an invitation, present progressive tense.	Reread; use a map; read a chart; recognize opinions; type conventions; draw conclusions.
3. How You Use Light	Name lights used in the past and today; read a time line of lights; tell uses of lights in a community; explain how people use their eyes to see.	3.1C 3.15Bi 3.1F 3.23A 3.25Ei 3.25Eiv 3.25EW 3.3	social studies, Science, literature	words in a series, time words, <i>when</i> and <i>where</i> , the sound of long <i>l</i> , contractions, rhyme	Recognize time and sequence; use a Time line; visualize; use a diagram.
4 – What Light Can Do	Tell what light can and cannot move through; identify what makes light bend and bounce back; use a prism to see rainbow colors; put on a shadow play.	3.1F 3.1G 3.3F	science, social studies, literature	<i>some, all, or none</i> ; prepositions of location <i>on, in, under</i> ; commands; nouns as adjectives; communicating with sounds; expressing the same idea with different expressions; plurals of words ending in -y; alliteration	Explain a process; use pictures for meaning; paraphrase; use different expressions with the same meaning.
5 – How You Make Sound	Tell how sound is made; demonstrate vibrations; tell how sounds are different; name	3.1F 3.1G 3.3F	science, social studies, literature	<i>the v sound, can and can't, adjectives, the pronoun it, past tense, long a</i>	Record information; recognize sentence patterns; use

	musical instruments from around the world.			<i>and short a, rhyme, onomatopoeia</i>	type conventions; understand specialized vocabulary.
6 – How You Use Sound	Tell how you hear sound; name parts of the ear; tell how ears help animals survive; find out how well you hear; name inventions in communication.	3.1G 3.25D 3.3F	science, social studies, literature	<i>the sound of ear, singular/plural agreement – has/have, you as understood subject in commands, can + verb + complement, so ...that, long o and short o.</i>	Read a diagram; set a purpose for reading; recognize main idea; distinguish between fact and opinion.
7 – Plants, Animals, & Climate	Describe the climate of deserts and forests; tell how a cactus can live in the desert; tell how animals live in a forest; tell how veterinarians help animals.	3/1G 3.25Eii 3.3F	science, social studies, literature	<i>some or other; adjectives; long e; pronouns he, she, they; many, most, some and all, they and them; once, twice; words for the senses</i>	Compare and contrast; use a Venn diagram; use picture captions; reread sentences.
8 – Weather & People	Tell how weather affects the way people live; tell how people dress for the weather; identify climates in various parts of the world; tell how to stay healthy in hot weather; tell how to stay healthy in cold weather.	3.1C 3.1E 3.24A 3.25F 3.3D 3.3F 3.4A 3.5A	social studies, health, literature	<i>Antonyms; infinitives of purpose; consonant blends sl, pl, cl; commands, similes; quantity expressions</i>	Recognize cause-effect relationships; recognize main idea; use a map key; use pictures for meaning.
9 – What Shelters Are Made Of	Name materials used to build homes; tell how people found building materials long ago; tell how homes changed over time; name steps in building a beaver lodge.	3.25A 3.3F 3.5A	social studies science, literature	beginning and ending consonant sounds <i>st</i> and <i>ch</i> , <i>house or home</i> , past tense verbs ending in <i>t</i> , sequence words, short <i>l</i> and long <i>l</i> , identify a sentence and punctuation,	Recognize a pattern; read a time line; use numbers; learn information.

				parenthetical expressions	
10 – How Shelters Are Built	Name tools and materials and tell how they are used; tell how bricks and glass are made; name simple machines, name shapes in houses.	3.3F	science, math, literature	forms of <i>build</i> , /ks/, subject-verb agreement is and are, show possibility— <i>can be</i> , phrases that tell <i>where and when</i>	Reread, to understand; understand a process; use pictures of meaning.
11 – Changing the Earth	Tell how people affect the environment; tell about a local habitat; tell how children can save a rain forest; name endangered or extinct animals write a letter to an environmental group.	3.3F 3.5A 3.5E	science, social studies, literature	special singular and plural nouns, consonant blends- <i>str</i> and <i>thr</i> , context and picture clues, when clauses, making requests, possessive adjectives.	Set a purpose for reading; use pictures to follow directions; use context clues; take notes.
12 – Pollution	Name causes of water pollution; name ways to prevent water pollution; tell how to find out how clean the air is; tell how recycling works; name things that can be recycled; tell what people can do to prevent pollution.	3.1G 3.3F	science, social studies, literature	gerunds, sounds /h/ and /j/, conjunctions – and, verbs with <i>up, was going to</i> , prepositions – <i>under, above</i> , adverbs of degree – <i>very, too</i>	

ESL GRADE 4

Chapter	Objectives	TEKS	Content Focus	Language Awareness Objectives	Learning Strategies
1 – The American West	Name the states and landforms in the West; name crops	4.1D 4.9Ci 4.18B	social studies science,	singular and plural nouns; verbs; /m/ and	Use a map key; recognize a

Today	farmers grow in the West; describe ranching, fishing, and mining in the West.	4/18C 4/28D 4.29A 4.6A		literature	/n/; simple present tense; place an order; antonyms	pattern; read money amounts.
2 – Settling the West	Explain why people went west; describe the trip west; tell what settlers took with them; talk about the Oregon Trail; talk about the dangers and benefits of prairie fires.	4.1D 4/18 4.29A 4.30A 4.4A 4.5 4.6	4.9C	social studies, science, literature	want + infinitive; household items; /w/; habitual <i>would</i> ; quotation marks; recount past activities; exclamations; metaphors	Set a purpose for reading; visualize; use pictures for meaning, recognize a personal title.
3 – You Are A Living Thing!	Explain that all living things are made of cells; describe how cells grow; tell why living things need energy; demonstrate that yeast is a living thing; tell how people communicate.	4.1D 4.13B 4.29A 4.30E 4.4A 4.6A 4.9C		science, social studies, literature	/k/ and /s/ spelled c; simple present vs. present progressive tense; questions with <i>what</i> and <i>how</i> ; onomatopoeia; describe activities with other people; using <i>cannot</i>	Use pictures for meaning; classify to understand; use chronology to understand.
4 – Living in Your Ecosystem	Define an ecosystem; explain how an ecosystem works; make an ecosystem; use bat facts to solve math problems.	4.1A 4.29A 4.10 4.6A 4/13B 4.6B 4.18D 4.7C 4.18F		science, math, literature	compare with as + adjective + as; conjunctions <i>when</i> and <i>as</i> ; diphthong /oi/; <i>how many</i> and <i>how much</i> ; prepositions of location; noun phrases with <i>who</i> ; express obligation	Use labels to understand; prepare for an activity; use pictures for word meaning; visualize a relationship.
5 – The First Americans	Name some American Indian shelters and the resources used to build them; identify the parts of a buffalo and how they were used; describe American Indian crafts; tell what an	4.10A 4.14 4.17A 4.17C 4.18A 4.30Ei 4.6A 4.6B 4.7A		social studies, science, literature	pronoun <i>they</i> ; sentence patterns with use...for; present perfect tense; sequence words <i>first</i> , <i>second</i> , <i>third</i> , <i>last</i> ; deductions with <i>must be</i> ; /j/	Classify information; use numerals for sequence; predict content; use context clues; visualize story details.

	archaeologist does; name some materials that are good insulations.			fraction words	
6 – The Aztec Indians	Name some crops that Aztec farmers grew, describe Aztec arts and crafts; tell what an archaeologist does; name some materials that are good insulators.	4.1C 4.13B 4.18A 4.29A 4.30 4.6A 4.9C	social studies, math, literature	past tense verbs; consonant blend <i>st</i> ; expressing preference; <i>before</i> and <i>after</i> ; adverbs; I am...	Use context clues; set a purposes for reading; paraphrase.
7 – You Are What You Eat!	Explain that people need food for energy; describe a balanced diet; describe a food pyramid; tell where foods grow.	4.1D 4.6B 4.18B 4.18D 4.2C 4.3A	health, social studies, literature	compare past abilities to present abilities with <i>can/couldn't</i> ; expressing people's needs; <i>yes/no</i> questions with <i>did</i> ; adverbs <i>well</i> and <i>poorly</i> ; <i>/u/</i> and <i>/yu/</i> ; <i>/fr/</i>	Use graphics for information.
8 – Let's Eat!	Use a diagram to explain digestion; tell what saliva does; explain why people feel hungry; describe how people learned about vitamins.	4.1A 4.9C 4.18B 4.19 4.3B 4.6A 4.6B	science, social studies, literature	words for parts of the body; when clauses; <i>yes/no</i> questions with <i>do/does</i> ; <i>/v/</i> and <i>/b/</i> ; express obligation; prepositional phrases; foreign words; I like + noun vs. I like + infinitive.	Understand specialized vocabulary; use phonetic spellings; use pictures for meaning; read to find information.
9 – Life in the Rain Forest	Tell where rain forests grow; name types of species that live in a rain forest; describe a food chain in a rain forest; tell the history of rubber.	4.1A 4.18 4.3B 4.6B 4.9C	science, social studies, literature	prepositions <i>above</i> , <i>below</i> , <i>along</i> , <i>through</i> ; give examples with <i>such as</i> ; pronoun referents; <i>/l/</i> and <i>/r/</i> ; comparisons; frequency expressions; present and past tenses	Identify main idea; use pictures for meaning; use a map key; use punctuation to read.
Chapter	Objectives	TEKS	Content Focus	Language Awareness	Learning Strategies

				Objectives	
10 – Using Our Forests	Tell why people need trees; explain why people need rain forests; find rain forest products; describe a rain forest scientist; tell how people are trying to save the rain forests.	4.1A 4.17A 4.18B 4.30 4.3B 4.6B	social studies, science, literature	consonant blends gr and tr; past tense of irregular verbs; possibility---might; present progressive tense; use please	Use graphics to compare; use prior knowledge.
11 – Regions of Our Country	Identify directions on a map; name regions of the U.S.; read a map; make a map; recognize state symbols.	4.1A 4.9C 4.13D 4.17C 4.3B 4.6B	social studies, science, literature	Form plurals; capitalization of proper nouns; /sh/; expressions of amount same, most, each, a lot of; polite requests; rhyme scheme	Use sources of information; recognize patterns.
12 – State Histories	Tell events in the history of California; read a little line; read a population bar graph; read a population line graph.	4.1A 4.6 4.13D 4.9 4.16 4.17 4.18	social studies, math, literature	ordinal numbers; irregular past-tense verbs; prefix – re; comparatives and superlatives; digraph th; express wants; /kw/; contractions	Read time lines; use prior knowledge; read a line graph; use pictures for meaning; understand author's point of view.

ESL GRADE 5

Chapter	Objectives	TEKS	Content Focus	Language Awareness Objectives	Learning Strategies
1 – The Science of Sound	Tell what sound is; tell how people hear; make and use an ear trumpet; read a decibel graph.	5.13D 5.27C 5.18 5.5G 5.23 5.6A 5.26B	science, math, literature	the v sound, singular and plural nouns, action words as directions, comparatives, rhyming sounds, the long o sound	Recognize cause and effect; use a graph; use pictures to predict.

2 – Uses of Sound	Make sounds of different pitch; tell how musical instruments make sound; make a musical instrument; name events people celebrate with music.	5.13D 5.5G 5.16 5.18 5.23 5.26B 5.29F 5.29I	science, social studies, literature	Superlatives; passive voice expressions; count vs. non-count nouns; the sound /ng/ in the final position; time expressions; suffixes –er, -ist; idioms	Use a graph; use classification; work cooperatively; use pictures for meaning; use intonation.
3 – The Earth Is Not Flat!	Tell why the Indies were important; identify Columbus and describe his voyage; tell about the meeting of Columbus and the Taino people; explain how a compass works.	5.1D 5.28A 5.10H 5.29I 5.16 5.5G 5.18 5.2B 5.23 5.26B 5.26D	social studies, science, literature	use language for buying, selling, and trading; past tense verbs; word origins; digraphs in the final position, 'sh, - th; verb tenses; asking questions; expressions of frequency	Use pictures for meaning; visualize; make inferences; make a model to understand meaning.
4 – The Aztecs and the Spaniards	Describe the Aztec city of Tenochtitlan; explain how Cortes conquered the Aztecs; name the parts of a horse; make an Aztec sun god mask.	5.10F 5.16 5.18 5.26B 5.30C 5.5G	social studies, science, literature	prepositions in, on; saying dates; /er/ sound spelled er, ir, ear, or; making general statements; verbs in directions; rhythm and rhyme	Find a topic sentence; read on to get meaning; recognize supporting details; record observations; summarize.
5 – Precious Water	Explain differences between fresh water, and salt water; tell why living things need water; name ways people use water; do an experiment with salty water.	5.10F 5.16 5.18 5.26B 5.30A 5.5G	social studies, science, literature	capitalization of proper nouns; infinitives; use of as; the pronoun it; /y/ in Yoya vs. /j/ in magical;; the sound /v/; clauses with that	Find a topic sentence; read on to get meaning; recognize supporting details; record observations; summarize.
6 – The Forms of Water	Name the forms of water; explain the water cycle; do a water cycle experiment; describe water	5.16 5.6Bi 5.18 5.23 5.26B 5.26D	science, social studies, literature	sounds for s, the –tion ending, long vowel sounds, simple present tense for presenting facts;	Use pictures for meaning; use context to get meaning; follow directions; use

	sources in the Sahara Desert.	5.5G		asking questions	imagery to understand poetry.
7 – Coming to America	Name countries from which settlers came; tell why settlers came to America; tell about a journey to America; describe a beaver.	5.10G 5.27C 5.16 5.28G 5.18 5.31C 5.23 5.5G 5.26B 5.26D	social studies, science, literature	time expressions; short a, long a; past progressive tense; describing; transportation words; there is, there are	Visualize story details; formulate opinions; summarize.
8 – Life in the Colonies	Tell something about Jamestown; become familiar with the names of the thirteen colonies; tell something about the New England, Middle, and Southern Colonies; read a graph on tobacco exports.	5.1D 5.29I 5.10E 5.30E 5.13B 5.5G 5.13D 5.9B 5.16 5.18 5.26B 5.27C	social studies, math, literature	infinitives; names of languages; past tense of irregular verbs; comparisons—more, less; compound sentences; comparisons – as + adjective + as; short I and long I	Recognize causes and effect; use a Venn Diagram; read a bar graph; make predictions; use context clues, paraphrasing.
9 – What Do You Read?	Tell why people read; name materials people read; identify the parts of a front page; identify the sections of a newspaper; use word clues to solve story problems.	5.10 5.6A 5.16 5.18 5.23 5.26B 5.29A 5.5G	language arts, math, literature	infinitives; letter-sound correspondence – f, ph, th; report information; clauses with that; use of do; make exclamations.	Use pictures to answer questions; read story problems; decode unfamiliar words.
10 – What Makes a Good Story?	Define setting, characters, and plot; read a plot diagram; write a plot diagram; tell about storytelling around the world.	5.1D 5.26B 5.10C 5.5G 5.10F 5.6A 5.16 5.18 5.23	language arts, social studies, literature	subject/verb agreement—is, are; present tense verbs; question marks; the sound s spelled c; idioms; consonant digraph – sh; contractions; expressing approval and	Recall the plot; make a plot diagram; skim and scan; use pictures for meaning; ask questions to understand word meanings.

				disapproval; rhyming words	
11 – Problems with England	Tell that America's thirteen colonies belonged to England; explain why some colonists were angry with England; describe what happened at the Boston Tea Party; write and solve a sales tax problem.	5.1D 5.27C 5.10H 5.5G 5.12H 5.13G 5.16 5.18 5.26A 5.26B 5.27A	social studies, math, literature	only/many, idioms, irregular past tense, the short e sound, sound words, indefinite pronouns and adverbs, the present perfect tense, long and short i	Draw conclusions; take notes; recognize point of view; follow directions.
12 – The War for Independence	Identify Thomas Jefferson as the writer of the Declaration of Independence; identify George Washington and describe conditions at Valley Forge; tell what happened at the Battle of Yorktown; use capital letters; name important beliefs in the Declaration of Independence.	5.1D 5/10G 5/10L 5.16 5.18 5.26B 5.30A 5.5G	social studies, language arts, literature	Pronouns – they, he, it; describe conditions; sounds or and ar; capitalization of proper nouns; adjective/pronoun-these	Summarize; use a time line; generalize; read on to get meaning.

SPECIAL EDUCATION

The courses for students qualifying for special education services will be developed based on students' IEPs.

Mathematics	Language Art	Social Studies	Science
Math Communication Reasoning Skills Problem Solving Retelling a story, drawing a picture Number Sense Counting to 100 by 5's & 10's Counting to 20 by 2's and odd numbers Place Value Tens/ones, 2 digit and ordering Fractions, Percents, Integers, Irrationals Illustrate fractions Computation and Estimation Fact families, number patterns, addition and subtraction facts Geometry Identify shapes Measurement Money, measuring objects Probability Predictions Calendar Graphing Technology Apply to life skills	Written Language – Oral Language Phonics Word blending Vocabulary Handwriting Writing to Read Writing Process Revise, edit Spelling Sentences Interrogative, imperative, exclamatory Parts of Speech Nouns, verbs Usage & Mechanics Subject/verb agreement, contractions, abbreviations, Literature/Creative Writing Imaginative stories, poetry, expository writing, Reading Comprehension Skills	Theme Compare different types of family customs, traditions, cultures, and races Citizenship Role in neighborhoods Rules at home, school and community Government Historic Perspectives Historical figures Holidays Geography Environment Economics How people work and use resources Map Skills Likes/differences Current Events Church Ideals Community Helpers	Material Objects (Earth Science): Property Sorting Serial ordering Solids, liquids, air Organisms (Life/Environmental Science): Plants Animals Habitats Food Chains

SCOPE AND SEQUENCE 6-12

Teachers will align curriculum based on the TEKS objectives, textbook guides, learning activities and other materials that add interest to the classes. This curriculum will include resources such as basal, projects, discussions and activities, group or peer tutoring, software support, and teacher-led instruction. Those methods will ensure that students of all skill levels and learning styles will be reached. Mastery of the objectives is tracked through tests, presentations, discussions, and successful completion of the assignments.

In this section, scopes and sequences of the major courses, the units to be covered and corresponding TEKS objectives for each subject area are presented in a series of tables.

SCIENCE

GRADE 6

Unit	TEKS
Models in Science, Description and Measurement SI Units, Drawings, Tables, and Graphs	6.1A, 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.3, 6.4, 6.4A, 6.4B, 6.5, 6.5A, 6.5B 6.6A
Physical Properties and Changes in Chemical Properties and Changes in Describing Motion forces, The Laws of Motion, What is energy? Energy Transformations in Sources of Energy	6.1A, 6.1B, 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.3, 6.3C, 6.3D, 6.3E, 6.4A, 6.4B, 6.5A, 6.6, 6.6A, 6.6B, 6.7, 6.7A, 6.7B, 6.8, 6.8A, 6.8B, 6.9, 6.9A, 6.9B, 6.9C, 6.10
Minerals-Earth's Jewel, Rocks Rock cycle, Earth's Moving Plates, Uplift of Earth's Crust, Weathering and Soil Formation Erosion of Earth's Surface Groundwater, The Atmosphere, Earth's Weather	6.1, 6.1A, 6.1B, 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.3, 6.3A, 6.3C, 6.3D, 6.3E, 6.4A, 6.4B, 6.5, 6.5A, 6.5B, 6.6, 6.6A, 6.6C, 6.7A, 6.7B, 6.14A, 6.14B
Radiation from Space, Early Space Missions, Current and Future Space Missions, Earth's Place in Space The Solar System, Stars and Galaxies	6.1A, 6.1B, 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.3, 6.3A, 6.3C, 6.3D, 6.3E, 6.4A, 6.4B, 6.5A, 6.6, 6.6A, 6.8, 6.8B, 6.13, 6.13A, 6.13B, 6.14C
Cell Structure, Viewing Cell, Viruses, Continuing Life Genetics-The Study of Inheritance, The Environment Interactions Among Living Organisms, Matter and Energy, Types of Behavior, Behavioral Interactions	6.1, 6.1A, 6.1B, 6.2, 6.2A, 6.2B, 6.2C, 6.2D, 6.2E, 6.3, 6.3A, 6.3C, 6.3D, 6.3E, 6.4, 6.4A, 6.4B, 6.5, 6.5A, 6.5B, 6.8A, 6.8B, 6.8C, 6.10A, 6.10B, 6.10C, 6.11, 6.11A, 6.11B, 6.11C, 6.12, 6.12A, 6.12B, 6.12C, 6.13A, 6.13B

GRADE 7

Unit	TEKS
Introduction to Science: Lab Safety, Lab Equipment,	1A, 1B, 2A, 2B, 2C, 2D, 3C, 4A
Interactions Between Matter and Energy Properties of Matter, Elements, Forming Compounds, Motion,	1A, 1B, 2A, 2B, 2C, 2D, 2E, 4A, 5A, 6A, 6B, 6C, 7A, 7B, 7C, 8A, 8B, 9A
Earth and Space Systems Changes and Stability, Weathering, Soil Formation, Erosion, Deposition, The Earth-Moon System	1A, 1B, 2A, 2B, 2C, 2D, 2E, 3C, 3D, 4A, 4B, 6A, 7A, 8A, 13A, 13B, 14A, 14B, 14C
Living Systems-- Digestion, Circulation, Respiration, Excretion, Fighting Disease, Nervous System, Endocrine System, Reproduction	1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 3D, 4A, 4B, 6C, 8A, 9A, 9B, 10A, 10C, 11A, 11B
Organisms and Their Environments Ecosystems, Biomes, Relating to the Environment, Living Resources	1A, 1B, 2A, 2B, 2C, 2D, 2E, 3C, 4A, 4B, 5B, 8B, 10A, 10B, 11A, 11B, 12A, 12B, 12C, 12D, 14A, 14C

GRADE 8

Unit	TEKS
Classroom Procedures, Safety, Lab Equipment and Scientific Method	1A, 1B, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 5A, 5B, 5C
Physical Systems - Matter and Energy	7A, 7B, 8A, 8B, 9A, 9B, 9C, 9D, 10A, 10C
Light and The Universe - Electromagnetic Spectrum -	7B, 10A, 10C, 13A, 13B, 13C, 14B
Earth Systems - Plate Tectonics - Rocks	7B, 12A, 14A, 14B
Human Activities and Earth Systems	10B, 12A, 12B, 12C, 14B, 14C
Genetic Change and Interdependence Among Living Systems	6A, 6B, 6C, 7A, 11A, 11B, 11C, 13B, 13C, 14B

INTEGRATED PHYSICS AND CHEMISTRY

Unit	TEKS
Scientific Method Metric System	1A, 1B, 2A, 2B, 2C, 2D 3A, 3B, 3C, 3D, 3E
Solids, Liquid, and Gases	1A, 2A, 2B, 2C, 2D, 3A, 7A, 7B, 8A
Classification of Matter	1A, 2A, 2B, 2C, 2D, 3C, 3E, 5B, 7E, 8A, 8C, 8E, 9D
Properties of Atoms and Per. Table	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3E, 7B, 7D
Chemical Bonds	1A, 2A, 2B, 2C, 2D, 3A, 7B, 7D, 8A, 8E, 9A, 9B, 9D
Elements and Properties	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3E, 7D, 8E, 9B
Organic Compounds	1A, 2C, 2D, 3A, 6B, 7D, 8A
New materials through Chemistry	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3D, 3E, 7D, 8E
Solutions	1A, 2A, 2B, 2C, 2D, 3A, 8A, 8B, 9A, 9B, 9D, 9E
Chemical Reactions	1A, 2B, 2C, 2D, 3A, 3E, 7B, 7C, 8A, 8B, 8C
Acids, Bases and Salts	1A, 2A, 2B, 2C, 2D, 3A, 7A, 8A, 9A, 9B, 9C
Motion and Speed	1A, 2A, 2B, 2C, 2D, 3A, 3B, 4A, 4B, 4C
Forces	1A, 2A, 2B, 2C, 2D, 3A, 3E, 4A, 4B, 4C
Energy	1A, 2A, 2B, 2C, 2D, 4A, 4B, 6A, 6B, 6C, 6H, 8A, 8D
Work and Machines	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3D, 4A, 4C, 4D, 6A
Thermal Energy	1A, 2A, 2B, 2C, 2D, 3A, 6B, 6H
Electricity	1A, 2A, 2C, 2D, 6B, 6C, 6D, 6E, 6F, 6H
Magnetism and Its Uses	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3D, 3E, 5D, 6C, 6D, 6E, 6F, 6G
Radioactivity and Nuclear Energy	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3E, 6C, 7B, 8D
Energy Sources	1A, 2A, 2B, 2C, 2D, 3A, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6H
Waves	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3E, 5A, 5B, 5D
Sound	1A, 2A, 2B, 2C, 2D, 3A, 3C, 5A, 5B, 5D, 6A
Electromagnetic Waves	1A, 2A, 2B, 2C, 2D, 3C, 3E, 5C
Light	1A, 2A, 2B, 2C, 2D, 3D, 5A, 5B, 5C, 7D
Mirrors and Lenses	1A, 2A, 2B, 2C, 2D, 3A, 3C, 3E, 5B, 7C

PHYSICS PRE-AP

Unit	TEKS
Physics Techniques	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E
Motion	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 4A, 4B
Force	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 4C, 4D, 4E

Work and Energy	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 5A, 5B, 5C, 5D
Systems of Particles	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 5C, 5D
Rotation	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E
Oscillations	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 6A,
Thermodynamics	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 7A, 7B
Electrostatics	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 6B, 6C, 6F
Circuits -Current	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 6E, 6F
Magnetism	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 6D, 6F
Waves	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 8A, 8B, 8C
Optics -	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 8A, 8B, 8C
Modern Physics -	1A, 1B, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 9A, 9B

BIOLOGY

Unit	TEKS
Intro Safety	1A, 1B
Scientific Method	2A, 2B, 2C, 2D, 3E, 3F
The Cell Chemistry	9A, 9C
Structure / Function	3E, 4A, 4B, 5A, 5B, 5C
Homeostasis	11A, 11B, 11C
Cell Energy	9B, 9D
Cell Reproduction	5A, 5B, 5C, 10B
Genetics	3B, 3C, 3D, 3E, 3F, 6A, 6B, 6C, 6D, 6E, 6F
Change Through Time	3A, 7A, 7B
Classification	8A, 8B, 8C
Diversity of Life	4C, 4D, 11D
Plant Unit	10C, 12A, 12C, 12D, 13A, 13B
Invertebrates	10A, 10B
Vertebrates	10A, 10B
Ecology	12A, 12B, 12D, 12E

CHEMISTRY

Unit	TEKS
Intro to Chemistry, Basic Lab Safety	1A, 1B
Matter and Change	2A, 2B, 2C, 2D, 2E, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 5A, 5C, 7A
Scientific Measurement:	1A, 2B, 2C, 2D,
Problem Solving and Research	1A, 2A, 2B, 2C, 2D, 3A
Matter and Atomic Structure	4C, 4D, 6A, 6B, 8A, 8B,
Nuclear Science	6A, 6B, 9A, 9B, 9C, 9D, 11B
Metals, Nonmetals	1A, 8A, 8B, 11A, 11B, 11C
Measuring Matter	1A, 2A, 2B, 2C, 2D
Chemical Reactions	2D, 2E, 3B, 3D, 5A, 5B, 8A, 11A, 11B, 11C, 12B
Oxidation/Reduction Reactions	2A, 2D, 2E, 3C, 3D, 10A, 10B, 11B, 11C
Stoichiometry	2A, 2B, 2C, 2D, 3C, 3D, 11B, 11C
States of Matter.	2A, 2B, 2C, 2D, 2E, 3C, 3D, 4B, 5A, 5B, 5C, 7A, 8B, 8C,

	11C
Thermochemistry-Heat and Chemical Change	2A, 2B, 2C, 2D, 2E, 3B, 3C, 5A, 5B, 5C, 11A, 11B, 13C, 15A, 15B,
The Behavior of Gases	2A, 2B, 2C, 2D, 3B, 3D, 3E, 4B, 4C, 7A, 7B, 11C
Electrons in Atoms	2D, 2E, 3A, 3C, 3D, 3E, 5A, 6A, 8A, 11A
Chemical Periodicity.	2A, 2B, 2D, 3C, 3D, 3E, 4D, 6C, 11A, 11C
Chemical Bonding	2A, 2B, 2D, 2E, 3B, 3D, 4C, 6A, 8A, 8B, 8C, 8D, 11B, 14B
Water, Aqueous Systems and Solutions	2A, 5A, 5C, 8B, 11B, 11C, 12B, 12C, 13A, 13B, 13C
Acids and Bases and Neutralization and Salts	11A, 11B, 12A, 12C, 13A, 14A, 14C, 14D,

MATHEMATICS

GRADE 6

Unit	TEKS
Number, operation, and quantitative reasoning	6.1.a, 6.1.b, 6.1.c, 6.1.d, 6.1.e, 6.2.a, 6.2.b, 6.2.c, 6.2.d, 6.3.a
Patterns, relationships, and algebraic thinking	6.3.b, 6.3.c, 6.4.a, 6.4.b, 6.5, 6.3-5
Underlying processes and mathematical tools	6.10a, 6.11.b, 6.11.c, 6.11.d, 6.11.a, 6.12.a, 6.12.b, 6.13.a, 6.13.b
Geometry and spatial reasoning	6.6.a, 6.7, 6.8.a, 6.8.c
Measurement	6.8.b
Probability and statistics	6.9.a, 6.9.b, 6.10.a, 6.10.b, 6.10.c, 6.10.d

GRADE 7

Unit	TEKS
Interpreting Data and Statistics	7.1A, 7.11A, 7.11B, 7.12A, 7.12B, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.14B, 7.15A, 7.15B
Application of Decimals	7.2A, 7.2B, 7.2E, 7.2G, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.14B
Algebra: Integers and Equations	7.1A, 7.2A, 7.2B, 7.2C, 7.2E, 7.2F, 7.5A, 7.5B, 7.11B, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.15B
Fractions and Number Theory	7.1A, 7.1B, 7.2A, 7.2E, 7.9A, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.15A, 7.15B
Applications of Fractions	7.2A, 7.2B, 7.2F, 7.2G, 7.5A, 7.9A, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.15B
Using Proportions and Percents	7.1B, 7.2B, 7.2D, 7.3A, 7.3B, 7.4A, 7.6D, 7.8C, 7.13A, 7.13B, 7.13C, 7.13D, 7.14A, 7.15A, 7.15B
Investigating Geometry	7.6A, 7.6B, 7.11A, 7.13A, 7.14A, 7.15A, 7.15B
Geometry and Measurement	7.1C, 7.2A, 7.4A, 7.6B, 7.6C, 7.7A, 7.7B, 7.9A, 7.13A, 7.14A, 7.15B
Probability	7.10A, 7.10B, 7.13A, 7.14A, 7.15B
Algebra: Patterns and Functions	7.4B, 7.4C, 7.9A, 7.11A, 7.11B, 7.13A, 7.14A, 7.14B, 7.15A,

	7.15B
Graphing in the Coordinate Plane	7.2D, 7.4B, 7.7A, 7.7B, 7.8C, 7.11B, 7.13A, 7.14A, 7.15B
Probability	7.2F, 7.10A, 7.10B, 7.13C
Area and Volume	7.3B, 7.4A, 7.4B, 7.8A, 7.8B, 7.8C, 7.9A
Motion Geometry	
Extending Algebra	7.2E, 7.5A
Extending Logical Reasoning	7.13A, 7.13B, 7.13C, 7.13D

GRADE 8 (PRE-ALGEBRA)

Unit	TEKS
Drawing Conclusions from Statistical Data	8.2C, 8.5A, 8.11A, 8.11C, 8.12A, 8.12B, 8.12C, 8.13A, 8.13B, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.15B, 8.16A, 8.16B
Integers and Variable Expressions	8.1A, 8.1D, 8.2B, 8.2C, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B
Equations and Inequalities	8.1A, 8.2A, 8.2B, 8.2C, 8.8C, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B
Graphing in the Coordinate Plane	8.3B, 8.4A, 8.6B, 8.7B, 8.7D, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16A, 8.16B
Rational Numbers and Irrational Numbers	8.1A, 8.1B, 8.1C, 8.2B, 8.7C, 8.9A, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B
Applications of Proportions	8.1B, 8.2D, 8.3B, 8.6A, 8.6B, 8.7B, 8.9B, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B
Applications of Percent	8.1B, 8.1D, 8.2C, 8.2D, 8.3B, 8.4A, 8.5A, 8.12C, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16A, 8.16B
Patterns in Geometry	8.2B, 8.2C, 8.7B, 8.8A, 8.8C, 8.13A, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16A, 8.16B
Geometry and Measurement	8.7A, 8.7B, 8.8A, 8.8B, 8.8C, 8.10A, 8.10B, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B
Functions and Polynomials	8.2C, 8.3A, 8.4A, 8.5A, 8.5B, 8.13B, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.15B, 8.16A, 8.16B
Probability	8.11A, 8.11B, 8.11C, 8.13A, 8.13B, 8.14A, 8.14B, 8.14C, 8.14D, 8.15A, 8.16B

ALGEBRA I

Unit	TEKS
Linear Equations/Inequalities	1A, 1B, 1D, 1E, 2C, 3A, 3B, 4A, 4B, 7A, 7B, 7C
Using Proportional Reasoning	1A, 1B, 1D, 2B, 2D, 3A, 3B, 4B, 5B, 6G, 7A, 11B
Relations and Functions	1A, 1B, 1C, 1D, 1E, 2A, 2B, 2C, 2D, 3A, 4A, 4B, 5A, 5B, 5C, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7B, 7C
Writing Equations of Lines	1A, 1B, 1D, 1E, 2A, 2C, 2D, 3A, 4A, 4B, 5A, 5C, 6A, 6B, 6C, 6D, 7A, 7B
Systems of Linear Equations: Inequalities & Absolute Value	2C, 3A, 8A, 8B, 8C 1B, 1D, 2C, 3A, 7A, 7B, 7C
Polynomials	3A, 3B, 4A, 4B, 11A
Factoring Polynomials	3A, 4A, 4B, 10A
Quadratic Functions	1A, 1C, 1D, 1E, 2A, 2B, 2C, 3A, 9A, 9B, 9C, 9D, 10A, 10B
Radicals & Exponents	1B, 1C, 1D, 1E, 2C, 3A, 3B, 5A, 11A, 11C

GEOMETRY

Unit	TEKS
Tools of Geometry	b1A, b1B, b2A, b2B, b3B, b3C, b3D, b3E, b4A, c1, d2A, d2C, e2D, e3A
Geometric Figures	b1A, b1B, b2B, b3B, b3C, b3D, b4A, c1, d1A, d1C, d2A, d2B, d2C, e2A, e2B, e2C, e3A, f1, f2, f4
Transformations: Shapes in Motion	b1A, b1B, b2A, b2B, b3B, b3D, b3E, b4A, c2, d2A, e2A, e2B, e2D, e3A, f1, f2, f4
Triangle Relationships	b1A, b1B, b2A, b2B, b3A, b3B, b3C, b3D, b3E, b4A, c1, d2A, d2B, d2C, e2A, e2B, e3A
Measuring in the Plane	b1B, b2B, b3A, b3B, b3D, b4A, c1, c2, d2A, d2C, e1A, e1B, e1C, e2B, e2C, e3A
Measuring in Space	b1A, b1B, b2B, b3B, b3D, b4A, c1, c2, d1A, d1B, d2A, e1A, e1B, e1C, e1D, e2D, e3A
Reasoning and Parallel Lines	b1A, b1B, b1C, b2A, b2B, b3A, b3B, b3C, b3D, b3E, b4A, c1, c2, d1C, e2A, e2D, e3A
Proving Triangles Congruent	b1B, b2A, b2B, b3B, b3C, b3D, b3E, c1, c2, d1C, d2B, e1A, e1B, e3B
Quadrilaterals	b1A, b1B, b2A, b2B, b3B, b3C, b3D, b3E, b4A, c1, c2, d2A, d2B, d2C, e1C, e2A, e2B, e3A, e3B
Similarity	b1B, b2A, b2B, b3B, b3D, b3E, c1, c2, c3, d2A, e1D, e2A, e2B, e2C, e3B, f1, f2, f3, f4
Right Triangle Trigonometry	b1A, b1B, b2B, b3B, b3D, b3E, b4A, c1, c2, c3, d2A, e1C, e2A, e2B, e3B, f2, f3, f4
Chords, Secants and Tangents	b1B, b2A, b2B, b3A, b3B, b3D, b3E, c1, c2, d2A, d2C, e1C, e2A, e2C, e3A, e3B, f2, f3

ALGEBRA II

Unit	TEKS
Review of Basic Algebra	b2A
Linear Equations	b1B, b2A, c1A, c1B
Systems of Linear Equations and Inequalities	b3A, b3B, b3C
Matrices and Determinants	b2A, b3A, b3B, b3C
Quadratic Equations and Parabolas	b2A, b2B, c1A, c1B, c2C, c2E, d1A, d1B, d2A, d2B, d3A, d3B, d3C, d3D, d4C, d4F
Functions	b1A, b1B, b2C, c1A, c1B, c1C, c2B, d1A, d1B, d2A, d3A, d4C
Powers, Roots, and Radicals	b1A, b1B, b2A, c1A, c1B, d4A, d4B, d4C, d4D, d4E, d4F
Exponential and Logarithmic Functions	b1A, b1B, b2A, c1A, c1B, c1C, e1, f1, f2, f3, f4
Polynomials and Polynomial Functions	b2A, b2B, d1B, d1C, d3C, d3D
Rational Functions	b1A, b1B, b2A, e1, e2, e3, e4, e5, e6
Quadratic Relations	c2A, c2B, c2C, c2D, c2E
Sequences and Series	b1B
Introduction to Probability	

Introduction to Trigonometry	
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PRECALCULUS

Unit	TEKS
Relation, Functions, and Graphs	1B, 2B
Systems of Equations and Inequalities	3C
Nature of Graphs	1A, 1C, 1D, 1E, 2A, 3C
Polynomial and Rational Functions	1D, 3C
Trigonometry	3A, 3C, 3D
Graphs and Inverse of Trigonometric Functions	1A, 1D, 1E, 2A, 2B, 3A, 3C, 5D
Trigonometric Identities and Equations	1D, 2C, 3A, 3D, 5C
Vectors and Parametric Equations	2B, 3C, 5C, 5D, 6A, 6B
Advanced Functions and Graphing Polar Coordinates and Complex Numbers	1E, 2B, 5C, 6B
Conics	1D, 2A, 5A, 5B
Exponential and Logarithmic Functions	1A, 2C, 3A, 3C
Discrete Mathematics Sequences and Series	4A, 4B, 4C, 4D
Iteration and Fractals -	1D, 2B, 3C
Combinatorics and Probability	1A, 1E, 2B, 3C, 4A, 4D
Statistics and Data Analysis	
Graph Theory	1A, 1D, 2B, 2C, 3A, 3C
Introduction to Calculus Limits, Derivatives, and Integrals	1D, 1E, 2B, 3C

ENGLISH LANGUAGE ARTS AND READING

GRADE 6

Unit	TEKS
Listening/Speaking	6.2B, 6.2 F
Word Identification	6.6A, B,C
Reading Accuracy/Fluency	6.7
Variety of Text	6.8A,B, C
Vocabulary	6.9B, C, D, F, G
Comprehension	6.10 A, F, L
Literary Response/Culture	6.11, D
Text Structure/ Literacy Concepts	6.12A, B, D, F, G, H, J, K
Research/Inquiry	6.13B, C, D
Purposes	6.15
Penmanship/capitalization/ punctuation	6.16
Writing/grammar/usage	6.17
Writing/process	6.18
Writing/evaluation	6.19

Inquiry/research	6.20
Connections	6.21
Viewing/representing/ interpretation/analysis	6.22
	6.23

GRADE 7

Unit	TEKS
Personal Writing/Sentence Construction	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 3B, 4A, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 10A, 10B, 10C, 10D, 10F, 10H, 10K, 10L, 11A, 11B, 11C, 11D, 12E, 12G, 12H, 12I, 13A, 13C, 13F, 13I, 14B, 14C, 15A, 15C, 15D, 15E, 15F, 15H, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 18A, 18E, 18F, 18G, 18H, 19A, 19B, 19C, 19D, 19E, 20A, 20C, 20F, 21A, 22A, 22B, 22C, 23B, 24A, 24C
Writing Process/Editing	2D, 2E, 4A, 5A, 5B, 5C, 5E, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 10A, 10C, 10F, 10H, 10I, 10K, 10L, 11A, 11B, 11C, 11D, 12F, 12G, 12J, 13C, 13G, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 18I, 19A, 19B, 19C, 19D, 21A, 22A, 23A, 24A, 24C
Descriptive Writing/Parts of Speech	1A, 1C, 1D, 2A, 2B, 2D, 2E, 2F, 3B, 4A, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 10D, 10F, 10H, 10J, 10K, 10L, 11A, 11B, 11C, 12A, 12D, 12F, 12H, 12I, 13D, 15A, 15C, 15D, 15E, 15F, 15G, 15H, 16A, 16B, 16C, 16E, 16F, 16G, 17A, 17B, 17C, 17D, 17E, 17H, 18A, 18B, 18C, 18D, 18E, 18G, 18I, 19A, 19B, 19C, 19D, 19E, 20A, 20B, 20D, 21A, 21C, 22A, 22B, 22C, 23A, 23B, 23D
Resources-Library, Reference & Electronic	1A, 1C, 1D, 4A, 4B, 5A, 5B, 5E, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 15A, 15C, 16D, 16E, 16G, 17C, 18A, 18E, 18I, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 21A, 22B, 24A, 24B
Expository Writing	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 4A, 4B, 4C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 10A, 10F, 10H, 10K, 10L, 11B, 11C, 12D, 12E, 12F, 12G, 12H, 12J, 13C, 13F, 13I, 14A, 15A, 15B, 15C, 15E, 15F, 15H, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 21A, 21C, 22A, 22B, 22C, 23A, 23B, 23C, 23D, 24A
Persuasive Writing	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 4A, 4C, 5A, 5B, 5D, 5E, 5F, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9E, 9F, 9G, 10C, 10E, 10F, 10I, 10K, 10L, 11B, 11C, 11D, 12A, 12B, 12D, 12E, 12G, 13C, 14C, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 18G, 18H, 18I, 19A, 19B, 19C, 19E, 20A, 20B, 20C, 20D, 20E, 21A, 21B, 21C, 22A, 22B, 23A, 23B, 23C, 23D, 24A, 24C
Narrative Writing	1A, 1B, 1D, 2A, 2B, 2C, 2D, 2E, 4A, 4B, 4C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 10D, 10E, 10H, 10K, 10L, 11A, 11B, 11C, 11D, 12G, 12H, 12J, 12K, 13C, 15A, 15C, 15D, 15E, 15F, 15G, 15H, 16B, 17A, 17C, 17D, 17F, 17G, 17H, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 19A, 19B, 19C, 19D, 19E, 20A, 20B, 20C, 20D, 20F, 21A, 22A, 22B, 23A, 23C, 24A, 24B
Listening/Viewing/ Analyzing/Speaking/	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 3B, 4A, 4C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 9E, 9G,

Research	10C, 10E, 10G, 10H, 10K, 10L, 11A, 11B, 11C, 11D, 12E, 12F, 12G, 12I, 12J, 13C, 13E, 13F, 13I, 15A, 15B, 15E, 15F, 15H, 16C, 18A, 18B, 18C, 18D, 18E, 18F, 18H, 18I, 19A, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 21A, 21B, 22A, 22B, 22C, 23A, 23B, 23C, 23D, 24A, 24B, 24C
Business and Technical Writing	2D, 2E, 4A, 5A, 5B, 5C, 5D, 8D, 15A, 15B, 15C, 15E, 15F, 15G, 15H, 16A, 16B, 16C, 16D, 16F, 17A, 17B, 17C, 18A, 18D, 18F, 18G, 19D, 20A, 20D, 21A, 22A, 23A, 23C, 24A, 24B, 24C

GRADE 8

Unit	TEKS
Writing Process/Sentence Types/Nouns/Mechanics/Narrative Writing/Pronouns/Verbs/Diagramming/Literature/Vocabulary/Spelling	8.1A, 8.1B, 8.1C, 8.1D, 8.2A, 8.2B, 8.2C, 8.2D, 8.2E, 8.2F, 8.3A, 8.3B, 8.3C, 8.4A, 8.4B, 8.4C, 8.5A, 8.5B, 8.5C, 8.5D, 8.5E, 8.5F, 8.6A, 8.6B, 8.6C, 8.7A, 8.7B, 8.7C, 8.7D, 8.7E, 8.8A, 8.8B, 8.8C, 8.8D, 8.9A, 8.9B, 8.9C, 8.9D, 8.9E, 8.9F, 8.9G, 8.10A, 8.10B, 8.10C, 8.10D, 8.10E, 8.10F, 8.10G, 8.10H, 8.10I, 8.10J, 8.10K, 8.10L, 8.10M, 8.11A, 8.11B, 8.11C, 8.11D, 8.12A, 8.12B, 8.12C, 8.12D, 8.12E, 8.12F, 8.12G, 8.12H, 8.12I, 8.12J, 8.12K, 8.13A, 8.13B, 8.13C, 8.13D, 8.13E, 8.13F, 8.13G, 8.13H, 8.13I, 8.14A, 8.14B, 8.14C, 8.15A, 8.15B, 8.15C, 8.15D, 8.15E, 8.15F, 8.15G, 8.15H, 8.16A, 8.16B, 8.16C, 8.16D, 8.16E, 8.16F, 8.16G, 8.17A, 8.17B, 8.17C, 8.17D, 8.17E, 8.17F, 8.17G, 8.17H, 8.18A, 8.18B, 8.18C, 8.18D, 8.18E, 8.18F, 8.18G, 8.18H, 8.18I, 8.19A, 8.19B, 8.19C, 8.19D, 8.19E, 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.20G, 8.21A, 8.21B, 8.21C, 8.22A, 8.22B, 8.22C, 8.23A, 8.23B, 8.23C, 8.23D, 8.24A, 8.24B, 8.24C
Persuasive Writing; Conjunctions; Prepositions; Interjections; Complex Sentences; Literature; Vocabulary; Spelling; Benchmark Writing	8.1A, 8.2A, 8.2B, 8.2C, 8.2D, 8.2E, 8.2F, 8.3A, 8.3B, 8.3C, 8.4A, 8.4B, 8.4C, 8.5A, 8.5B, 8.5C, 8.5D, 8.5E, 8.5F, 8.6A, 8.6B, 8.6C, 8.7A, 8.7B, 8.7C, 8.7D, 8.7E, 8.8A, 8.8B, 8.8C, 8.8D, 8.9A, 8.9B, 8.9C, 8.9D, 8.9E, 8.9F, 8.9G, 8.10A, 8.10B, 8.10C, 8.10D, 8.10E, 8.10F, 8.10G, 8.10H, 8.10I, 8.10J, 8.10K, 8.10L, 8.10M, 8.11A, 8.11B, 8.11C, 8.11D, 8.12A, 8.12B, 8.12C, 8.12D, 8.12E, 8.12F, 8.12G, 8.12H, 8.12I, 8.12J, 8.12K, 8.13A, 8.13B, 8.13C, 8.13D, 8.13E, 8.13F, 8.13G, 8.13H, 8.13I, 8.14A, 8.14B, 8.14C, 8.15A, 8.15B, 8.15C, 8.15D, 8.15E, 8.15F, 8.15G, 8.15H, 8.16A, 8.16B, 8.16C, 8.16D, 8.16E, 8.16F, 8.16G, 8.17A, 8.17B, 8.17C, 8.17D, 8.17E, 8.17F, 8.17G, 8.17H, 8.18A, 8.18B, 8.18C, 8.18D, 8.18E, 8.18F, 8.18G, 8.18H, 8.18I, 8.19A, 8.19B, 8.19C, 8.19D, 8.19E, 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.20G, 8.21A, 8.22A, 8.22B, 8.22C, 8.23A, 8.23B, 8.23C, 8.23D, 8.24A, 8.24B, 8.24C
Descriptive writing; Personal writing; Literature; Vocabulary; Spelling; Benchmark Writing.	8.1A, 8.1B, 8.1C, 8.1D, 8.2A, 8.2B, 8.2C, 8.2D, 8.2E, 8.2F, 8.3A, 8.3B, 8.3C, 8.4A, 8.4B, 8.4C, 8.5A, 8.5B, 8.5C, 8.5D, 8.5E, 8.5F, 8.6A, 8.6B, 8.6C, 8.7A, 8.7B, 8.7C, 8.7D, 8.7E, 8.8A, 8.8B, 8.8C, 8.8D, 8.9A, 8.9B, 8.9C, 8.9D, 8.9E, 8.9F, 8.9G, 8.10A, 8.10B, 8.10C, 8.10D, 8.10E, 8.10F, 8.10G, 8.10H, 8.10I, 8.10J, 8.10K, 8.10L, 8.10M, 8.11A, 8.11B, 8.11C, 8.11D, 8.12A, 8.12B, 8.12C, 8.12D, 8.12E, 8.12F, 8.12G, 8.12H, 8.12I, 8.12J, 8.12K, 8.14A, 8.14B, 8.14C, 8.15A, 8.15B, 8.15C, 8.15D, 8.15E, 8.15F, 8.15G, 8.15H, 8.16A, 8.16B, 8.16C, 8.16D, 8.16E, 8.16F, 8.16G, 8.17A, 8.17B, 8.17C, 8.17D, 8.17E, 8.17F, 8.17G, 8.17H, 8.18A, 8.18B, 8.18C, 8.18D, 8.18E, 8.18F, 8.18G, 8.18H, 8.18I, 8.19A, 8.19B, 8.19C, 8.19D, 8.19E, 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.20G, 8.21A, 8.21B, 8.21C, 8.22A, 8.22B, 8.22C, 8.23A, 8.23B, 8.23C, 8.23D, 8.24A, 8.24B, 8.24C
Expository Wart/Verbs/Lit/EOC/	8.1A, 8.1B, 8.1C, 8.1D, 8.2A, 8.2B, 8.2C, 8.2D, 8.2E, 8.2F, 8.3A, 8.3B, 8.3C, 8.4A, 8.4B, 8.4C, 8.5A, 8.5B, 8.5C, 8.5D, 8.5E, 8.5F, 8.6A, 8.6B, 8.6C, 8.7A,

Spell	8.7B, 8.7C, 8.7D, 8.7E, 8.8A, 8.8B, 8.8C, 8.8D, 8.9A, 8.9B, 8.9C, 8.9D, 8.9E, 8.9F, 8.9G, 8.10A, 8.10B, 8.10C, 8.10D, 8.10E, 8.10F, 8.10G, 8.10H, 8.10I, 8.10J, 8.10K, 8.10L, 8.10M, 8.11A, 8.11B, 8.11C, 8.11D, 8.12A, 8.12B, 8.12C, 8.12D, 8.12E, 8.12F, 8.12G, 8.12H, 8.12I, 8.12J, 8.12K, 8.13A, 8.13B, 8.13C, 8.13D, 8.13E, 8.13F, 8.13G, 8.13H, 8.13I, 8.14A, 8.14B, 8.14C, 8.15A, 8.15B, 8.15C, 8.15D, 8.15E, 8.15F, 8.15G, 8.15H, 8.16A, 8.16B, 8.16C, 8.16D, 8.16E, 8.16F, 8.16G, 8.17A, 8.17B, 8.17C, 8.17D, 8.17E, 8.17F, 8.17G, 8.17H, 8.18A, 8.18B, 8.18C, 8.18D, 8.18E, 8.18F, 8.18G, 8.18H, 8.18I, 8.19A, 8.19B, 8.19C, 8.19D, 8.19E, 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.20G, 8.21A, 8.21B, 8.21C, 8.22A, 8.22B, 8.22C, 8.23A, 8.23B, 8.23C, 8.23D, 8.24A, 8.24B, 8.24C
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ENGLISH I

Unit	TEKS
Diagnostic Testing	
Parts of Speech	1A, 2B, 2C, 3B, 3D, 5A
Sentence Structure	1A, 2C, 3B, 3C, 3D, 5A, 5B
Vocabulary	6A, 6B, 6C, 6D, 6E, 6F
Elements of the Short Story/Literary Devices/Literary Analysis	1A, 1B, 1C, 2B, 2C, 2D, 2E, 3A, 3B, 4A, 4B, 4C, 4D, 4E, 5B, 6A, 6B, 6C, 6D, 6E, 6F, 7A, 7C, 7D, 7E, 7H, 7I, 7J, 8A, 10A, 10B, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 13E, 14A, 14B, 14C, 14D, 15B, 15D, 16A, 16B, 16C, 16D, 16E, 16F, 17B, 17D, 18A, 18B, 19A, 19B, 21B, 21D
Outside Reading	7A, 7B, 7G, 7J, 8A, 8D, 9A, 9B
Personal Essays	1A, 1B, 1C, 2A, 4A, 4B, 5A, 5B
Creative Writing/Journals	1A, 1B, 1C, 2A, 4A, 4B, 5A, 5B
Using Modifiers	1A, 2C, 3B, 5A
Using Phrases and Clauses	1A, 2B, 2C, 3A, 3B, 3C, 3D, 5A
Romeo and Juliet/Drama/Literary Devices/Literary Analysis	1A, 1B, 2C, 3A, 3B, 4A, 4B, 4D, 4E, 5A, 6B, 6D, 6E, 6F, 7B, 7E, 7H, 8A, 8B, 9A, 10B, 11A, 11B, 11C, 11G, 11H, 12C, 13E, 14B, 14C, 14D, 15A, 15D, 16B, 16D, 16E, 16F, 17D, 18A, 18B, 19A, 19B, 20C, 20D, 20E, 20F, 21A, 21B, 21C, 21D
Elements of Poetry/Literary Devices/Literary Analysis	1A, 1B, 3A, 3B, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 6C, 6F, 7D, 7H, 7I, 8A, 10A, 11A, 11C, 11G, 11H, 12A, 12C, 13B, 13C, 13E, 14A, 14D, 15A, 15B, 15D, 16A, 16B, 16D, 16E, 16F, 18A, 18B, 19A, 19B
Persuasive Writing	1A, 1B, 1C, 2A, 2B, 2C, 4G, 5A, 21E
Subject-Verb Agreement	1A, 2C, 3B, 3D, 5A
Punctuation	1A, 2C, 3A, 3B, 3D, 5A
Capitalization	1A, 3A, 3B, 3D, 5A
The Novel/Literary Devices/Literary Analysis	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 6A, 6B, 6C, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 8A, 8C, 9A, 9B, 10B, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 12A, 12C, 13E, 14B, 15B, 16A, 16B, 16D, 16E, 16F, 18A
Narrative Writing (Personal Narrative)	1A, 1B, 1C, 2A, 2B, 2C, 2D, 3B, 3D, 5A, 5B, 16D, 17D

Active and Passive Voice	1A, 1B, 1C, 2B, 2C, 3B, 5A, 16F
The Odyssey/Mythology/Literary Devices/Literary Analysis	1A, 1B, 1C, 2A, 2C, 3A, 3B, 3C, 4A, 4B, 4C, 4D, 4E, 5A, 6A, 6B, 6D, 6E, 6F, 7A, 7C, 7D, 7H, 7I, 8A, 10A, 10C, 11A, 11B, 11D, 11H, 13B, 13C, 14A, 15C, 16A, 16B, 16C, 16D, 16F, 17A, 17B, 17D, 18A, 18B, 19A, 19B, 20B
Research Process	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 4A, 4B, 4C, 4E, 4F, 5A, 5B, 7E, 7I, 8A, 13A, 13B, 13D, 13E, 15E, 16B, 16C, 16D, 17C, 19C, 20A

ENGLISH II

Unit	TEKS
Vocabulary	6A, 6B, 6C, 6D, 6E, 6F, 6G
Daily Oral Language/ Daily Language Skillbuilder	2A, 3B, 5A, 5B
Journal Writing	1A, 1B, 1C, 2A
Nonfiction/Literary Analysis/Critical Reading	1A, 1B, 2C, 3A, 3B, 4A, 4B, 4C, 4D, 4E, 4F, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 9A, 10A, 10B, 10C, 11B, 11E, 11F, 12A, 12B, 13D, 15A, 15D, 15E, 16B, 16C, 16D, 16E, 16F, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 21B, 21C, 21D
Expository Writing	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3D, 4A, 4B, 4E, 4F, 4G, 5A, 5B, 15A, 15C, 15E, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 17E, 17F, 20C, 21B, 21D
Reading and Writing Personal Essays	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3D, 4A, 4B, 4C, 4D, 4E, 4F, 5A, 5B, 6B, 6C, 6D, 6E, 6G, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 10A, 10B, 10C, 11B, 11E, 11F, 12A, 13D, 15A, 15B, 15D, 16A, 16B, 16C, 17A, 17B, 17D, 17F, 18C, 19A, 19B, 19C, 20A, 20B, 20D, 21A, 21B, 21D
Novel/Literary Analysis/Critical Reading	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 6A, 6B, 6C, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 13A, 13B, 13C, 13D, 13E, 14B, 15B, 16A, 16B, 16D, 16E, 16F, 18A
Sentence Construction/Sentence Conciseness	1A, 2C, 2D, 3A, 3B, 3C, 3D, 5A, 5B
Test Taking Strategies	2A, 2B, 2C, 3A, 3B, 3D, 4A, 4D, 4E, 4F, 5A, 16F
Research Project	1A, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3D, 4B, 4D, 4E, 4F, 4G, 5A, 5B, 12A, 12B, 12C, 13A, 13B, 13C, 13D, 13E, 15A, 20E, 20F, 21E
Short Story/Literary Analysis/Critical Reading	1A, 1B, 1C, 2A, 2C, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 4E, 4F, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7C, 7D, 7E, 7G, 7H, 8A, 8B, 8D, 9A, 10A, 10B, 10C, 11B, 11C, 11F, 12C, 13A, 13B, 13D, 13E, 14A, 14B, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 16E, 16F, 17A, 17C, 17D, 17E, 17F, 18A, 18B, 18C, 19A, 19B, 20A, 20B, 21B, 21C, 21D
Arthurian Legends/ Mythology	1A, 1B, 1C, 2C, 3A, 3B, 4A, 4B, 4C, 4E, 4F, 6B, 6C, 6E, 6G, 7A, 7D, 7F, 7G, 7H, 8A, 8B, 10A, 10B, 10C, 11A, 11E, 11F, 12A, 14A, 14B, 15A, 15C, 15D, 16A, 16C, 16D, 16E, 17D, 17F, 18A, 18B, 18C, 19A, 19B, 20B, 21B, 21C, 21D
Persuasive Essay	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3D, 4A, 4E, 5A, 5B, 15A, 15C, 16C, 17F, 21B, 21D

Phrases/Clauses	1A, 1C, 2B, 2C, 3A, 3B, 3C, 3D, 5A
Compound/Complex Sentences	1A, 2B, 2C, 3A, 3B, 5A
Basic Punctuation	1A, 2C, 2E, 3A, 3D, 5A
Poetry/Literary Analysis/Critical Reading	1A, 1C, 2A, 2C, 3A, 3B, 4B, 4C, 4E, 6D, 6E, 6G, 7C, 7D, 7E, 7G, 7H, 8A, 8B, 10A, 10B, 11A, 11D, 11E, 11F, 12A, 13B, 13D, 14A, 14B, 15A, 15B, 15D, 16A, 16B, 16C, 16D, 16E, 16F, 17A, 17B, 17E, 17F, 18A, 18B, 18C, 19A, 19B, 21B, 21C
Julius Caesar/Literary Analysis/Critical Reading	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 4A, 4B, 4C, 4D, 4E, 5A, 5B, 6C, 6D, 6E, 7C, 7D, 7E, 7F, 7H, 7I, 8A, 10A, 10B, 10C, 11D, 11F, 12A, 12B, 12C, 13A, 13B, 13C, 13D, 13E, 14B, 15A, 15B, 15D, 16A, 16B, 16D, 16F, 17A, 17C, 17D, 17E, 18A, 18B, 18C, 19A, 21B, 21C
Speech Presentation Skills	1A, 14A, 14B, 15A, 15C, 15E, 16A, 16B, 16C, 16D, 16E, 16F, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Spelling	3A, 3B, 3C, 3D, 5A
Verbals	1A, 1C, 2B, 2C, 3A, 3B, 3C, 3D, 5A

ENGLISH III

Unit	TEKS
Composition: The writing process	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 7H, 12A, 12B, 12C
Composition: Informal essay Reflective essay	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B
Group writing analysis (Peer editing)	14A, 14B, 14C, 14D, 14E, 15A, 15B, 15C, 15D, 15E, 15F, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Writing workshops	3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B
Grammar: Review of parts of sentence Using phrases-- verbal phrases	3A, 3B, 3C, 3D, 3E
Vocabulary: SAT review Wordskills,	6A, 6B, 6C, 6D, 6E, 6F, 6G
Literature: Native American Traditions, Accounts of Exploration and Exploitations	6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 13A, 13B, 13C, 13D, 13E, 14A, 14B, 14C, 14D, 14E
Literature: The Puritan Tradition Anne Bradstreet's poetry William Bradford, William Byrd, John	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C
Outside reading Book reports, oral presentations, visual representations, powerpoint, literature circles, etc.	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 15A, 15B, 15C, 15D, 15E, 15F, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F, 21A, 21B, 21C, 21D, 21E
Composition: Comparison and contrast	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 7E

Grammar: Dangling and misplaced modifiers, active-passive voice, shifts in point of view, parallelism	3A, 3B, 3C, 3D, 3E
Grammar: Using modifiers, Capitalization, End marks and commas	3A, 3B, 3C, 3D, 3E
Vocabulary: SAT analogies Wordskills	6A, 6B, 6C, 6D, 6E, 6F, 6G
Literature: The Right to Be Free Patrick Henry, Thomas Paine, Thomas Jefferson, Benjamin Franklin	1A, 1B, 1C, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Literature: The Revolutionary Period Franklin, from "Autobiography" Patrick Henry, "Speech to Virginia Convention	1A, 1B, 1C, 7H, 8C, 9A, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12C
Literature: The Spirit of Individualism: Celebrations of the Self. The Dark Side of Individualism	1A, 1B, 1C, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Romanticism Irving, "The Devil and Tom Walker" -- irony and humor Bryant, "Thanatopsis" -- poetic devices, figurative language, theme, and symbolism	7H, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 14A, 14B, 14C, 14D, 14E, 15A, 15B, 15C, 15D, 15E, 15F, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Transcendentalism: Hawthorne, Thoreau, Emerson The Night Thoreau Spent in Jail (a play)-- read aloud in class	7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C
The Scarlet Letter Theme, symbolism, characterization, language, stylistic devices, vocabulary	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 18A, 18B, 18C, 19A, 19B, 19C, 20B, 20D
Research paper	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 13A, 13B, 13C, 13D, 13E
Composition: Persuasive essay, Business writing	1A, 1B, 1C, 12C
Grammar: Fragments and run-on sentences Sentence length and variety	3A, 3B, 3C, 3D, 3E
Literature: Conflict and Expansion Mark Twain, Stephen Crane, Walt Whitman, Bret Harte, Ambrose Bierce, Abraham Lincoln, Frederick Douglas	1A, 1B, 1C, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Mark Twain, The Adventures of Huckleberry Finn Introduction to realism and naturalism Elements of the novel, humor and satire Movie, Huck Finn In-class essay	1A, 1B, 1C, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F
Composition: Short story writing	3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B
Literature: The Modern Age Elements of poetry and the short story	1A, 1B, 1C, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 17A, 17B, 17C, 17D, 17E,

	17F, 18A, 18B, 18C
Literature: War Abroad and Conflict at Home	1A, 1B, 1C, 5A, 5B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8C, 8D, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 13A, 17A, 17B, 17C, 17D, 17E, 17F, 18A, 18B, 18C
Vocabulary: SAT, ACT practice skills Wordskills	6A, 6B, 6C, 6D, 6E, 6F, 6G

ENGLISH IV

Unit	TEKS
Effective introductions and conclusions	2B, 2C
Vocabulary SAT analogies	7A, 7B, 7C, 7D, 7E, 7F, 7G
Hamlet optional play to MacBeth or as extended assignment	12A, 12B, 12C, 12D, 12E, 15A, 15C, 15E, 18A, 18B, 18D, 19A, 19B, 19C, 20B, 20D
The literary essay Tone, audience, point of view, diction, figurative language, verb tense	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4H, 7F, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 13A, 13B
History of English language	7D, 7E, 8A, 8B, 8C, 8D
Grammar: Sentence fragments and run-on sentences Sentence conciseness and variety	3A, 3B, 3C, 3D, 3E
Composition options: Persuasive essay or speech Problem-solving for critical thinking Motivational techniques Political speeches Propaganda pamphlets Reasoning techniques	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 8A, 8B, 8D, 8E, 8G, 9B, 11B, 13A, 13B, 13C, 13D, 13E, 13F, 14A, 14B, 14F, 14G, 15A, 15B, 15C, 15E, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 17A, 17B, 17C, 17D, 17E, 17F, 17H, 18A, 18B, 18C, 18D
Clauses Independent clauses	2F, 3C
The Research Paper Locating and organizing material, taking notes, outlining, writing first draft, revision techniques, writing final draft, using parenthetical documentation, works cited	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 9B, 9C, 9D, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 15A, 15E, 16A, 16B, 16H, 17G, 21B, 21C, 21E
Parallel structure in writing Coordinate form Comparison and contrast Correlative form	3B
Metaphysical poetry of John Donne Sonnet form "Valediction: Forbidding Mourning" metaphysical conceit "Meditation XVII": analysis and in class essay	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 7A, 7B, 7D, 7E, 8A, 8B, 8E, 8G, 8H, 8I, 9C, 10A, 10C, 11B, 11D, 12A, 12E, 12F, 12G, 13C, 13E, 14B, 14F
Active and passive voice	1C, 2A
John Million's Paradise Lost	1B, 2B, 2E, 3B, 4A, 4B, 4D, 4H, 5A, 7B, 7C, 7E, 8C, 8D, 8H, 9A, 9B, 11B, 12G, 15C, 15E, 16B, 16F, 17G, 18D, 19A, 19B, 20A
Anglo-Saxon Period	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4G, 4H, 6A, 7A, 7B, 7E, 7F, 7G, 8B, 8D, 8F, 8G, 8H, 8I, 9C, 10A, 10B,

	10C, 11B, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 14B, 14C, 15A, 15B, 15C, 15D, 15E, 16F, 17G, 18D
The Restoration and Enlightenment Non-fiction	1B, 1C, 1D, 2A, 2B, 2C, 2E, 2F, 2H, 4B, 4D, 4H, 7A, 7F, 8A, 8D, 8G, 8H, 10C, 11B, 11D, 12A, 12E, 12G, 13B, 13D, 13E, 13F, 14D, 15E, 19A, 19B
Early Medieval Period Historical background Ballads - elements and form	1A, 1B, 1C, 1D, 1F, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 4G, 4H, 7A, 7C, 7D, 7E, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 9A, 9C, 10A, 10B, 10C, 11A, 11B, 11D, 12A, 12C, 12D, 12E, 12F, 12G, 13B, 13D, 13F, 14B, 16A, 16B, 16C, 16D, 16F, 17F, 17G, 18D, 19A, 19B, 20B, 21A, 21B, 21C, 21D, 21E
Jonathan Swift: Elements of satire, humor and irony "A Modest Proposal" Gulliver's Travels (excerpt and movie)	1A, 1B, 1C, 1F, 2C, 3B, 3C, 4B, 4H, 7A, 7E, 8A, 8B, 8D, 8E, 8F, 8G, 8H, 8I, 9A, 9C, 10A, 10C, 11A, 11B, 11D, 12A, 12E, 12F, 12G, 13E, 13F, 14B, 14F, 16A, 17F, 17G, 19A, 19B, 20B
Later Medieval Period Introduction to satire History of Middle English	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 4C, 4G, 4H, 7A, 7B, 7C, 7D, 7E, 8A, 8B, 8D, 8E, 8F, 8G, 8I, 9A, 9C, 10A, 10C, 11A, 11B, 11D, 12A, 12C, 12D, 12F, 12G, 13C, 13D, 13E, 14B, 14F, 14G, 15A, 15C, 16A, 16E, 16F, 16H, 17G, 18B, 19A, 19B, 20B
Novel or Play unit	8F, 8G, 8H, 8I, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 13A, 13B, 13C, 13D, 13E, 13F, 15A, 15B, 15C, 15D, 15E, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 18A, 18B, 18C, 18D
Renaissance	1A, 1C, 1D, 1E, 1F, 2B, 2C, 2D, 2E, 2F, 3B, 7A, 7B, 7E, 7F, 8A, 8B, 8C, 8G, 8H, 8I, 9A, 9B, 9C, 9D, 10A, 10C, 11A, 11B, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 13D, 13F, 14B, 16A, 17A, 17B, 17C, 17D, 17F, 17G, 18C, 19A, 19B, 20A, 20B, 21B, 21C
Romanticism and Gothic Fiction	1A, 1B, 1C, 1D, 1E, 1F, 2C, 3B, 4A, 4B, 4D, 4H, 5C, 6C, 7A, 7B, 7C, 7E, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 9A, 9C, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 13F, 14A, 14B, 14C, 14D, 14F, 15A, 15B, 15C, 15D, 15E, 16A, 16C, 16F, 17G, 18D, 19A, 19B, 20A, 20B
Writing the college application essay	1A, 1B, 1C, 1E, 1F, 2A, 2B, 2C, 2E, 2F, 2G, 3A, 3B, 3C, 3D, 4A, 4B, 4D, 4E, 4H, 5B, 6A, 6B, 6C
The Victorian Period	1B, 1C, 3A, 3B, 4A, 4B, 4D, 4H, 8A, 8D, 8G, 8H, 12A, 12E, 12G, 13F, 15A, 15B, 15E, 16B, 16D, 16E, 16F, 17G, 17H, 19A
Modern Period Visual aid	1A, 1B, 1C, 1D, 1E, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 9C, 9D, 10A, 10B, 10C, 11D, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 13E, 13F, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 17A, 17B, 17E, 17F, 17G, 21A, 21B, 21C, 21D
Contemporary poets	1A, 1B, 1C, 1D, 1E, 1F, 4C, 4D, 4G, 4H, 5A, 8A, 8C, 8D, 8G, 8H, 9A, 11A, 11B, 12A, 12E, 12G, 13F, 15A,

	16B, 16C, 16F, 16G, 17F, 17G, 18D, 19A, 19B, 20B
Poll/Survey Project and Presentation and final speech	5A, 5B, 5C, 5D, 6A, 6B, 6C, 7A, 7B, 7D, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 15A, 15B, 15C, 15D, 15E, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 18A, 18B, 18C, 18D, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F, 21A, 21B, 21C, 21D, 21E

COMMUNICATION APPLICATIONS

Unit	TEKS
Putting Communication to Work for You	1A, 1B, 1C, 1D, 1E, 1F, 1I, 1J, 1K, 2A, 2B, 2E, 2F, 2G, 2I, 3A, 3B, 3C, 3D, 3E, 3G, 3H, 3I, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4I, 4J, 4K, 4L, 4M, 4N
Exploring the Communication Process	1A, 1B, 1C, 1D, 1E, 1F, 1I, 1J, 1K, 2A, 2B, 2E, 2F, 2G, 2H, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4G, 4H, 4I, 4K
The Communication Process and You	1A, 1B, 1C, 1E, 1I, 1J, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2I, 3C, 3D, 3E, 3H, 3I, 4A, 4B, 4C, 4G, 4K, 4M, 4N
Discovering the Power of Oral Language	1A, 1B, 1C, 1D, 1I, 1J, 1K, 2B, 2F, 2G, 2H, 2I, 3B, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4I, 4J, 4K, 4L, 4M, 4N
Understanding Nonverbal Communication	1B, 1C, 1E, 1F, 1G, 1I, 1J, 1K, 2B, 2C, 2D, 2E, 2F, 2G, 2I, 3D, 3E, 3H, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N
Toward Effective Listening	1A, 1C, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 3D, 3E, 3G, 3H, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4M
Building Effective Interpersonal Relationships	1A, 1B, 1C, 1F, 1G, 1H, 1J, 1K, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 3B, 3C, 3D, 3E, 3H, 3I, 4A, 4C, 4D, 4E, 4F, 4H, 4G, 4I, 4J, 4K, 4L, 4M
Developing Effective Interpersonal Skills	1A, 1B, 1C, 1D, 1E, 1F, 1I, 1J, 2B, 2C, 2D, 2E, 2F, 2H, 2I
Exploring the Interview Process Section	1A, 1B, 1C, 1D, 1E, 1F, 1I, 1J, 1K, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 3D, 3E, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4N
Understanding the Nature of Groups	1A, 1B, 1C, 1E, 1F, 1I, 1K, 2A, 2B, 2C, 2F, 2G, 3A, 3B, 3C, 3D, 3E, 3F, 3H, 3I, 3J, 3K, 3N 4B, 4C, 4D, 4I, 4J, 4K, 4L, 4M, 4N
Making Groups Work	1A, 1C, 1E, 1F, 1G, 1H, 1I, 2A, 2B, 2C, 2D, 2E, 2F, 2I, 3A, 3B, 3C, 3D, 3E, 3F, 3H, 3I, 4A, 4D, 4J, 4K, 4L, 4M, 4N
Managing Conflict	1A, 1B, 1C, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 2B, 2G, 2I, 3D, 3E, 3H, 4A, 4B, 4C, 4E, 4F, 4G, 4I, 4J, 4K, 4L, 4M, 4N
Functioning as a Leader	1A, 1B, 1C, 1G, 1I, 1J, 1K, 2A, 2B, 2C, 2D, 2G, 3B, 3D, 3F, 3G, 3H, 3I, 4C, 4D, 4G, 4K
Preparing for Professional Presentations	1A, 1B, 1C, 1I, 1J, 2B, 2G, 2I, 3D, 3E, 3I, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N
Organizing Presentations	1E, 1F, 1I, 2B, 2E, 2F, 2G, 2I, 3D, 3E, 3G, 3H, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N
Supporting Presentations	1A, 1B, 1C, 1D, 1E, 1I, 1J, 3D, 4A, 4B, 4C, 4E, 4F, 4G, 4J, 4K
Preparing for Presentations	1A, 1B, 1C, 1D, 1E, 1J, 2B, 2I, 3A, 3B, 3C, 3D, 3E, 3F, 3I,

	4B, 4C, 4D, 4F, 4G, 4H, 4J, 4K, 4L, 4M, 4N
Making and Evaluating Group Presentations	1B, 1C, 1E, 1H, 1J, 1K, 2A, 2B, 2C, 2I, 4A, 4D, 4E, 4I, 4J, 4K, 4L, 4M, 4N

SOCIAL STUDIES

GRADE 6

Unit	TEKS
Learning About Our World-	21B, 21C, 22A, 22D, 20A, 21B, 21C, 6A, 7B, 22A, 21C, 22C, 5A
North Africa and Southwest Asia	4A, 21B, 21C, 22A, 22D, 2A, 3B, 4A, 4B, 4D, 5A, 16A, 21B, 21C, 22A, 6B, 21B, 21C, 22A, 22D, 1B, 4B, 5A, 5B, 6B, 7A, 7B, 22A
Asia	3A, 5A, 19B, 21B, 21C, 22A, 22D, 4D, 7A, 7B, 7C, 8A, 9B, 16A, 20B, 22A, 4A, 5A, 21B, 21C, 22A, 22D, 3B, 4B, 5A, 21C
Europe	12C, 16A, 18A, 21B, 21C, 22A, 22D, 2A, 2B, 3B, 12C, 17C, 18A, 18C, 21C, 8A, 9A, 20B, 21B, 21C, 22A, 22D, 8A, 9A, 10B, 17C, 20A, 22A
Russia and the Eurasian Republics	3A, 4A, 4D, 5A, 21B, 21C, 22A, 22D, 4B, 4D, 5A, 15C, 22A, 1A, 2A, 4B, 5A, 16A, 21B, 21C, 22A, 22D, 1A, 1B, 2A, 2B, 11B, 12B, 12D, 17B, 22A
Africa South of the Sahara	3A, 15B, 15C, 17A, 21B, 21C, 22A, 22D, 4D, 5A, 6A, 8B, 9A, 18D, 22A, 3A, 5A, 16A, 21B, 21C, 22A, 22D, 3B, 4A, 4C, 4D, 5A, 6C, 8B, 9A, 21C
North America and Middle America	1A, 3A, 4A, 5A, 8A, 21B, 21C, 22A, 22D, 3B, 4D, 4B, 5A, 6A, 8A, 8B, 9A, 12B, 21C, 22A, 3A, 21B, 21C, 22A, 22D, 4B, 21C, 22A
South America	3A, 7A, 21B, 21C, 22A, 22D, 3B, 5A, 9A, 21C, 3A, 4B, 4D, 5A, 21B, 21C, 22A, 22D, 3B, 4D, 5A, 9A, 21C
Australia, Oceania, and Antarctica	3A, 16A, 21B, 21C, 22A, 22D, 4D, 5A, 6A, 6B, 6C, 8B, 9A, 18A, 3A, 4D, 5A, 8B, 9A, 21B, 21C, 22A, 22D, 1A, 3B, 4D, 5A, 15D, 21C, 22A

GRADE 7 (TEXAS HISTORY)

Unit	TEKS
Geography of Texas	7.8A, 7.8B, 7.9A, 7.9B, 7.9C, 7.10A, 7.10B, 7.19C, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Multicultural Customs	7.19A, 7.19B, 7.19C, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Texas Politics	7.17A, 7.17B, 7.17C, 7.18A, 7.18B, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Multicultural Nature of Texas	7.18A, 7.18B, 7.19A, 7.19B, 7.19C, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Early Explorers and Settlers	7.2A, 7.2B, 7.2C, 7.2F, 7.9A, 7.9B, 7.10A, 7.10B, 7.11A, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Texas Christmas Traditions	7.19A, 7.19B, 7.22A, 7.22B, 7.22C, 7.22D

and Their Cultural Origin	
Texas Revolution	7.2D, 7.2E, 7.2F, 7.3A, 7.3B, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Republic of Texas	7.2D, 7.2E, 7.3A, 7.3B, 7.4A, 7.4B, 7.11B, 7.11C, 7.11D, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
The Lone Star State	7.5A, 7.5B, 7.6A, 7.6B, 7.12A, 7.12B, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Growth and Development of State	7.6A, 7.6B, 7.9A, 7.9B, 7.9C, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Early 20th Century	7.7A, 7.7B, 7.7C, 7.7D, 7.7E, 7.9A, 7.9B, 7.9C, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Modern Texas	7.1A, 7.1B, 7.1C, 7.10A, 7.10B, 7.11A, 7.11B, 7.11C, 7.11D, 7.12A, 7.12B, 7.12C, 7.13A, 7.13B, 7.13C, 7.19A, 7.19B, 7.19C, 7.20A, 7.20B, 7.20C, 7.20D, 7.20E, 7.20F, 7.21A, 7.21B, 7.21C, 7.21D, 7.21E, 7.21F, 7.21G, 7.21H, 7.22A, 7.22B, 7.22C, 7.22D, 7.23A, 7.23B
Texas Government	7.14A, 7.14B, 7.15A, 7.15B, 7.15C, 7.16A, 7.16B

GRADE 8 (U.S. HISTORY)

Unit	TEKS
Geography Review	8.10A, 8.10B
European Exploration	8.2A
The English Colonies	8.1C, 8.2A, 8.2B, 8.3A, 8.3B, 8.3C, 8.11A, 8.12A, 8.12C, 8.13A, 8.13B, 8.16A, 8.26A
French and Indian War	8.4A
The American Revolution	8.1C, 8.4A, 8.4B, 8.4C, 8.16A, 8.16C
Creating a New Republic	8.1C, 8.4D, 8.5A, 8.5B, 8.5E, 8.15A, 8.15B, 8.16A, 8.16B, 8.18A, 8.21A, 8.21B
The United States Constitution	8.16A, 8.16C, 8.16D, 8.17A, 8.17B, 8.17C, 8.19A, 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.21C, 8.22A, 8.22B, 8.22C, 8.26C
The New Nation Growth War of 1812	8.5C, 8.5D, 8.5E, 8.14A
Westward Expansion	8.6A, 8.6B, 8.6C, 8.6D, 8.6E
Andrew Jackson Indian Removal Bank Crisis Trail of Tears	8.5F, 8.5G
Reform Movement	8.12B, 8.12C, 8.14B, 8.15B, 8.25B, 8.26B, 8.28A, 8.28B, 8.28C, 8.28D
Life in the North and South	8.7A, 8.7B, 8.7C, 8.7D, 8.11A, 8.12A, 8.13A, 8.13B, 8.18B, 8.19B, 8.25A
The War Between the States	8.8A, 8.8B, 8.8C, 8.25B
Reconstruction	8.9A, 8.9B, 8.9C, 8.29C

WORLD GEOGRAPHY

Unit	TEKS
How Geographers Look at the World	1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 8A, 8B, 8C, 9A, 9B, 12B, 12C, 13A, 15A, 19A, 19B, 21A, 21B, 21C, 21D, 22A, 22B, 22C,

	22D, 23A, 23B, 23C, 23D
Environments, Peoples and Cultures	2A, 2B, 5A, 5B, 6B, 7A, 7B, 7C, 7D, 8A, 8B, 8D, 9A, 9B, 12C, 14C, 16A, 17A, 17B, 18A, 18C, 18D, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Physical, Cultural and US / Canada Today	1A, 2A, 5A, 5B, 7B, 8A, 8B, 8D, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 12B, 12C, 13A, 13B, 14A, 14C, 15A, 15B, 16A, 16C, 17A, 18B, 18D, 19A, 19B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Physical, Cultural and Latin America Today	1A, 1B, 2A, 3B, 4A, 4C, 5A, 5B, 6A, 6B, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 10C, 11B, 11C, 12A, 12B, 12C, 14A, 14B, 14C, 15A, 15C, 16A, 16B, 16C, 17A, 17B, 18A, 18B, 18C, 18D, 20B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Physical, Cultural and Europe Today	1A, 1B, 2A, 3A, 5A, 5B, 6A, 6B, 7B, 8A, 8B, 8D, 9B, 10A, 10B, 11B, 12A, 12B, 12C, 14A, 14B, 14C, 15A, 15C, 16B, 16C, 17A, 18A, 18C, 18D, 19A, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Physical, Cultural and Russia Today	1A, 2A, 3B, 4A, 4C, 5A, 5B, 6B, 7C, 8A, 8B, 8D, 9A, 10A, 10B, 10C, 11A, 11B, 12B, 12C, 14A, 14B, 14C, 15A, 15C, 16B, 16C, 17A, 17B, 18A, 18B, 18C, 18D, 19B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Physical, Cultural, and Africa Today	1A, 1B, 2A, 3B, 4B, 4C, 5A, 5B, 6B, 7B, 7C, 7D, 8A, 8B, 8D, 9A, 10B, 10C, 11A, 11B, 11C, 12A, 12B, 12C, 14B, 14C, 15A, 16B, 16C, 17A, 17B, 18A, 18B, 18C, 18D, 20B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
South Asia Physical, Cultural of South Asia Today	1A, 2A, 2B, 3B, 4A, 4C, 5A, 5B, 6B, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10C, 11B, 12B, 12C, 14A, 14C, 16B, 16C, 17A, 17B, 18A, 18B, 18C, 18D, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
East Asia Physical, Cultural and East Asia Today	1A, 2A, 2B, 3B, 4B, 4C, 5A, 5B, 6B, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 12B, 14A, 14C, 15A, 15C, 16A, 16B, 16C, 17A, 17B, 18A, 18C, 19B, 20B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
South East Asia	1A, 2A, 2B, 3B, 4B, 5A, 5B, 6B, 7B, 8A, 8B, 8C, 8D, 9B, 10C, 11A, 11B, 11C, 12B, 14C, 16B, 16C, 17A, 17B, 18A, 18C, 19B, 20B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D
Australia, Antarctica and Oceania	1A, 2A, 2B, 3B, 4A, 4B, 4C, 5A, 5B, 6A, 6B, 7B, 8A, 8B, 8C, 8D, 9B, 10C, 11A, 11B, 12A, 14A, 14C, 16B, 16C, 17A, 17B, 18A, 18B, 18C, 18D, 19B, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D

WORLD HISTORY

Unit	TEKS
All Year	1A, 1B, 1C, 1D, 2A, 2B, 11A, 11B, 12A, 12B, 12C, 20A, 20B, 20C, 21A, 21B, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 25I, 26A, 26B, 26C, 26D, 27A, 27B
Rise of Civilization	1A, 1B, 1C, 12A, 13A, 13B, 16B, 18A, 19A
Classical Civilizations Part A	1A, 1C, 3A, 11A, 11B, 15B, 16A, 18A, 18B, 19A, 20A, 20B, 20C,

	22B, 23A, 23B
Classical Civilizations Part B	1A, 6A, 6B, 6C, 19A, 22A, 23B, 23C, 23E
The Medieval World Part A	1B, 3C, 16B, 19A, 19B, 23B
The Medieval World Part B	1A, 1B, 1C, 1D, 3A, 3B, 3C, 15A, 16A, 16B, 17A, 17B, 18A, 25E, 27A, 27B
Civilizations in Asia, Africa, and the Americas	7A, 23C
Transition to Modern Times	1B, 1D, 4A, 4B, 5A, 5B, 18C, 20A
Rising Tide of Revolution	1B, 1D, 2A, 2B, 7A, 8A, 8B, 8C, 14A, 15A, 15C, 16A, 16B, 17A, 17B, 18A, 18B, 22C, 23A, 23D, 24C
Industrialization and its Impact	1A, 1B, 1C, 24A, 24B, 25B, 25E, 25H, 27A, 27B
Western Imperialism	7A, 7B
Civilization in Crisis	1A, 1B, 1C, 1D, 7B, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 11A, 11B, 14C, 17A, 17B, 18C, 18D, 19B
The Contemporary World	8C, 8D, 9A, 9B, 10A, 10B, 14B, 14C, 15D, 18C, 18D

U.S. HISTORY SINCE RECONSTRUCTION

Unit	TEKS
Reconstruction Review & Westward Expansion	2B, 7A
Industrialization and Rise of Big Cities	2A, 2B, 2C, 8B, 10A, 10B, 12A, 19A, 19B, 21B, 21C, 22A, 22B, 22C, 23A
Politics	2A, 2C, 12B, 12C
Isolation to Empire	3A, 8A, 8B, 9B, 12D, 12E
Progressive Era	4A, 4B, 9A, 11B, 12D, 17B, 18A, 19A, 22A, 22B
Wilson and World War I	3B, 3C, 3D, 12E, 14E, 15B, 19A, 21D
The Roaring Twenties	5A, 5B, 13A, 13B, 14E, 15C, 17B, 18A, 18B, 20A, 20B, 20C, 20D, 20E, 21A, 21D
The Great Depression	10A, 13B, 13C, 13D, 13E, 14D, 15A, 15D, 16B, 20A
World War II	6A, 6B, 6C, 14A, 15B, 18C, 21D, 22A
The Cold War	6D, 6E, 6F, 6G, 10A, 11A, 14B, 14C
The Civil Rights Movement	7A, 7B, 7C, 7D, 17A, 21A
The Sixties	7C, 17B, 19C, 20A, 20B, 20C, 23B
The Vietnam War	6E, 16A
Decade of Doubt	15C, 16A, 17B, 21D
"Don't Worry, Be Happy!"	16A, 17A

GOVERNMENT

Unit	TEKS
Theories & Form of Govt.: Principles of Govt. Origins of American Govt.	1A, 1B, 2A, 2B, 4A, 5A, 5B, 8A, 13A, 13B, 13C, 14A, 15D
Organization of Govt. in America: Constitution Federalism Civil Liberties & Bill of Rights	2C, 2D, 4A, 5A, 5B, 8A, 8C, 8D, 8E, 9E, 10A, 10B, 10C, 10D, 13A, 13B, 13C, 14A, 14B, 14C, 14F, 15C, 15D, 17B, 17C, 18A, 18B, 18C
Legislative Branch	4A, 5A, 5B, 6A, 6B, 7B, 8B, 8F, 9A, 9E, 9H, 9I, 11A, 14D, 14E,

	15D, 16A, 17C, 18A, 20A, 20B
Executive Branch	2D, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 6C, 7A, 7B, 8B, 8F, 9B, 9D, 9E, 9G, 9H, 9I, 11A, 11B, 12A, 12B, 12C, 12D, 14D, 15A, 15B, 15C, 15D, 16A, 17C, 18A, 19A, 19B, 20A, 20B
Judicial Branch	4A, 5A, 5B, 6A, 6B, 8B, 8F, 9C, 9E, 9F, 9G, 9H, 9I, 11A, 14A, 14B, 14C, 14D, 14E, 15D, 16A, 17B, 17C, 18A, 18B, 18C
American Political System: Political Parties & Voting Behavior Media & Citizenship	3A, 3B, 4A, 4B, 5A, 5B, 7A, 7B, 8B, 8F, 9G, 11A, 15D, 16A, 16C, 17A, 17B, 17C, 18A, 18B, 18C

ECONOMICS

Unit	TEKS
Introduction to Economics	1A, 1B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 10A, 10B, 19A, 19D
Supply & Demand	7A, 7B, 23A, 23B, 23C, 23D, 23E, 23F, 23G, 26A, 26B, 26C, 26D
International Trade	12A, 12B, 13A, 13B, 13C, 13D, 14A, 14B
The Stock Market	11B, 11C, 27A
Money & Banking	8A, 8B, 11A, 11B
Federal Reserve System	18A, 18B
Government & the Economy	2A, 2B, 2C, 2D, 15A, 15B, 16A, 16B, 17A, 17B, 17C, 20A, 20B, 27B
Business and Labor	9A, 9B, 9C, 19B, 19C, 21A, 21B, 22A, 22B, 24A, 24B, 24C, 24D, 25A, 25B

TECHNOLOGY APPLICATIONS

COMPUTER LITERACY - GRADE 6 AND 7

Unit	TEKS
Introduction to Computers	1A, 1B, 1C, 1E, 1F, 1G, 1H, 2A, 2B, 2C, 3A, 3B, 5A, 5C, 7A
Keyboarding	2B, 2D, 2C, 2E, 2F
Word Processing	1A, 1B, 1C, 1D, 1E, 1F, 2A, 2D, 2E, 5A, 5B, 5C, 7A, 7B, 7C, 7G, 7I, 7J, 8C, 8E, 9A, 10A, 10D, 11A, 12C, 12D
Desktop Publishing	1A, 1C, 1D, 1E, 1F, 2A, 2D, 5A, 5C, 7E, 7F, 7J, 8C, 10A, 10D, 11A, 12C, 12D
Spreadsheet	1A, 1C, 1E, 1F, 5C, 7B, 7J, 8C, 8D, 8E, 10C, 10D, 10E, 12C, 12D
Internet Research	1A, 1C, 1D, 1E, 1H, 1I, 3A, 3B, 3C, 3D, 3E, 4A, 4B, 5C, 6A, 6B, 6C, 7H, 8A, 8B, 8C, 8E, 9B, 11C
Electronic Mail	8A
Database and CD-ROM Encyclopedia	1A, 1C, 1E, 1F, 4B, 5B, 5C, 6A, 6B, 6C, 7C, 7G, 7H, 7J, 8C, 8E, 9B, 10A, 10D, 10B, 12A, 12C, 12D
Ethics.	1A, 1C, 1F, 3A, 3B, 3C, 3D, 7I, 7J, 8C, 8E, 9A, 10A, 10D, 12D
Multimedia Presentations.	1A, 1C, 1E, 1F, 2A, 2D, 3A, 3B, 3C, 4A, 4B, 5A, 5B, 5C, 6A, 6B, 6C, 7D, 7J, 8C, 8D, 8E, 9A, 9B, 10A, 10B, 10D, 10E, 11A, 11B, 12A, 12B, 12C, 12D
Internet Publishing.	7J, 8C, 8E, 10A, 10D, 11A, 11B, 11C, 12C, 12D
Self-Assessment.	1A, 1C, 1F, 3D, 3E, 7I, 7J, 8C, 8E, 9A, 10A, 10D, 11A, 11B, 11C, 12B, 12C, 12D

KEYBOARDING - MIDDLE SCHOOL

Unit	TEKS
Keyboarding Basics.	1A 1B 1C
Alphabetic Keys.	1A 1B 1C 1F 2E 2F 2H
Word Processing Formatting.	1A 1B 1C 1F 2E 2F 2H
Capitalization, Punctuation and Number Expression Skills.	1A 1B 1C 1D 1F 2E 2F 2G 2H
Word Processing Editing.	1A 1B 1C 1F 2E 2F 2G 2H
Correspondence.	1A 1B 1C 1F 2A 2B 2E 2F 2G 2H
Numeric Keys.	1A 1B 1D 2E 2F 2H
Symbol Keys.	1A 1B 1D 2E 2F 2H
Word Processing Composition.	1A 1B 1C 1F 2E 2F 2G 2H
Reports.	1A 1B 1C 1F 2C 2E 2F 2G 2H
Outlining.	1A 1B 1C 1F 2D 2E 2F 2H
Ten Key Numeric Keypad.	1A 1B 1E 1F 2E 2F 2H

COMPUTER SCIENCE I

Unit	TEKS
Parts of the computer	1A, 1B, 1C, 1D, 2A, 2B, 2C, 3A
Operating systems and software applications	1A, 1E, 1F, 3D, 4A, 4B
Copyright laws and computer ethics.	3A, 3B, 4A, 4B
Protecting computer systems against viruses and tampering.	3A, 3B, 3C, 4A, 4B
Demonstrate how to save, retrieve, and share resources across the LAN	1A, 4A, 4B
Visual Basic	5B, 7A, 7G, 8B, 11A
Controls and how to place, size and name them properly.	5B, 7A, 7G, 8B, 11A
Examine Labels, Buttons, and Text Boxes and their more common properties.	5B, 7A, 7G, 8B, 11A, 9B, 9C, 9D, 10A, 12C
Add code to controls on the screen. Use the assignment statement.	1G, 2A, 2B, 7A, 8B, 9B, 9C, 9D, 10A, 12C
VB datatypes and how to declare using the DIM statement.	1G, 2A, 2B, 7A, 8B, 9B, 9C, 9D, 10A, 12C
Message boxes and return values.	2A, 2B, 7G, 11A, 9B, 9C, 9D, 10A, 12C
Input Boxes and the use of their error codes.	2A, 2B, 7G, 11A, 9B, 9C, 9D, 10A, 12C
IF...THEN statement.	1G, 2A, 2B, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
SELECT...CASE statement and its advantages over the IF...THEN statement.	1G, 2A, 2B, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
Compound if statement using AND and OR.	1G, 2A, 2B, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
Do Loop and its uses.	1G, 2A, 2B, 7C, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
For...Next Loop and its use as a fixed iteration loop.	1G, 2A, 2B, 7C, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
Do Until loop and its uses.	1G, 2A, 2B, 7C, 7F, 7I, 7J, 9B,

	9C, 9D, 10A, 12C
Do...Loop While statement and its uses.	1G, 2A, 2B, 7C, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
Frame, Check Box and the Option Button.	1G, 2A, 2B, 7C, 7F, 7I, 7J, 9B, 9C, 9D, 10A, 12C
List boxes and how to add, remove and access items from them	5B, 5C, 7G, 9B, 9C, 9D, 10A, 12C, 11A
Combo boxes and how to add, remove and access elements in them.	5B, 5C, 7G, 9B, 9C, 9D, 10A, 11A, 12C
Arrays as an data structure.	5B, 5C, 7G, 9B, 9C, 9D, 10A, 12C, 11A
Demonstrate adding elements to an array at runtime.	5B, 5C, 7G, 9B, 9C, 9D, 10A, 12C, 11A
Searching an array of elements for a desired item.	5B, 5C, 7G, 9B, 9C, 9D, 10A, 12C
Making user defined functions.	1G, 2A, 2B, 5C, 6A, 7A, 7H, 7J, 7I, 8B, 9B, 9C, 9D, 10A, 12C
User-Defined data Types.UDT (A.K.A.- structures).	1G, 2A, 2B, 5C, 6A, 7A, 7H, 7J, 7I, 8B, 9B, 9C, 9D, 10A, 12C
Data base file creation.	1G, 4A, 4B, 5B, 5C, 6A, 7A, 7E, 7J, 7I, 7K, 9B, 9C, 9D, 10A, 12C
How to sort information in an array of structures	1G, 2A, 2B, 4A, 4B, 5B, 5C, 6A, 7A, 7E, 7J, 7I, 7K, 7H, 8B, 9B, 9C, 9D, 10A, 12C
Searching a database for selected data.	1G, 2A, 2B, 4A, 4B, 5B, 5C, 6A, 7A, 7E, 7J, 7I, 7K, 7H, 8B, 9B, 9C, 9D, 10A, 12C
Timer Control.	7F, 7G, 9B, 9C, 9D, 10A, 12C
Shape control and how to use timers to animate them.	7F, 7G, 5A, 5B, 9B, 9C, 9D, 10A, 12C
Creating interactive animations.	1G, 2A, 2B, 5A, 5B, 5C, 6A, 7A, 7F, 7G, 7H, 7J, 7I, 8B, 9B, 9C, 9D, 10A, 12C
Sending output to printer using the .print command.	1G, 7A, 11A, 9B, 9C, 9D, 10A, 12C
Dialog Box and how to use it to open and close files.	1G, 11A, 9B, 9C, 9D, 10A, 12C
Final Project: Use all concepts learned.	1G, 2A, 2B, 6B, 4A, 5B, 7A, 7B, 7C, 7D, 7G, 7E, 8A, 8B, 8C, 8D, 9A, 9C, 9E, 9D, 10A, 10B, 11B, 12A, 12B
How to add OLE into a program.	1G, 2A, 2B, 9B, 9C, 9D, 10A, 12C

COMPUTER SCIENCE II

Unit	TEKS
Architecture of the computer system.	7J
Benefits of C++ and how it's different from earlier languages.	1A, 5A, 5B
Top-Down design, Six steps to good programming habits.	1C, 6A, 9C, 9D

Demonstrate how to write an algorithm.	6A, 6D
Software life cycle and how OOP helps to extend the life.	1A, 1C, 6A, 9D, 12B
Basic programming components.	1B, 2A, 2B
Data types; int, double, char and strings	1B, 2A, 2B, 12A
Math operators;+, -, *, /, % for integers and reals.	1B, 2A, 2B
Variables; rules, assignment, memory location, expressions, and compound assignments.	1B, 2A, 2B
Interactive programming using the cin statement	1B, 2A, 2B
String variables using apstring.h in conjunction with cin and getline.	1B, 2A, 2B
Copyright Laws and issues concerning computer usage and the information highway.	3A, 3B, 5A, 5B
Issues concerning protecting your computer system, including password and virus protection.	2A, 2B, 3B, 3C
Use of constants and typecasting in programs.	1B, 2A, 2B
Modular programming and writing functions.	1B, 2A, 2B
Parameter passing with call by value and call by reference	1B, 2A, 2B
Scope of a variable; local and global variables	1B, 2A, 2B
Writing header files.	1B, 2A, 2B
Boolean expressions and comparing different data types	1B, 2A, 2B, 7E
If statement and compound if statements	1B, 2A, 2B, 7E
If...else and the nested if statements.	1B, 2A, 2B, 7E
Switch statement..	1B, 2A, 2B, 7E
Fixed repetition pretest loop.	1B, 2A, 2B, 7E
Pretest variable condition loop.	1B, 2A, 2B, 7E
Post-test variable condition loop.	1B, 2A, 2B, 7E, 7F
Nested loops.	1B, 2A, 2B, 7E
Using condition statements and repetition statements together.	1B, 2A, 2B, 7E
Writing data to an output file.	1B, 2A, 2B, 7D, 7E, 11A, 11B
Getting data from an input file stream	1B, 2A, 2B, 7D, 7E, 11A, 11B
Array data type and the concept of indexes.	1B, 2A, 2B, 7E, 9E, 10A
Using loops for input and output of arrays	1B, 2A, 2B, 7E, 9E, 10A
Array parameters and passing arrays to functions.	1B, 2A, 2B, 7E, 10A
Sorting array using the selection sort.	1B, 2A, 2B, 4A, 4B, 7D, 7E, 10A
Searching an array using the linear search.	1B, 2A, 2B, 4A, 4B, 7E, 7D, 10A
Two-dimensional arrays and their application	1B, 2A, 2B, 7E, 9E, 10A
Struct abstract data type.	1B, 2A, 2B, 7B, 7E, 7I, 9A, 9E, 10A, 11A, 11B, 12C
Creating arrays of structs.	1B, 2A, 2B, 7B, 7E, 7I, 9A, 9E, 10A, 11A, 11B, 12C
Classes as abstract data types.	1A, 1B, 2A, 2B, 7E, 7I, 9E, 10A, 10B, 11A, 11B, 12C

Pros and cons of OOP including software maintenance and reuse of software.	1A, 1B, 2A, 2B, 7E, 7I, 9A, 9E, 10A, 10B, 11A, 11B, 12C
Classes that go with the AP computer science class	1B, 2A, 2B, 7B, 7D, 7E, 10A, 12C
Linked lists and the use of pointer variables.	1B, 2A, 2B, 7G, 10A
Recursion and its correct application	1B, 2A, 2B, 7A, 7E, 10A
How to analyze an algorithm using various methods.	1B, 2A, 2B, 9B
Binary search and the quick sort as other possible sorts and searches..	1B, 2A, 2B, 4A, 4B, 7E, 10A
Explore data structures using stacks, queues and trees.	7G, 7H
Students will demonstrate knowledge learned in this class by creating a final large project.	1B, 2A, 2B, 3D, 6B, 7C, 7E, 7I, 8A, 8B, 8C, 8D, 9E, 10A, 10B, 11A, 11B, 12A, 12B, 12C

WEB MASTERING

Unit	TEKS
Introduction To Computers, Networking, and the Internet	1A, 1B, 1C, 1D, 1E, 1F, 1G, 2A, 2B, 3A, 3B, 3C, 4A, 4B
Frontpage 2000 (Other programs can be used here as your main web-design software.)	1A, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 10A, 10B, 10C, 12B
HTML	1A, 4A, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 8C, 8D, 8E, 8F, 8G
Input/Output	1A, 1B, 4A, 5A, 5B, 7B, 7F, 8A, 9A, 9B
Frontpage 2000 II (Other software can be used instead of Frontpage 2000)	1A, 4A, 4B, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 10A, 10B, 10C
Web-site Design	1A, 2A, 2B, 4A, 6A, 6B, 6C, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8E, 8F, 8G, 9A, 9B, 12A, 12B
Java Script	10B, 10C
Web publishing to the WWW and search engines	9A, 9B, 9C, 11A, 11B

LANGUAGES OTHER THAN ENGLISH

SPANISH I

Unit	TEKS
Lección Preliminar: The Influence Of Hispanic Culture In the U.S..	1A, 1B, 1C, 2A, 3A, 4A, 4C, 5B
Unidad 1: Greetings And Identifying People.	1A, 1B, 1C, 2A, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unidad 2: Reading And Exchanging Information About School	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unidad 3: Giving Information About Destinations.	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B
Unidad 4: Identifying, Describing, And Inquiring About Family	1A, 1B, 1C, 2B, 3A, 3B, 4A, 4B, 4C,

Members	5A, 5B
Unidad 5: Describing The Location Of A Particular Place.	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unidad 6: Describing Activities In The Past.	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B

SPANISH II

Unit	TEKS
Unit I - Tu y tus amistades (Lesson I - Tu y tus amigos; Lesson II - Tu y tus amigos de compras; Lesson III - Tu y la tradicion oral)	1A, 1B, 2A, 2B, 3A, 3B
Unit II - Tu y otras culturas (Lesson I - Tu y tus amigos venezolanos; Lesson II - Tu y la diversidad cultural; Lesson III - Tu y el medio ambiente)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit III - Tu y los medios de comunicacion (Lesson I - Tu y las noticias; Lesson II - Tu y los anuncios comerciales; Lesson III - Tu y el mundo del misterio)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit IV - Tu y el pasado (Lesson I - Tu y la ninez; Lesson II - Que hacias tu?; Lesson III - Tu y la historia)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit V - Tu y tu salud (Lesson I - Tu y el ejercicio; Lesson II - Tu y la nutricion; Lesson III - Tu y la inseguridad)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit VI - Tu en las montanas (Lesson I - Tu en el campamento; Lesson II - Tu en excursion; Lesson III - Tu, el narrador)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit VII - Tu en busca de empleo (Lesson I - Tu propio carro?; Lesson II - Tu en busca de dinero; Lesson III - Tu en busca de experiencia)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit VIII- Tu de vacaciones! (Lesson I - Tu y tus planes para el verano; Lesson II - Tu llevas demasiado!; Lesson III - Tu y el mundo hispano)	1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B

SPANISH III

Unit	TEKS
Leccion Preliminar: El espanol: Pasaporte al mundo 21 Unit 1-1 to 1-2: Los chicanos/ Los Puertorriquenos en E.E.U.U.	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit 1-3 : Los Cubanoamericanos Unit 2-1 to 2-2 Los Origenes/al presente	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit 3 Leccion 1-3 Mexico, Guatemala, Teotihuacan	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B
Unit 4 Leccion 1-2 Cuba / Republica Dominicana Unit 6 (Future tense/ Conditional Unit 7 (Present perfect)	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4A, 4B, 4C, 5A, 5B

FINE ARTS

ART I - MIDDLE SCHOOL

Unit	TEKS
BRAIN VS. BRAIN	1A, 2A, 2B, 2C, 4A, 4B
STILL LIFE DRAWING	1A, 1B, 2A, 2B, 2C, 3C, 4A, 4B

ART HISTORY/ ART APPRECIATION	1A, 1B, 3A, 3B, 3C, 4A, 4B
COLOR WHEEL	1A, 1B, 2A, 4A, 4B
WATER COLOR PAINTING	1A, 1B, 2A, 2C, 3A, 3B, 3C, 4A, 4B
PRINTMAKING	1A, 1B, 2A, 2B, 2C, 4A, 4B
TEXTILE MAKING (WEAVING, BASKETS, RUG,OR MACRAMÉ)	1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B
CERAMICS	1A, 1B, 2A, 2B, 2C, 3B, 3C, 4A, 4B
SCULPTURE	1A, 1B, 2A, 2B, 2C, 3C, 4A, 4B

ART II - MIDDLE SCHOOL

Unit	TEKS
3-D STILL LIFE	1A, 1B, 2A, 2B, 2C, 3C, 4A, 4B
ART HISTORY/ART	1A, 1B, 3A, 3B, 3C, 4A, 4B
PAINTING	1A, 1B, 2A, 2B, 2C, 3C, 4A, 4B
OIL PASTELS	1A, 1B, 2A, 2B, 2C, 3A, 3C, 4A, 4B
SUMI-E INK PAINTING/SUMI-E TILE PAINTING	1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B
MASK MAKING	1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B
SILK SCREEN PRINTING	1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B
TEXTILE (Batiks, 3-D weavings, Basket Shields Making)	1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B
ADVERTISEMENTS	1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B

MUSIC APPRECIATION - MIDDLE SCHOOL

Unit	TEKS
Historical And Cultural Roots of Today's Music & Musical Form	1C, 5A, 5B, 5C
20th Century Music	1B, 1C, 2A, 2B, 2C, 3C, 5A, 5B, 5C
Musical Theatre	2A, 2B, 2C, 2D, 5C, 6A, 6B, 6C, 6D
Introductory Guitar and Keyboard	1A, 1B, 1C, 2C, 3A
Musical Theory, Musical Proficiency and Musical Performance	1A, 1B, 1C, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 4A, 4B, 5D, 6A, 6B, 6C, 6D

ART - LEVEL I

Unit	TEKS
Recognizing and Utilizing the Elements of Design Line	1A, 1B, 2A, 2B, 2C
Drawing Line Quality Contour Drawing	1A, 1B, 2A, 2B, 2C
Color and Introduction to Painting Color Wheel	1A, 1B, 2A, 2B, 2C
Sculpture Ceramics	1A, 1B, 2A, 2B, 2C
Printmaking Linoleum Block Monoprints	1A, 1B, 2A, 2B, 2C
Careers in Art	3C
Art History	3A, 3B, 3C
Art Criticism	4A, 4B
Sketchbook Assignments	1A, 1B, 2A, 2B, 2C, 3A, 3B,

	3C, 4A, 4B
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ART - LEVEL II - DRAWING

Unit	TEKS
Drawing from Objects Mediums	1A, 1B, 2A, 2B, 2C
Drawing - Anatomy and the Figure Mediums	1A, 1B, 2A, 2B, 2C
Drawing - Structures and Landscapes Mediums	1A, 1B, 2A, 2B, 2C
Drawing - Careers in Art	3C
Drawing - Personal Expression	1A, 1B, 2A, 2B, 2C, 4A, 4B
Drawing – Sketchbook Activities	1A, 1B, 2A, 2B, 2C
Drawing - Art Criticism Concepts	3A, 3B, 3C, 4A, 4B
Drawing - Art History Study of the History of Drawing	3B, 3C, 4A

PHYSICAL EDUCATION AND HEALTH

GRADE 6

Unit	TEKS
Physical fitness pre-testing/post-testing	1D, 1F, 2D, 2G, 3E, 4A, 4I, 5A, 5E, 6B, 7A
Basketball	1A, 1H, 2B, 3B, 3E, 4A, 4E, 7A
Gym Activity Games Mash Super Kickball Ball-	1A, 1C, 1G, 2C, 2G, 3D, 4D, 4H, 5E, 6A, 7D
Parachute	1A, 1C, 1G, 2C, 2G, 3D, 4D, 5E
Dance	1D, 1E, 2C
Volleyball	1G, 2E, 3A, 5E, 6A, 7C
Track and Field	1F, 3C, 3E, 4C, 4I, 7B
Soccer	1B, 1G, 2A, 2E, 3A, 3D, 4B, 4I, 5C, 7A

GRADE 7

Unit	TEKS
Volleyball	1A, 1F, 2D, 2E, 3B, 5D, 7C
Football	1B, 2C, 2F, 3C, 4D, 4F, 7C
Track and	1F, 3C, 3E, 4C, 4I, 7B
Basketball	1A, 1H, 2B, 3B, 3E, 4A, 4E, 7A
Softball	1E, 2C, 3A, 4A, 4F, 5A, 6A, 7B
Soccer	1B, 1G, 2A, 2E, 3A, 3D, 4B, 4I, 5C, 7A
Fitness Testing	1D, 1F, 2D, 2G, 3E, 4A, 4I, 5A, 5E, 6B, 7A
Gym Activity Games Mash Super Kickball Ball-	1A, 1C, 1G, 2C, 2G, 3D, 4D, 4H, 5E, 6A, 7D

GRADE 8

Unit	TEKS
Tennis	1A, 1E, 2B, 3C, 4D, 5E, 7D
Weight Training	1B, 2D, 3B, 5A, 5D
Floor Hockey	1D, 2C, 3E, 4A, 4E, 5B, 7E
Tumbling	1C, 2E, 3D, 3F, 4F, 6B

Conditioning and Agility Activities	1G, 1H, 2G, 3H, 4B, 4H, 7C
Frisbee Golf	2A, 3A, 4C, 4G, 5C, 7A
Archery	1F, 2F, 3G, 6A
Volleyball	1G, 2E, 3A, 5E, 6A, 7C

FOUNDATIONS OF PERSONAL FITNESS

Unit	TEKS
Introduction-Key terms dealing with personal fitness	1a, 4a, 5a
Terms related to physical activity and safe exercise.	1a, 1b, 2a, 3a, 3b, 4a, 4b, 4e, 4f, 4g, 5a, 5b, 5e, 5f,
Principle of overload (frequency, intensity, and time/duration)	1a, 1b, 2a, 2b, 3a, 3b, 3c, 3d, 4a, 4c, 4d, 4e, 4f, 4g, 4h, 5a, 5b, 5c, 5f, 5g
Explanation of parts of physical fitness	1a, 1b, 2a, 2b, 3a, 3c, 3d, 4a, 4b, 4c, 4d, 4e, 4f, 4g, 4h, 5a, 5b, 5c, 5d, 5e, 5f, 5g
Weight training and its benefits	1a, 1b, 2a, 2b, 3a, 3b, 3c, 4a, 4c, 4f, 4g, 4h, 5a, 5b, 5d, 5e, 5f, 5g
Weight-training exercise circuits	1a, 1b, 2a, 2b, 3a, 3b, 3c, 3d, 4a, 4b, 4c, 4f, 4g, 4h, 5a, 5b, 5c, 5d, 5e, 5f, 5g
Three basic food nutrients (carbohydrates, fats and proteins) and their importance	1a, 1b, 2a, 2b, 3a, 3b, 3c, 3d, 4a, 4d, 4f, 4g, 4h, 5a, 5c, 5d, 5e, 5f, 5g

HEALTH

Unit	TEKS
First-aid And Heart Disease	1F, 7F, 12A
Making Healthy Choices: Wellness	1A, 1I, 2B, 4A, 6A, 6B, 16A, 16B, 16D, 17A, 17B, 17C
Substance Abuse: Tobacco	2B, 3C, 5A, 5B, 5D, 7A, 7B, 7C, 7D, 7G, 8A, 13A, 13E, 13G, 14A, 16A, 16D
Substance Abuse: Coordination And Control	2B, 3C, 5A, 5B, 5D, 7A, 7B, 7C, 7D, 7G, 8A, 13A, 13E, 13G, 14A, 16A, 16D
Human Development: Human Relationships	1I, 3A, 3B, 3D, 5C, 5D, 6C, 7B, 7G, 7H, 7I, 7J, 7K, 7L, 8A, 9A, 9B, 13A, 13B, 13C, 13F, 13G, 14A, 14C, 16A
Infectious Disease	1A, 1C, 1I, 2A, 2B, 2C, 2D, 4A, 4B, 5D, 6B, 6C, 7B, 7G, 7H, 7I, 7J, 7K, 7L, 11A, 13B, 13C, 13D, 13E, 14C
Personal Health And Fitness	1A, 1B, 1C, 1D, 1F, 1I, 2A, 2C, 2D, 4B, 6A, 6B, 8B, 17C
Mental Health: Personality	1E, 1G, 1H, 7E, 7G, 7H, 7J, 8A, 13A, 13D, 13E, 13F, 13G, 14A, 14B, 15A, 15B, 15C, 16C
A Safe Environment	4B, 7F, 10A, 10B, 10C, 11A, 11B, 12A, 12B, 17C

Special Education Program

Special education services shall be provided to eligible students in accordance with applicable federal law and regulations, state statutes and rules, Harmony School of Excellence policies and procedures.

To be eligible to receive special education services, a student must have been determined to have one or more of the disabilities listed in federal regulations or in state law or both, and have an identified educational need .

Harmony School of Excellence will provide a comprehensive special education instructional program for eligible students, as mandated by constitutional and statutory laws and regulations and ensure that students with disabilities are educated, to the extent appropriate, with students who are not disabled.

A variety of instructional arrangements and settings will be provided along a continuum from the least restrictive to the most restrictive environment. The Admission, Review and Dismissal (ARD) committee, when placing a student in special education, will consider all available options in the process of determining the most appropriate instructional setting(s) for the student.

ESL/BE Program

Harmony School of Excellence will be committed to meet the needs of students who are identified as limited English proficient (LEP) and to provide an equal educational opportunity by providing bilingual education (BE) and English as a Second Language (ESL) programs that will emphasize the mastery of basic English language skills that will enable students to participate effectively in the regular program and to master the essential knowledge and skills of the state curriculum.

Harmony School of Excellence views BE/ESL as a program, which utilizes the students' native language, and English in the learning process. The BE/ESL Program considers the students' native language, culture and knowledge to be the foundation for academic and social growth. Integrating language and literacy skills across the curriculum provides students with the opportunity to acquire a high level of literacy and fluency in English while developing their native language.

The goal of BE/ESL education programs will be to enable second language learners to become competent in the comprehension, speaking, reading, and composition of the English language through the development of literacy and academic skills in the primary language and English.

ESL I

Unit	TEKS
Survival Skills:	2A, 2B, 2C, 14A, 14B, 14C, 14D, 14E, 21D, 22A, 23A, 24A
Clothing (identifying, shopping, using money)	14A, 14B, 14C, 14D, 14E, 16B, 16C, 19B, 19C, 21E, 22D, 22E, 22F, 22G, 23A, 23B, 23C, 23E, 23F
Talking About People, Using the Telephone, Asking Questions	14A, 14B, 14C, 14D, 14E, 15A, 16C, 16D, 16E, 16F, 16G, 22A, 22B, 22C, 22E, 22F, 22G, 23A, 23B, 23C, 23D, 23E, 23F, 24B, 24C, 24D, 24E, 24F
Household Words (rooms, furniture, location words, possessives)	2A, 2B, 2C, 2D, 2E, 6A, 6B, 6C, 6D, 6E, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 9B, 14A, 18B, 19C, 22A, 23F, 25D
Mythology	6A, 6B, 6C, 6D, 6E, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 13A, 14A, 14B, 14C, 14D, 14E, 15A, 16B, 16C, 16D, 16E, 16F, 16G, 19A, 19B, 22B, 22C, 22D, 22E, 22F, 22G, 23A, 23B, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 25I, 25J, 25K
Short Story (terms, selected stories)	6A, 6B, 6D, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8A, 8B,

	8C, 8D, 9A, 11A, 11B, 11D, 11E, 11F, 14A, 14B, 14C, 14E, 15A, 16E, 16F, 19A, 19B, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 23A, 24A, 25B, 25H, 25I, 25J
Talking About Self, Hobbies, Pastimes, Family, Sports, Likes, Dislikes	14A, 14B, 14C, 14D, 14E, 15A, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 17A, 17B, 17C, 21D, 21E, 22F, 22G, 23A
Writing Sentences and Paragraphs (descriptive, expository, narrative)	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 5A, 5B, 26A, 26B, 26C, 26Ei, 26Eii, 26Eiii, 26Eiv, 26F, 26G, 26H
Writing Poetry (Diamantes, Color Poems, Concrete Poems)	1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, 3C, 3D, 5A, 5B, 14D, 14E, 15B, 15C, 21E, 22C, 22D, 22E, 23A, 23B, 24E, 24F
Vocabulary Development	6A, 6B, 6C, 6D, 6E, 6F, 14B, 22F, 22G, 23A

ESL II

Unit	TEKS
Personal Writing:	1A, 1B, 1C, 1D, 2A, 3A, 5A
Daily Oral Writing:	3A, 3B, 3C, 3D
Short Story Unit	7G, 7H, 7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B
Writing and Reading Skills	2A, 2B, 2C, 2D, 3C, 3D, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I
Vocabulary / Spelling	6A, 6B, 6C, 6D, 6E, 6F, 6G
Legends Around the World	7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 8B, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 14B, 19A, 20F, 22F, 23A
Sustained Silent Reading	6G, 7A, 7B, 10A, 16B, 21A, 21B, 25B, 25C, 25D, 25F, 25G, 25H, 25I, 25J, 25K
Persuasive Essay Writing	1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C
Journal Writing	1A, 1B, 1C, 1D, 2A, 3A
Novel Unit	7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A, 9A, 10A, 11A, 11F
Oral Reading	14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 15E, 16A, 16B, 16F, 16G, 18A, 25H, 25I, 25J, 25K
Poetry	9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 14B, 14C
Research Skills	4A, 4B, 4C, 4D, 4F

ESL III

Unit	TEKS
The Short Story: concepts, comprehension, comparison/evaluation cultural comparisons	7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 13A, 14A, 16B, 18A, 18B, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F
Writing a Short Story: combining elements of the short story into an original story	7I, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 12C, 13A, 14A, 16B, 16C, 16D, 18A, 18B, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F, 21A, 21B, 21C, 21D, 21E
Vocabulary/Spelling	6A, 6B, 6C, 6D, 6E, 6F, 6G
Reading Comprehension: Drawing conclusions Synthesizing, Analyzing, Recognizing fact, opinion,	7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 8A

propaganda (advertising)	
Conventions of English: grammar, punctuation, spelling	1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E
The American Novel: To Kill a Mocking Bird or other American novel selected by teacher	1A, 3A, 4F, 5A, 5B, 6E, 7E, 8A, 8B, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 12A, 12B, 14E, 15F, 16A, 16B, 17A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F, 21A, 21B, 21C, 21D, 21E
Research: The American South at the time of To Kill a Mocking Bird	1C, 2E, 3A, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 8A, 9A, 9B, 10A, 10B, 11A, 11B, 11C, 13A, 13B, 13C, 13D, 13E, 15A, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 21A, 21B, 21C, 21D, 21E
Letter Writing: thank you notes, invitations, letters of complaint, business letters, envelopes	1A, 1B, 1C, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 3E, 5A, 5B, 15A, 15B, 15C, 15D, 15E, 15F, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 17E, 17F, 21B, 21C, 21D, 21E
Listening/Speaking Pronunciation drill, oral reading; choral reading	6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 14E, 15A, 15B, 15C, 15D, 15E, 15F, 16A
American Drama: Twelve Angry Men or other play selected by teacher	3C, 4D, 8C, 8D, 9A, 9B, 10A, 10B, 10C, 11A, 11B, 11C, 11D, 11E, 11F, 14A, 14B, 14C, 14D, 14E, 15A, 15B, 15C, 15D, 15E, 15F, 16A, 16B, 16C, 16D, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 20F

b) If the proposed school will serve any high school grade levels (Grades 9-12), describe how the program will prepare all students to meet state graduation requirements, including students with disabilities and those requiring ESL services. See the following web page for additional information: <http://www.tea.state.tx.us/curriculum/>.

Harmony School of Excellence will implement the graduation requirements mandated by §74.D. (Subchapter D issued under the Texas Education Code, §§7.102, 28.002, 28.023, 28.025, 28.054, and 38.003). §74.D presents three graduation options as: Minimum High School Program (MHSP), Recommended High School Program (RHSP), and Distinguished Achievement Program (DAP). HSE will strongly encourage its students towards RHSP and DAP. These graduation plans are briefly summarized below.

Students may graduate under one of the following programs:

- 1) Minimum High School Program (22 Credits)
- 2) Recommended High School Program (24 Credits)
- 3) Distinguished Achievement Program (24 Credits)

- Students must complete the academic course requirements and must pass the state-developed exit-level TAKS before they can graduate.
- All credit for graduation must be earned no later than Grade 12.
- A course will be considered completed and (one or half) credit will be awarded if the student has demonstrated achievement by meeting the standard requirements of the course, including demonstrated proficiency in the subject matter, regardless of the time the student has received

instruction in the course or the grade level at which proficiency was attained.

- A student who has been legally exempt from TAKS testing according to state guidelines and has completed state graduation requirements or graduation requirements as determined by an ARD Committee may graduate and receive a diploma even though that student has not passed the TAKS exit level test. All graduates including students with disabilities who meet graduation requirements are awarded the same type of diploma. It is recommended that students be referred for special education services no later than the first semester of the senior year. Referral after that date may require an additional year(s) of implementation of the IEP.

Outline of High School Graduation Plans and its corresponding credits

High School Graduation Programs	Minimum High School Program	Recommended High School Program	Distinguish Achievement Program
Course	Credit	Credit	Credit
English	4	4	4
Mathematics	3	3	3
World History	1	1	1
World Geography	1	1	1
US History	1	1	1
US Government	0.5	0.5	0.5
Economics	0.5	0.5	0.5
Science	2	3	3
Health	0.5	0.5	0.5
Physical Education	1.5	1.5	1.5
Speech	0.5	0.5	0.5
Second Language	N/A	2	3
Technology Applications	1	1	1
Fine Arts	N/A	1	1
Electives	5.5	3.5	2.5
Total	22	24	24

Required Courses and Credit Units for Graduation

SUBJECTS	MINIMUM PROGRAM (22 Credits)	RECOMMENDED PROGRAM (24 Credits)	DISTINGUISHED ACHIEVEMENT PROGRAM (24 Credits)
English Language Arts*	<p>Four Credits</p> <p>English I, II, III, and IV The fourth credit of English may be satisfied by English IV, Research/ Technical Writing, Creative/ Imaginative Writing, Practical Writing Skills, Literary Genres, Business Communication, Journalism, concurrent enrollment in a college English course, College Board Advanced Placement Literature and Composition, or IB. These substitutions apply to LEP students also.</p> <p>LEP immigrants may substitute English I SOL and English II SOL for English I and II. All nonimmigrant LEP students may substitute English I, II, III, IV (Beginning, Intermediate, Advanced, Transitional) for English I, II, III, IV.</p>	<p>Four credits</p> <p>English I, II, III, and IV</p> <p>AP, IB, or college courses may substitute.</p> <p>LEP immigrants may substitute English I SOL and English II SOL for English I and II. All nonimmigrant LEP students may substitute English I, II, III, IV (Beginning, Intermediate, Advanced, Transitional) for English I, II, III, IV.</p>	<p>Four credits</p> <p>English I, II, III, and IV</p> <p>AP, IB, or college courses may substitute.</p> <p>LEP immigrants may substitute English I SOL and English II SOL for English I and II. All nonimmigrant LEP students may substitute English I, II, III, IV (Beginning, Intermediate, Advanced, Transitional) for English I, II, III, IV.</p>

<p>Mathematics*</p>	<p>Three credits</p> <p>must include Algebra I and Geometry</p> <p>Three credits in math must be completed in grades 9-12</p>	<p>Three credits</p> <p>must consist of Algebra I, *Geometry, and Algebra II</p> <p>AP, IB, or dual credit college courses may substitute. Three credits in math must be completed in grades 9-12</p>	<p>Three credits</p> <p>must consist of Algebra I, *Geometry, and Algebra II</p> <p>AP, IB, or dual credit college courses may substitute. Three credits in math must be completed in grades 9-12</p>
<p>Science*</p>	<p>Two credits to include:</p> <ul style="list-style-type: none"> • Integrated Physics and Chemistry; (Both Chemistry and Physics must be taken to substitute for IPC. The second of these two courses must be used as the academic elective credit) • Biology. 	<p>Three credits</p> <p>One credit must be a biology credit (Biology, AP Biology, or IB Biology). Must choose the remaining credits from the following areas. Not more than one credit can be chosen from each of the areas to satisfy this requirement.</p> <ul style="list-style-type: none"> • Integrated Physics and Chemistry; (Both Chemistry and Physics must be taken to substitute for IPC.) • Chemistry, AP Chemistry, or IB Chemistry; • or Physics, Principles of Technology I, AP Physics, or IB Physics <p>Students are encouraged to take courses in biology, chemistry, and physics. *Both Chemistry and Physics must be taken to substitute for IPC.</p> <p>Three credits in science must be completed in grades 9-12.</p>	<p>Three credits</p> <p>One credit must be a biology credit (Biology, AP Biology, or IB Biology). Must choose the remaining credits from the following areas. Not more than one credit can be chosen from each of the areas to satisfy this requirement.</p> <ul style="list-style-type: none"> • Integrated Physics and Chemistry; (Both Chemistry and Physics must be taken to substitute for IPC.) • Chemistry, AP Chemistry, or IB Chemistry; • or Physics, Principles of Technology I, AP Physics, or IB Physics <p>Students are encouraged to take courses in biology, chemistry, and physics. *Both Chemistry and Physics must be taken to substitute for IPC.</p> <p>Three credits in science must be completed in grades 9-12.</p>

<p>Social Studies*</p>	<p>Two and one-half taken in prescribed sequence</p> <ul style="list-style-type: none"> • World Geography Studies or World History Studies - one credit • US History Since Reconstruction - one credit • US Government - one-half credit (Grade 12) 	<p>Three and one-half taken in prescribed sequence</p> <p>World Geography Studies -one credit (Grade 9)</p> <p>World History Studies - one credit (Grade 10)</p> <p>US History Since Reconstruction - one credit (must be taken in Grade 11)</p> <p>US Government - one-half credit (Grade 12)</p>	<p>Three and one-half taken in prescribed sequence</p> <p>World Geography Studies -one credit (Grade 9)</p> <p>World History Studies - one credit (Grade 10)</p> <p>US History Since Reconstruction - one credit (must be taken in Grade 11)</p> <p>US Government - one-half credit (Grade 12)</p>
<p>Economics, with emphasis on the free enterprise system and its benefits</p>	<p>One-half credit</p>	<p>One-half credit</p>	<p>One-half credit</p>
<p>Physical Education</p>	<p>One and one-half credits to include Foundations of Personal Fitness (one-half credit) (Limit of two credits.) Can substitute drill team, marching band, and cheerleading during the fall semester; and JROTC, athletics, Dance I-IV, and certain career and technology courses.</p>	<p>One and one-half credits to include Foundations of Personal Fitness (one-half credit) (Limit of two credits.) Can substitute drill team, marching band, and cheerleading during the fall semester; and JROTC, athletics, Dance I-IV, and certain career and technology courses.</p>	<p>One and one-half credits to include Foundations of Personal Fitness (one-half credit) (Limit of two credits.) Can substitute drill team, marching band, and cheerleading during the fall semester; and JROTC, athletics, Dance I-IV, and certain career and technology courses.</p>
<p>Languages Other Than English *</p>	<p>None</p>	<p>Two credits in the same language</p> <p>AP, IB, or dual credit college courses may substitute.</p>	<p>Three credits in the same language</p> <p>AP, IB, or dual credit college courses may substitute.</p>

Health Education	One-half credit or Health Science Technology (one credit)	One-half credit or Health Science Technology (one credit)	One-half credit or Health Science Technology (one credit)
Technology Applications *	One credit from: Computer Science I, Computer Science II, Desktop Publishing, Digital Graphics and Animation, Multimedia, Video Technology, Web Mastering, Business Computer Information Systems I or II, Business Computer Programming, Telecommunications and Networking, or Business Image Management and Multimedia; or Computer Applications, Technology Systems (modular computer laboratory-based), Communication Graphics(modular computer laboratory-based), or Computer Multimedia and Animation Technology AP, IB, or dual credit college courses may substitute	One credit from: Computer Science I, Computer Science II, Desktop Publishing, Digital Graphics and Animation, Multimedia, Video Technology, Web Mastering, Business Computer Information Systems I or II, Business Computer Programming, Telecommunications and Networking, or Business Image Management and Multimedia; or Computer Applications, Technology Systems (modular computer laboratory-based), Communication Graphics(modular computer laboratory-based), or Computer Multimedia and Animation Technology AP, IB, or dual credit college courses may substitute	One credit from: Computer Science I, Computer Science II, Desktop Publishing, Digital Graphics and Animation, Multimedia, Video Technology, Web Mastering, Business Computer Information Systems I or II, Business Computer Programming, Telecommunications and Networking, or Business Image Management and Multimedia; or Computer Applications, Technology Systems (modular computer laboratory-based), Communication Graphics(modular computer laboratory-based), or Computer Multimedia and Animation Technology AP, IB, or dual credit college courses may substitute

<i>Fine Arts*</i>	<i>None</i>	<i>One credit</i> which may be satisfied by any course found in 19 TAC Chapter 117 (Speech may not substitute) AP, IB, or dual credit college courses may substitute.	<i>One credit</i> which may be satisfied by any course found in 19 TAC Chapter 117 (Speech may not substitute) AP, IB, or dual credit college courses may substitute.
<i>Speech</i>	<i>One-half credit</i> Communication Applications	<i>One-half credit</i> Communication Applications	<i>One-half credit</i> Communication Applications
<i>Academic Elective</i>	<i>One credit</i>	<i>None</i>	<i>None</i>
<i>Elective Courses*</i>	<i>Five and one-half credits</i> These are elective credits to be selected from the list of courses approved by the SBOE for Grades 9-12 (relating to Essential Knowledge and Skills); state-approved innovative courses, Junior Reserve Office Training Corps (JROTC) (one to four credits); or Driver Education (one half credit). (Two credits can be earned through "local credit" courses)	<i>Three and one-half credits</i> These are elective credits to be selected from the list of courses approved by the SBOE for Grades 9-12 (relating to Essential Knowledge and Skills); state-approved innovative courses, Junior Reserve Office Training Corps (JROTC) (one to four credits); or Driver Education (one half credit). Students are encouraged to take courses in English Language Arts, math, science, and social studies every year in high school.	<i>Two and one-half credits</i> These are elective credits to be selected from the list of courses approved by the SBOE for Grades 9-12 (relating to Essential Knowledge and Skills); state-approved innovative courses, Junior Reserve Office Training Corps (JROTC) (one to four credits); or Driver Education (one half credit). Students are encouraged to take courses in English Language Arts, mathematics, science, and social studies every year in high school.

* College Board advanced placement and International Baccalaureate courses may be substituted for requirements in appropriate areas.

DISTINGUISHED ACHIEVEMENT PROGRAM

<p>Purpose</p> <p>Standards for Approval of Requirements</p> <p>Requirements of the Distinguished Achievement Program</p>	<p>The Distinguished Achievement Program recognizes students who demonstrate levels of performance equivalent to college students or work done by professionals in the arts, sciences, business, industry, or community service.</p> <p>Advanced measures focus on demonstrated student performance at the college or professional level.</p> <p>Student performance is assessed through an external review process.</p> <p>Students <i>must</i> complete the requirements found in §74.1 and receive any combination of four of the following advanced measures (examples: two AP examinations, one college course, one research project; four AP examinations).</p> <p>Original research/projects may not be used for more than two of the four advanced measures. Advanced measures include:</p> <p>a) Original research/project that is:</p> <ul style="list-style-type: none"> ○ judged by a panel of professionals in the field that is the focus of the project; or ○ conducted under the direction of mentor(s) and reported to an appropriate audience; and ○ related to the required curriculum set forth in 19 TAC §74.1 (relating to Essential Knowledge and Skills). ○ May not be used for more than two of the four advanced measures. <p>b) Test data:</p> <ul style="list-style-type: none"> ○ a score of three or above on the College Board Advanced Placement examination; ○ a score of four or above on an International Baccalaureate examination; ○ a score on the PSAT that qualifies a student for recognition as a Commended Scholar or higher by the National Merit Scholarship Corporation; as part of the National Hispanic Scholar Program of the College Board; or as part of the National Achievement Scholarship Program for Outstanding Negro Students of the National Merit Scholarship Corporation. The PSAT score may count as only one advanced measure regardless of the number of honors received by the student; <p>c) College courses with a grade of 3.0 or higher on courses that count for college credit, including tech prep programs.</p> <p>Dual Credit Courses in the core academic subjects (English/Language Arts, Math, Science, Social Studies) and Tech Prep are acceptable as advanced measures for the Distinguished Achievement Program. Each college course taken for dual credit counts as one advanced measure for DAP purposes. If a student earns credit for English IV by successfully completing English IV A and English IV B, this student has two advanced measures even though only ONE credit has been earned.</p>
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GRADUATION PROVISIONS FOR STUDENTS WITH DISABILITIES

A student with disabilities must have:

- Minimum credit requirements documented on the Academic Achievement Record (transcript)
- A Four-Year Plan
- ARD/IEP Supplement: Graduation Options
- An Individual Transition Plan

The ARD/IEP Committee develops the Four-Year Plan and identifies one of the following graduation options on the ARD/IEP Supplement Graduation Options:

(A) The student will/has satisfactorily complete(d) the minimum academic credit requirements for graduation applicable to students in general education, including satisfactory performance on the exit-level assessment instrument.

(B) The student has satisfactorily completed the minimum academic credit requirements for graduation applicable to students in general education and has been exempted from the exit-level assessment instrument because modifications and accommodations provided during instruction would render the result of the assessment invalid.

(C) The student has successfully completed the student's individualized education program (IEP), including the district's minimum credit requirements for students without disabilities. Successful completion of the IEP occurs when one of the following conditions has been met:

(1) The student will/has maintain(ed) full-time employment based on the student's abilities and local employment opportunities, in addition to sufficient self-help skills to enable the student to maintain the employment without direct and on-going educational support of HSE. This option requires the student to complete his/her IEP and minimum credit requirements.

(2) The student will/has demonstrate(d) mastery of specific employability skills and self-help skills which do not require direct on-going educational support of HSA. This option requires the student to complete his/her IEP and minimum credit requirements.

(3) The student will/has gain(ed) access to services which are not within the legal responsibility of public education, or employment or educational options for which the student has been prepared by the academic program. This option requires the student to complete his/her IEP and minimum credit requirements.

(D) The student no longer meets age eligibility requirements and has completed the requirements specified in the IEP.

If the student graduates by Option C above, the ARD Committee shall determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

c) Describe teaching methods to be used and state the reasons for choosing them, telling how the methods enhance student learning. Include information about materials, strategies, techniques, and procedures to be used to meet the needs of the student population, including students with disabilities and those requiring bilingual/ESL services.

Students will be provided with opportunities to expand their mental and physical abilities in socially acceptable activities. Students and teachers will be considered as partners in the students' educational program, where there will be mutual respect and support. We believe that addressing students' successes and setbacks are equally important for the students' growth. Because thought and expression develop out of experience, learning should nurture a sense of caring for other people and the environment. The following list is examples of teaching methods that will be utilized by the instructional staff through out the year at Harmony School of Excellence.

The thematic approach will be used as the basis for planning a five-or six-week academic term. The theme topic will be driven by student interest and group consensus. Once a theme topic is chosen, a variety of core activities across the curriculum will be brainstormed by group members. Students will then examine these activities and choose several to complete, based on time constraints, group and individual interest, availability of camp and community resources, and general compatibility with the school program. The group will then set a schedule of completion with input from program, education, and other support staff.

Cooperative learning will be integral and essential to all learning experiences. Success will be measured at the group level as well as the individual level. Group work and portfolio work will be an essential part of the therapy that will take place in the program, so it will become a natural part of instructional opportunities as well.

Goal-setting will be another strategy that bridges academic and therapeutic boundaries. Students will be expected to write long-term and short-term goals for every aspect of their life. Educational goals will be evaluated for every activity throughout the day. Goals will be expected to be realistic, reliable, and measurable.

Individualized Instruction will be one of the most important instructional strategies of Harmony School of Excellence, which will be provided to students at all times as needed. It will be accommodated in group settings because of the favorable student/teacher ratio. Each student's education plan will be individualized according to his or her education, emotional, and psychological needs.

By using a **multi-sensory** approach to learning, students will be provided opportunities to learn through auditory, visual, tactile, and kinesthetic activities. Students will be guided through the process of determining which learning style is best suited to their needs.

In **Role modeling**, teachers will actively participate in the daily routine and educational process of the group. The power of role modeling is especially important in demonstrating a respect for others and the environment.

Modular Instruction; A learner-centered and self-directed learning experience will be designed for individuals or for small teams in the school. Learning teams will be randomly assigned so cooperation will be required of students who may be from diverse backgrounds or groups.

Simulation is a learning process that involves students as participants in role-playing presentations and/or problem-solving games imitating real-life situations or workplace environments will be used as instructional strategies.

Demonstrations; Showing practical applications of theory, product, or equipment; will be done by teacher, guest, and/or students.

There are many forms of **Multiple Intelligence**; many ways by which we know, understand, and learn about the world. Seven intelligences have been identified: verbal/linguistic, logical/mathematical, visual/spatial, body/kinesthetic, musical/rhythmic, interpersonal, and interpersonal. Instructional staff will use the following areas to challenge the students' various intelligences.

- **Visual/Spatial:** charts, graphs, photography, visual awareness, organizers, visual metaphors, visual analogies, visual puzzles, 3D experiences, painting, illustrations, story maps, visualizing, sketching, patterning, mind maps, color, and symbols.
- **Verbal/Linguistic:** stories, retelling, journals, process writing, reader's theatre, storytelling, choral speaking, rehearsed reading, book making, speaking, nonfiction reading, research, speeches, presentations, listening, reading, reading aloud, and drama.
- **Bodily Kinesthetic:** field trips, activities, creative movement, hands on experiments, body language, manipulative, physical education activities, crafts, and drama.
- **Logical/Mathematical:** problem solving, tangrams, coding, geometry, measuring, classifying, predicting, logic games, data collecting, serialing, attributes, experimenting, puzzles, manipulative, scientific model, money, time, sequencing, and critical thinking.
- **Musical/Rhythmic:** singing, humming, rhythms, rap, background music, music appreciation, mood music, patterns, form, rhythm, and playing instruments.
- **Intrapersonal:** individual study, personal goal setting, individual projects, journal log keeping, personal response, personal choice, individualized reading, and self-esteem activities.
- **Interpersonal:** co-operative learning, sharing, group work, peer teaching, social awareness, conflict mediation, discussion, peer editing, cross age tutoring, social gathering, study groups, clubs, and brainstorming.

Instructional Arrangements for Special Education Students

A variety of instructional arrangements and settings is provided along a continuum from the least restrictive to the most restrictive environment. The Admission, Review and Dismissal (ARD) committee, when placing a student in special education, considers all available options in the process of determining the most appropriate instructional setting(s) for the student.

Student with disabilities will have available a six-hour instructional day and seven-hour school day as provided for all other students. The ARD committee shall determine the appropriate instructional setting and length of the instructional day as appropriate for each student with disabilities.

As determined by the ARD committee, students may be served in a combination of appropriate instructional arrangements during any given semester. Some of these arrangements are: Mainstream, Resource Room, Self-contained, Mild and Moderate, Regular Campus, Self-contained, Severe, Regular Campus, Vocational Adjustment Class, Homebound, Hospital Class, Speech Therapy.

Instructional Arrangements for BE/ESL Students

The approaches to ESL and Bilingual education programs are multifaceted due to diverse student populations and variant language groups represented by those culturally diverse language groups. Often, the variety of programs, the definitions and the legal requirements for program implementation are confusing to educators. Services provided for second language learners should be addressed as an instructional continuum, and delivery should be dependent on the students' needs and the program in which those needs are served. ESL, the primary program of second language instruction, focuses on assisting the student to learn content area subject matter. The following is descriptions of specific second language programs.

ESL Program Models define diversity and are dependent on state and federal laws. Texas law mandates that if a district has at least one limited proficient student (LEP), the local school district must provide ESL services. The students considered ESL in this scenario are those who are in transition from bilingual education to regular education classes. The sole use of ESL as an instructional medium is likely to be used in districts where language minority groups are diverse and represent many different language groups. ESL programs can accommodate students from different backgrounds in the same classroom, and teachers do not need to be proficient in the student's home language(s).

Sheltered English is an approach to teaching content area subject matter through specific teaching techniques to homogeneous language leveled groups. Sheltered English teaching techniques facilitate the acquisition of the second language through content area curriculum. Teachers use challenging materials at appropriate reading levels, which help the student acquire the content, as well as vocabulary in the target language. The teacher uses clear concrete language with plenty of visuals, supporting clues, and relevant teaching strategies combined with appropriate manipulatives allowing the students to have real world experiences. Teachers control their speech speed and vocabulary and use few idiomatic expressions.

ESL Class Period Students receive ESL instruction during a regular class period and also receive course credit for the class. Students may be grouped for instruction according to their second language proficiency level.

ESL Resource Center is a variation of the pull out design bringing students from several classroom or schools to a central location. The resource center, which will be located in the campus, concentrates material and staff in one place and is generally staffed by at least one certified ESL teacher. A resource center can also provide services for recent arrival, such as general school and community orientation classes for students and parents.

d) State the proposed teacher-to-student ratio and the rationale for maintaining this ratio.

Teacher-to-student ratio will be around 1:15. The number of students per classroom will not exceed 22. maximum enrollment will be 850 (K-12) students. HSE will enroll only 350 students in its first year of operation. The school officials will maintain 1 to 15 (teacher-to-student) ratio by adding new employee as enrollment increases.

e) Describe any unique curricular experiences to be offered by the charter school.

The followings are the unique programs that will be offered at Harmony School of Excellence School.

Computer Courses and Technology Applications: Students will be introduced computer/electronic related terms, concepts, and data input strategies. Students learn to make informed decisions about computers and its applications to the core courses. The efficient acquisition of information includes the identification of task requirements; the plan for using search strategies; and the use of computer to access, analyzes, and evaluates the acquired information. Harmony School of Excellence students will be able to access desktop or a laptop computer in a Computer lab environment. At grade levels 4 and 5, student are expected to:

- demonstrate knowledge and appropriate use of hardware components, software programs, and their connections;
- use data input skills appropriate to the task;
- use a variety of strategies to acquire information from electronic resources, with appropriate

supervision; • evaluate the acquired electronic information; • use appropriate computer-based productivity tools to create and modify solutions to problems; • use research skills and electronic communication, with appropriate supervision, to create new knowledge; • deliver the product electronically in a variety of media, with appropriate supervision; • use computer applications to facilitate evaluation of communication, both process and product.

Diversity Awareness and Multicultural Education Course: Demographic structure of the proposed school location is very diverse. Thus we believe students will gain invaluable life long experience from this program for their future endeavors. Students with a basic knowledge will feel more comfortable to interact with their peer in another culture and learn to respect different cultural values and ideas. Interacting with different cultures will help students to improve their social and communication skills. This course will explore the theme of human diversity within families, communities, and the world. The goal of the course is to examine the complexity, importance, and challenges of diversity for families and communities. Diversity will be explored according to culture, age, gender, socio-economic status, geography and other factors.

Character Education: A Character Education course will be offered to all students in grades K thru 12 at least one hour per week. The objective of the Character Education Class is to encourage students to take responsibility for their actions, to familiarize them with good character traits, to place role models before them and to help develop good citizens with high moral values. During the year, we will put into practice a well-structured character education plan by means of the Character Education Class, homeroom announcements, quotes displayed on the board, special events and activities, and curriculum integration. Homeroom teachers will read announcements in the morning. Quotes and messages will be displayed on walls. Parents will be regularly informed about the topic of the week to ensure that they also be involved in our effort in inspiring positive principles of conduct in our future leaders. Each month, a character trait (i.e., honesty, responsibility, respect, and integrity) will be announced. Some other traits will also be included for student participation throughout the entire year, in order for students to be frequently reminded of these values and be given the opportunity to make connections between various concepts. The curriculum for the Character Education Program at Harmony School of Excellence will be built by using 3 widely-used and approved resource guides; *Building Good Citizens for Texas*, *Character Counts*, and *Project Wisdom*.

Foreign Language (Spanish): A foreign language course will be offered in grade 4 and 5, although the ground work for foreign language study will begin at the kindergarten level, the goal of the fourth grade Spanish program is communicative competence in speaking and listening. Emphasis will be placed on building vocabulary for skilled conversation. At the end of the year, students should have developed a working vocabulary for a variety of topics including: greetings, colors, numbers, clothing, food, weather, body parts, animals, family, transportation, and school. Cultural concepts and a wide range of Spanish and Latin American customs will also be discussed. Students will be engaged in different projects and activities related to both the Spanish language and Latin American culture. The goal of the fifth grade Spanish program is to build upon communicative skills. In addition to speaking and listening, students will develop reading and writing skills and will be introduced to grammatical concepts. Students will utilize previously learned words and structures, paying special attention to oral and written accuracy. New concepts will be introduced to better understand and express thoughts and opinions, addressing topics such as: descriptions of people, making comparisons and expressing likes and dislikes. Students will continue to learn customs, and should show familiarity with Spanish speaking countries and their geography. Students will accomplish these goals by working in small groups, role playing, and completing language and cultural projects. Additional foreign languages will be offered based on parent request.

Family Support Team: Harmony School of Excellence will organize family support teams consisting of a facilitator, a parent liaison (if any), a counselor, a principal, and any other staff the school deems appropriate. The team will promote parental involvement in the school--providing information, organizing school-related activities, and conducting workshops for parents. The team will also intervene to help solve behavior and other problems, act as a resource for teachers and parents, and help coordinate services with community-based health, social service, and juvenile justice agencies.

Reading Groups: Harmony School of Excellence acknowledges that literacy is essential to success in any area of study. Hence, HSE will implement procedures to increase students' reading abilities. HSE will provide a library that will be available to both school staff and students. Moreover, HSE will regroup students across different grade levels for reading. These groups will have a common 60-90 minute reading period supervised by teachers, librarians and tutors.

f) If the charter school will offer a gifted and talented program, describe it.

Mission Statement: Harmony School of Excellence School is committed to implement a Gifted and Talented (GT) program that meets the unique social, emotional, and intellectual needs of gifted and talented students through the collaboration of students, educators, parents and community members that ensures opportunities for maximum growth and development for life long success.

A GT student is defined as a child or a youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who: (1) exhibits high performance capability in an intellectual, creative, or artistic area; (2) possesses an unusual capacity for leadership; or (3) excels in a specific academic field.

Goals: a) GT students will develop understanding of self and others, develop self-confidence, and recognize the worth of others, b) GT students will utilize higher level thinking skills to foster creative results, which demonstrate an understanding of advanced content, c) GT students will have the opportunity to develop and maximize their cognitive and creative abilities to the fullest, within the framework of each task.

Objectives: GT students will a) Develop critical thinking skills in order to solve problems logically, b) Develop research skills and use information gathered implementing a group research project, c) Demonstrate the ability to use creative problem solving strategies, d) Recognize how change in and around their world affects their relationships.

G/T Program Services: Students in G/T Program at HSE will be offered the following services:

- Identified students are provided with the options of taking GT courses where they have the opportunity to work with other GT students, non-identified students, and to work independently.
- Differentiated, GT curriculum is taught in the academic core areas of Reading, Math, Science, Social Studies, and Computer Technologies.
- Pull-Out Program Option is available in the academic core areas of Math, Science, and Computer Technologies.
- A Gifted and Talented Mentorship Program.

Identification Process: Identification of a GT student encompasses a three step procedure;
1) Nomination: students may be nominated by a) Parent, b) peers, c) teachers, d) other professional personnel, and e) themselves.

- 2) Assessment/Testing: Students seeking admission to G/T Program of Harmony School of Excellence take three tests (Ability, Achievement, Interviews).
- 3) Selection: The G/T Committee convenes to make selection decisions. The decision is based on both Quantitative and Qualitative data.
- 4) Notification: Parents are notified in writing of the Campus Selection Committee's decision.

The following assessment instrument(s) will be used to identify GT students.

Along with ITBS, the Cognitive Abilities Test (CogAT) will be used to identify gifted and talented students. The Cognitive Abilities Test (CogAT) appraises the level and pattern of cognitive development of students from kindergarten through grade 12 (the pertinent section will be used only). The test measures both general and specific reasoning abilities. The general reasoning abilities reflect the overall efficiency of cognitive processes and strategies that enable individuals to learn new tasks and solve problems, especially in the absence of direct instruction. These abilities are assessed in three CogAT batteries: the Verbal, Quantitative, and Nonverbal batteries. Each is represented by two or three different reasoning tasks. Having multiple measures in each domain greatly increases the dependability of the score profile that is reported for each student. The Cognitive Abilities Test measures developed abilities, not innate abilities. As a part of qualitative assessment, teachers and/or parents will complete student observation forms.

g) Describe the programs offered to support other student activities (athletics, clubs, and organizations).

Harmony School of Excellence will offer a wide range of clubs and athletics activities. Additional programs and activities will be offered during and after school hours. Leadership activities such as Honor Society, Boy Scouts, Girl Scouts, 4H, and Student Council will be organized.

Harmony School of Excellence is also planning to develop agreements with several charter schools to conduct joint hands-on science and mathematics education programs, joint arts exhibitions, and joint sports competitions at all grade level. HSE has contacted with the City Police Department to provide a Drug Free America program at HSE. The officers of the police department will hold seminars to inform the students about the dangers of drug use.

Clubs that will be offered for Harmony School of Excellence students are:

Computer Club: Students with an interest in computer technology will have the opportunity to learn new skills and practice those previously learned. Projects will be developed around areas that the club members suggest. Possible areas of exploration will be Internet searching and Hyper Studio. The members of this club will introduce new developments in computer technology to other students.

Math Club: Math Club is an after-school activity which will use a variety of games designed to promote math skills and thinking strategies. Students with a high interest in math and related areas will learn to make better use of their skills. Peer tutoring and coaching will also occur among students who excel in math and those who struggle with the subject. Peer tutoring and coaching will take place between the upper grades.

Science Club: Students with an interest in science will be given an opportunity to experience hands-on activities and experiments in the various areas of science. This club will organize small

competitions and exhibits about science and increase the popularity of science at HSE. This club will occupy the most important place in the co-curricular life at HSE.

Chess Club: The purpose of the chess club will be to give students the opportunity to practice the strategy of chess. Students will take turns pairing with each other during each session. At the end of the year, there will be a contest to determine who is the champion chess player for that year. During the winter, there will be a district contest held at HSE.

Art Club: Students with an interest in art will have an opportunity to work with different ideas and materials not usually experienced in art class. Students need not be registered in an art class to join. Students will do fun art activities along with an emphasis on community service.

Soccer Club: Open to any student who is interested in soccer. This club will support drug prevention programs by encouraging the students in sport activities. They will meet regularly to improve their soccer skills.

Recreational Activities: HSE will organize several teams sport, which includes but not limited to soccer, basketball, and volleyball.

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

HSE plans to develop agreements with several charter schools to conduct joint advanced science and mathematics education programs, joint arts exhibitions, and joint athletic programs (i.e., UIL, and varsity etc). HSE will develop plans with other public or private agencies to facilitate and enhance the enjoyment of student life.

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

Academic assessment is an integral part of the curriculum at HSE. Students will be tested periodically throughout each school year to measure academic progress. Many types of formal and informal assessments will take place in the classroom. The following are;

The HSE will meet all applicable state assessment requirements (TAKS, RPTE, SDAA, and LDAA) prescribed by law for all Texas public schools. In addition to the State assessment tests, students will be given the Iowa Test of Basic Skills (ITBS). The ITBS is administered to gauge the progress of students and to create a standardized basis for measuring schools' achievement and growth. This nationally norm-referenced test will be administered to all students during the fall semesters of the first year to measure first-year growth, and to establish a norm-referenced baseline. The results of these tests will be used to evaluate school programs and, in conjunction with other assessments, classroom performance, student progress. Students will be divided into sections within each grade level according to the school-wide testing so that teachers can teach subject material to more homogeneous student cohorts. This ability grouping will enable teachers to provide effective classroom management practices.

ITBS will be administered in core courses (i.e., Reading, Mathematics, Science, and Language Arts). The ITBS will then be administered during the fall each of each subsequent year. The goal will be to increase same cohort performance on the ITBS by at least five percentile ranks each year thereafter, or 25% over the life of the charter. This nationally recognized test when viewed with daily work performance, report cards, work portfolio, and attitude toward learning, give a balanced picture of each student's progress.

HSE will use the Iowa Test of Basic Skills (ITBS) instrument to gather student baseline information. The ITBS Form A and Form B measures the skills and achievement of students from kindergarten through Grade 12 (the pertinent section will be used only). Developed at The University of Iowa and backed by a tradition of more than 70 years of educational research and test development experience, the ITBS provides an in-depth assessment of students' achievement of important educational objectives. Tests in Reading, Language Arts, Mathematics, Social Studies, Science, and Sources of Information yield reliable and comprehensive information both about the development of students' skills and about their ability to think critically.

In addition to these assessments, a benchmark assessment will also be given to the students. The Benchmark Assessments have several important purposes. Their primary goal is to help teachers improve their classroom instruction by providing regular feedback regarding the students' knowledge of particular strands of instruction. Students' retention within a strand can be monitored and graphed to provide important information to teachers during their lesson planning. The benchmark system is based on monthly assessments administered in writing, reading, and math in all grades. The Benchmarks allow the identification of strengths and weaknesses of individual students as they apply to the students' achievement of their educational goals and performance standards. The Benchmark Assessments are designed to support a comprehensive program of teaching and learning. The Benchmarks offer teachers the unique opportunity for a monthly gauge of students' knowledge and national testing strands. These assessments take the form of short quizzes that mirror criterion-referenced and norm-referenced tests. This means, for example, that certain tests will require open-ended problem solving or persuasive writing along with traditional multiple-choice questions. Teachers evaluate and score the work of their own students using common scoring guides, or rubrics.

Teachers will use the results to adjust their instruction to meet individual student needs. The Benchmarks will be available online through an Internet-based system. Harmony School of Excellence will report annually on all student achievement measures via quarterly School Report Cards.

j) Describe the connection between the TEKS, classroom instruction, and assessment of student progress.

The connection among the TEKS, TAKS objectives, and classroom instruction will be aligned throughout the school year. Upon completion of a subject unit, students will be given an assessment tool to measure mastery of those specific objectives that were thought. For the majority of the courses, teachers will develop tests for periodic administration to give students opportunity to demonstrate their knowledge and understanding. Teachers will maintain a checklist of TEKS objectives that will be updated periodically on each student regarding mastery of specific objectives corresponding to TAKS objectives. At the end of each school year, checklists will be compared to TAKS results to estimate effectiveness of classroom instruction. The objective of this comparison is to measure correlation between classroom instruction and TEKS objectives. High test scores will be an indication of an effective correlation between TAKS and classroom instruction.

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

At the end of each school year, student test scores from state mandated (TAKS, SDAA, and RPTE), locally adopted (IBTS), and other tests will be plotted over time to see improvement in students' achievement. This will enable teachers and administrators to identify the educational strengths and needs of an individual students and the extent to which educational goals and performance standards are being met. Those objectives that are not being mastered will be an indication of an area that needs to be improved via instructional techniques.

Regular course grades will also be a program evaluation and effectiveness. Students who are failing in a particular subject area or course objective will be tutored during after school hours or on the weekends until the subject is mastered.

Finally student surveys will be used to collect information and suggestions for improving classroom instruction, overall school environment, and educational program.

4. Student Goals

a) Other than the indicators of the state accountability rating system, discuss student goals.

See tables below.

b) Describe methods used to measure success toward each goal.

The Board of Directors of the sponsoring entity are committed to creating a safe, enriched and challenging educational environment, which supports and promotes the intellectual, social, emotional and physical growth and development of each child. Staff, students and parents will work together, and share the responsibility of creating an optimum educational environment that responds to student and community needs. At HSE students' unique abilities and talents will be valued and nurtured.

In addition to the indicators set by the state accountability rating system, Harmony School of Excellence expects its students to achieve the goals given below. Individual student progress will be monitored by the classroom teacher, the principal of Harmony School of Excellence, and the students. The school will demonstrate student improvement on standardized tests and compare favorably with schools having similar student populations. The following tables indicate the student goals and strategies and describe how progress will be measured relative to each student goal.

GOAL-1: READING

Student Goals: Student proficiency and achievement in reading will improve

Strategies	Performance Measure
1-Teachers will develop individual instructional plans for all students who require remediation or enrichment.	Performance on daily practice activities.
2-Teachers will instruct all students at instructional reading levels.	
3-Expose all students to a wide variety of literary genres.	Classroom logs of family/at home reading time
4-Specially trained teachers will employ strategies in reading to meet the needs of individual learners.	
5-Complete TAKS Item analysis to determine program strengths and areas of concern.	Varied writing assignments, portfolios, exhibition, and standardized tests
6-Family at home reading will be encouraged	
7-A school-wide celebration of reading will occur.	

GOAL-2: WRITING

Student Goals: Student proficiency and achievement in written language will improve

Strategies	Performance Measure
1-Complete TAKS item analysis to determine program strengths and areas of concern.	Classroom assessments
2-Students will practice writing daily.	
3-Special trained teachers will employ differentiation strategies in writing across all curriculum areas to meet the needs of individual learners, including LEP, G/T, Special Education, and Dyslexic.	
4-Teachers will demonstrate and model examples of good writing across grade levels.	Varied writing assignments, portfolios, exhibition, and standardized tests
5-Teachers will use targeted writing skills across grade levels.	
6- Writing will be integrated into other curricular areas.	
7- Maintain student-writing portfolios.	

GOAL-3: MATHEMATICS

Student Goals: Students will demonstrate improved math skills

Strategies	Performance Measure
1-Every grade level will increase the use of math manipulatives.	Performance on daily practice activities.
2-Students will complete daily problem solving activities in the grade levels.	
3-Specially trained teachers will employ strategies in math to meet the needs of individual learners, including BE, G/T, and Special Education.	Essays, exams, standardized tests, portfolios, exhibitions, lab practical and oral examinations.
4-Complete TAKS item analysis to determine program strengths and areas of concern.	
5-Provide staff training to assist in the implementation of the new math adoption.	
6-Develop site-based pre and posttests for math skills at each grade level.	
7-Start a Math Olympics team after school program.	

GOAL-4: SCIENCE

Student Goals: Students will improve in gathering research, understanding content, and making connections.

Strategies	Performance Measure
1-Teachers will increase the number of hands-on activities and investigate labs at every grade level.	Classroom assessments
2-Implement technological applications as appropriate.	
3-Teachers will implement activities and provide resources to meet the individual needs of all students, including LEP, G/T, and Special Education.	
4-Staff will continue to develop technical skills through in-service, training, classes, and mentors.	
5- Students will utilize classroom, lab, and library technology as appropriate to the learning activities.	Essays, exams, standardized tests, portfolios, exhibitions, lab practical and oral examinations.

GOAL-5: TECHNOLOGY

Student Goals: Students will use technology as an integrated tool in learning and teaching

Strategies	Performance Measure
1- Staff will continue to develop technical skills through in-service, training, classes, and mentors.	Classroom documentation of usage
2- Staff will utilize school technology and the district technology specialist.	
3- Students will utilize classroom, lab, and library technology as appropriate to the learning activities.	Check list of classroom software use
4- Staff will investigate to inform and facilitate discussion surrounding the issue of computer lab vs. classroom technology.	Pre/Post keyboarding assessment in grades 4 and 5
5- Purchase and utilize needed software, hardware, and technology tools.	Hardware/software inventory usage logs, parents/students surveys, and computer labs sign-in logs
6- Support and encourage after school parent and student computer use.	
7- Assign a staff member to monitor the computer lab.	

GOAL-6: CITIZENSHIP

Student Goals: The school will provide an exemplary academic program while instilling strong character education built upon respect and responsibility, including violence and drug prevention strategies.

Strategies	Performance Measure
1-Counselor will provide weekly lessons and morning announcements to all students.	narratives, notebook
2-Students will develop leadership skills through character education and Student Council.	
3-Counselor and DARE program will promote responsible behavior including violence and drug prevention.	
4-Diversity Club will promote cultural awareness by highlighting various cultures in the community.	Volunteer hours
5-Students will participate in community service projects via Club activities.	
6- The principal will plan avenues for effective communication among parents, staff and administration.	Possible Parent Council parent involvement survey
7- A strong parent council will work toward activities and projects that enhance the educational programs and school climate.	

GOAL-7: ATTENDANCE

Strategies	Performance Measure
1-Maintain current monitoring of attendance by staff.	Daily recording and Informing parents monthly and immediately if student is not attending regularly
2-Maintain current recognition of attendance and current incentives.	
3-Teachers will conference with parents.	

Division of Charter School

HUMAN RESOURCES INFORMATION:

1. Provide a statement that demonstrates the understanding that the board of the charter holder is ultimately responsible for management and administrative practices (P.110) and reporting requirements, including PEIMS (P. 111)

Response: The board of the charter holder understands that they are ultimately responsible for management and administrative practices and reporting requirements listed below. A detailed explanation is already given for each these items on pages 66 through 69 of the application.

- student and school performance;
- management and administrative practices;
- student attendance accounting reporting requirements;
- compliance with generally accepted accounting principles and generally accepted standards of fiscal management;
- compliance with special education and bilingual/English as a second language (ESL) program requirements;
- financial accounting reporting requirements, including grant reporting requirements;
- reporting requirements, including those through the Public Education Information Management System (PEIMS);
- reporting annual school and student performance to students, parents, and the public; and
- distributing to parents information related to the qualifications of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee, and any relevant experience of each employee.

2. On P. 114 it states that teacher resumes will be available for parents to review and posted on school web page. P. 118 states that resumes will be available at the front office for parents and public to review. If teacher resumes will be available by both means, please state so on both pages which address teacher qualifications.

Response: The teacher resumes will be available for parents and public to review at the front office. Additionally, the resumes that address teacher qualifications will be posted on school's web page. This statement supersedes the statements regarding availability of teacher resumes by both means.

3. Provide a job description for every job noted on the organizational chart (P. 179).

Response: Followings are job descriptions for every job noted on the organizational chart.

Administrative Assistant

Primary Role and Purpose:

Organize and maintain the normal work activities of the office of administration. Provide clerical duties to the Chief Education Officer (CEO) and other charter staff.

Skills:

- Exceptional keyboarding, word processing and file maintenance skills.
- Strong communication and interpersonal skills.
- Basic math skills.
- Knowledge of personal computer and software in order to compile spreadsheets and databases and do word processing.

Responsibilities and Duties:

Records and Correspondence

- Draft correspondence, forms, reports, etc., for the CEO and other department staff members using a personal computer.
- Prepare data as needed when completing state and local reports.
- Organize and manage hardcopy and computerized departmental files.
- Manage student records as needed.

Accounting

- Attend to routine bookkeeping duties, including basic math operations, for the department.
- Assist with the completion of purchase orders and payment authorizations.
- Maintain personnel time records including leave requests and reports. Draft and submit information to the central office.

Other

- Answer incoming calls, take accurate messages and transfer to appropriate staff.
- Oversee appointment schedule and make travel arrangements for department staff.
- Receive, sort and deliver mail and other documents to department staff.
- Ensure confidentiality of information.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Manage time with frequent interruptions.
- Extended computer time.

Counselor

Primary Role and Purpose:

Develop, implement, and assess a comprehensive guidance program for the charter including counseling services. Promote a guidance program that shows students how their personal growth and development can be maximized.

Skills:

- Working knowledge of counseling procedures, student appraisal and career development.
- Superior organizational, communication and interpersonal skills.
- Capable of instructing students and managing their behavior.

Responsibilities and Duties:

Guidance

- Communicate the guidance program to students and parents.
- Assist teachers to include guidance program with charter curriculum.
- Administer education programs and career awareness to individuals and student groups on an ongoing basis.
- Ensure individual and small group counseling needs are met.

Consultation

- Confer with individuals associated with students to enhance their work with students.
- Collaborate with charter personnel and community residents to obtain resources for students.
- Ensure special programs and services are utilized by students with an efficient referral process.

Evaluation

- Assist in devising and assessing a charter standardized testing program.
- Evaluate test and assessment results effectively.

Program Management

- Develop a comprehensive guidance/counseling program that meets the identified needs of the student.
- Plan and implement an ongoing assessment of the guidance program and make adaptations based on the results.
- Gather, manage and file all required hardcopy and computerized reports, records and other documents.

Administration

- Abide by policies established by federal and state law that apply to charter schools, Commission's Rules that apply to charter schools, and charter policy in guidance and counseling area.
- Abide by all charter routines and regulations.
- Ensure a positive and constructive relationship with supervisors.
- Communicate with colleagues, students and parents in an effective manner.

Professional

- Provide role model behavior that is professional, ethical and responsible.
- Partake in professional development to enhance skills related to job assignment.

Supervisory Responsibilities:

Oversee assigned counseling aides and clerical employees.

Job Related Conditions:

- Maintain control in stressful situations.

Curriculum Director**Primary Role and Purpose:**

Lead and maintain overall instructional program of the charter. Ensure effective operations of the Curriculum and Instruction Department, which includes curriculum and staff development.

Skills:

- Developed knowledge of curriculum and instruction.
- Capable of managing budget and personnel.
- Capable of interpreting policy, procedures and data.
- Capable of evaluating instructional programs and teaching effectiveness.
- Capable of coordinating district functions.
- Effective communication, public relations and interpersonal skills.
- Strong background in educational technology.

Responsibilities and Duties:**Educational and Program Management**

- Supervise instructional and curriculum services to address students' needs.
- Devise, implement and evaluate instructional programs with teachers and principals, including objectives, strategies and assessments.
- Implement more effective teaching-learning process through research and data of content, sequence and outcomes.
- Collaborate with appropriate staff to devise, manage and evaluate curriculum documents based on systematic assessments.
- Collaborate with instructional staff in assessing and choosing educational materials to meet student learning needs.
- Verify the use of technology in the instructional process.
- Establish the necessary time, resources and materials to achieve educational goals and objectives.
- Verify that charter goals and objectives were derived from group problem-solving strategies when appropriate.
- Be active in the charter decision-making processes to initiate and assess the charter's goals and objectives and primary classroom instructional programs.
- Reinforce the efforts of others through support to achieve charter goals and objectives and campus performance objectives (academic excellence indicators).

- Collect and use assessment findings, including student achievement data, to evaluate curriculum and educational program success.
- Locate consultants, specialists and other community resources to aid principals and instructional staff in achieving objectives and goals.
- Ensure effective staff development programs that maintain the mission of the charter program assessment, outcomes, and collaboration from teachers and others.

Documentation and Law

- Ensure policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and local charter policy, in curriculum and instruction area are followed.
- Collect, manage and present all hardcopy and computerized reports, records and other documents required.

Budget

- Direct the curriculum and instruction budget and confirm that programs are cost efficient and funds are managed appropriately.
- Provide budgets and cost guidelines based on documented needs of program.

Personnel Management

- Draft, review and update job descriptions in curriculum and instruction department.
- Assess job performance of employees to guarantee efficiency.
- Aid with employment selection and training of personnel and make effective recommendations in regards to personnel assignment, retention, discipline and dismissal.
- Aid in the implementation of the teacher evaluation system.

Communication

- Ensure two-way communications with principals, teachers, staff, parents and community.
- Administer knowledge of conflict resolution with administrators, parents, teachers, staff and community.
- Maintain communication with other professionals to circulate professional research, ideas and information.

Community Affairs

- Convey charter's mission, instructional philosophy, and curriculum implementations strategies to the community and promote support in realizing the charter's mission.
- Illustrate understanding of the charter-community needs and begin programs to meet those needs.
- Establish use of productive and efficient skills to raise community and parent involvement.

Supervisory Responsibilities:

Oversee and assess the performance of instructional supervisors and support staff in the curriculum department.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended or irregular hours.

Data Entry Clerk**Primary Role and Purpose:**

Perform data entry including accounting, personnel, budget, demographics or Public Education Information Management System (PEIMS) data; attendance; or grades into computer databases with direct supervision.

Skills:

- Capable of using a personal computer to design and maintain spreadsheets, databases and complete word processing.
- Efficient typing, keyboarding, file maintenance and 10-key skills.
- Able to comply with established deadlines.

Responsibilities and Duties:**Documentation and Reports**

- Using appropriate technology to enter alphabetic, numeric or symbolic data from source document.
- Validate and record results according to charter guidelines.
- Identify and edit corrections in original data prior to processing.
- Identify deficiencies in source documents and relay them to originator for correction.
- Publish reports using database information including attendance reports, class or personnel roster, end-of-semester reports or accounting reports.

Other

- Ensure confidentiality.

Supervisory Responsibilities:

- None

Job Related Conditions:

- Extended computer time.

Director of Special Education**Primary Role and Purpose:**

Oversee the charter's special education program to provide establishment of needed services for special needs students. Complete individualized education plans to meet the needs of all students and comply with all state, federal and local requirements.

Skills:

- Understanding of federal and state special education law.
- Comprehending the individual needs of special education students.
- Capable of communicating with all levels of special needs students and their parents.
- Capable of interpreting policy, procedures and data.
- Capable of managing budget and personnel.
- Capable of coordinating charter functions.
- Exceptional organizational, communication and interpersonal skills.

Responsibilities and Duties:**Instructional and Program Management**

- Oversee and maintain special education programs and services to meet students' needs.
- Ensure that student progress is reviewed on an ongoing basis and that the results are used to make adjustments to IEPs.
- Combine the use of technology in the instructional atmosphere.
- Collaborate and support pilot program with staff that leads to effective, innovative instruction when appropriate.
- Establish program to support staff in achieving educational goals.
- Ensure special education referral process requirements are met. Arrange for, or conduct evaluations, advise on placement and program management for each student.
- Oversee and examine the Admission, Review and Dismissal (ARD) process for the charter.
- Confirm student placement and development of Individual Education Plan is appropriate through committee meetings according to charter policy.
- Oversee the change in services for special education students who are entering and leaving the charter system.
- Administer guidance in composing and implementing outside service contracts for special education students.
- Evaluate special education program efficiency through assessment findings, including student achievement data.
- Assist in the creation and outfitting of facilities for students with disabilities.
- Continually supervise curriculum program to ensure it is pertinent to student's needs.

Student Management

- Support charter's special education program in relation to student management policies and expected student behavior.
- Collaborate with parents, students and teachers through conferencing on vital issues.

Documentation and Law

- Advise on policy improvement through beneficial programs.
- Confirm that policies established by federal and state law, Commissioner's Rules, and local charter policy in area of special education are being met.

- Gather, manage and file all hardcopy and computerized reports, records, and other documents required by charter, state and federal regulations.

Budget and Inventory

- Direct the special education department budget and confirm that programs are cost effective and funds are managed sensibly.
- Provide budgets and cost guidelines based on documented needs of program.
- Oversee that adequate supplies and equipment are available and advise for the disposal of unnecessary equipment.
- Authorize and advise accounting department of purchase orders for the special education department.

Personnel Management

- Compile, assess and revise job descriptions in special education department.
- Guarantee outstanding operations in the special education arena through ongoing training and improvement guidelines.
- Assess job performance of staff to guarantee effectiveness.
- Aid in the employment and training of personnel and make effective recommendations in regards to personnel assignment, retention, discipline and dismissal.

Communication and Community Affairs

- Ensure two-way communications between parents, students and community agencies to notify families of services available.
- Participate in professional organizations and serve on community boards.
- Convey to the community the charter's purpose and goals in special education and encourage support in understanding the charter's purpose.
- Show understanding through initiation of activities to meet the charter community needs.
- Solicit charter community parent involvement with suitable and positive methods.

Supervisory Responsibilities:

Oversee and assess the performance of special education teachers, aides and support staff.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended hours may be required.

Bilingual Coordinator

Primary Role and Purpose:

Oversee the charter program for bilingual students. Provide educational opportunities to bilingual students through communication with charter staff and outside personnel.

Qualifications:**Skills:**

- Capable of organizing and coordinating charter-wide program.
- Skill at interpreting data.
- Understanding of curriculum and instruction.
- Understanding of strategies and materials for the education of bilingual students.
- Exceptional organizational, communication and interpersonal skills.
- Effective communication skills with bilingual parents and students.

Responsibilities and Duties:**Program Management**

- Construct procedures and implement the process to recognize bilingual students at all grade levels, including review of student information and testing of students.
- Adapt bilingual curriculum as needed.
- Ensure bilingual students have appropriate curriculum modifications, acceleration, etc., of course work through collaboration with teachers.
- Design and provide for professional staff training sessions on various instructional methods, classroom settings, and identifying methods for bilingual students.
- Design and implement an ongoing assessment of the bilingual program and make adaptations based on the results.

Consultation

- Ensure aide staff has appropriate resources and materials to accomplish program goals.
- Confer with individuals associated with bilingual students in regards to program goals.
- Oversee parent meetings, including parent advisory committee meetings.

Finance and Inventory

- Manage the bilingual budget and see that programs are efficient and that bilingual funds are managed appropriately.
- Assess program needs to calculate budget and cost estimates.
- Assist in grant-writing activities to secure program funding.
- Participate in acquiring supplemental equipment and supplies for the program.

Documentation and Law

- Gather, manage and file all hardcopy and computerized reports, records and other documents required.
- Abide by all policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and the local charter policy.

Supervisory Responsibilities: None**Job Related Conditions:**

- Maintain control in stressful situations.

- Extended hours may be required.
- Some travel may be required.

Director of Food Service

Primary Role and Purpose:

Supervise and run the food service operation. Develop and direct programs that meet regulatory and nutritional requirements for students. Encourage development of healthy nutritional practices and ensure a safe and clean environment.

Skills:

- Capable of menu planning, food purchasing and preparation of foods in food service environment.
- Capable of managing budget and personnel.
- Capable of coordinating charter functions.
- Capable of interpreting policies, procedures and data.
- Exceptional organization, communication and interpersonal skills.

Responsibilities and Duties:

Food Service Operations

- Oversee charter food service programs.
- Provide meals that meet nutritional requirements for students.
- Consult with charter principal to plan effective lunch schedules and work out personnel issues.
- Oversee the process of providing free and reduced lunch applications following United States Department of Agriculture and Texas Education Agency guidelines for meal eligibility and reimbursement of federal funds.
- Produce and manage written procedures for all food service operations.

Documentation and Law

- Abide by all federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools and board policy in food service area.
- Gather, manage and file all hardcopy and computerized reports, records and other documents required.
- Ensure data for processing food service payroll is prepared.

Finance

- Oversee food service budget and verify that programs are cost efficient and managed appropriately.
- Record program needs in order to provide budget and cost estimates.
- Help devise a cost-effective and efficient system of purchasing food which meets federal procurement and Texas Education Agency (TEA) standards.
- Write purchase orders and bids within charter budget and following charter policy.
- Approve and forward food service invoices and purchase orders to accounting department.
- Propose disposal of obsolete equipment and update equipment as necessary.

- Oversee equipment and supply inventory and stock control program.

Personnel Responsibilities

- Draft and revise job description in food service department.
- Ensure outstanding performance in the food service area through training options and improvement plans.
- Assess job performance of employees to guarantee efficiency.
- Employ, train, oversee and make accurate recommendations about personnel placement, transfer, retention and dismissal.

Safety

- Protect food, supplies and equipment in school cafeterias, lunchrooms and warehouse through effective operating procedures.
- Operate safety standards that abide by federal, state and insurance regulations and design a proactive safety program.

Other

- Participate in growth activities to keep up to date on new techniques for food service operations.

Supervisory Responsibilities:

Supervise and evaluate performance of cafeteria managers and support staff assigned to the food service area.

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.

Director of Maintenance

Primary Role and Purpose:

Oversee charter's maintenance and custodial operations. Maintain facilities so that full educational use may be made at all times. Ensure facilities provide an excellent working environment that is safe, clean, attractive and functional.

Skills:

- Working knowledge of basic principles of construction, school plant maintenance and custodial operations.
- Capable of managing maintenance department budget and personnel.
- Capable of coordinating district functions.
- Capable of interpreting policy, procedures and data.
- Capable of reading blueprints and schematics.
- Effective organizational, communication and interpersonal skills.

Responsibilities and Duties:

Facility Maintenance

- Supervise custodial, maintenance and repair, security and central warehouse operations of charter.

- Process work orders for repair and maintenance of charter facilities and grounds.
- Provide written working procedures for maintenance, repair, operations and security of all charter facilities and equipment.
- Organize plans and requirements for contracted repair work and locations improvement for submission to appropriate department for bids.

Documentation and Law

- Follow federal and state laws that apply to charter schools, Commissioner's Rules that apply to charter schools, and local charter policy in maintenance area.
- Gather, manage and file all reports, records and other documents required in maintenance area.
- Compile necessary information to process maintenance payroll.

Finance and Inventory

- Oversee maintenance budget and verify that programs are cost efficient and funds are managed accordingly.
- Record program needs in order to provide budget and cost estimates.
- Supervise inventory and stock control program for equipment and supplies.
- Write purchase orders and bids within charter budget and following charter policies.
- Replace and maintain an adequate inventory of supplies and parts.
- Approve and forward maintenance department invoices and purchase orders to accounting department.
- Propose disposal of obsolete equipment and acquire updated equipment as necessary.

Personnel

- Assign work to maintenance personnel and supervise job completion.
- Draft and revise maintenance department job descriptions.
- Assess effectiveness of employees' job performance.
- Employ, train, oversee and make sound recommendations about maintenance personnel placement, transfer, retention and dismissal.

Safety

- Implement safety standards that abide by federal, state, and insurance regulations and implement a safety prevention program.
- Keep all equipment in ideal operating condition.

Other

- Work as disaster duty personnel when needed.
- Participate in professional growth activities to keep informed of new methods in maintenance operations.
- Be available for after-hours emergencies.

Supervisory Responsibilities:

Oversee performance of craftsmen, head custodian, grounds foreman, warehouse supervisor, head security, and support staff assigned to maintenance department.

Job Related Conditions:

- Maintain control in stressful situations.
- Frequent travel required.
- Extend hours may be required.

School Nurse

Primary Role and Purpose:

Ensure complete health services program for charter. Provide students with health services. Incorporate students into health education program and teach preventive health practices.

Skills:

- Ability to evaluate students to identify health defects.
- Exceptional organizational, communication and interpersonal skills.
- Capable of implementing policies and procedures.

Responsibilities and Duties:

Nursing Services

- Provide medical care, minor or emergency, to students and staff according to charter policy.
- Act as health mentor for students.
- Contact parents or guardian in cases of accident or illness. Obtain outside medical care in emergency cases when parents or guardian cannot be reached.
- Implement plan to ensure student medications are administered properly. Ensure plan is in compliance with charter policy and procedures.
- Issue health screening for staff and students as required by Texas Department of Health, Texas Education Agency and charter policy. Make referrals as necessary.
- Plan and implement an ongoing evaluation of charter health program and make adaptations based on the results.

Instruction

- Assist in drafting of charter health education curriculum and teach health education to individuals and groups.
- Ensure individual students receive health counseling and instruction.

Consultation

- Work as health partner between school, physicians, parents and community.
- Assess and refer student problems with the assistance of students, teachers, parents and medical and health care professionals as needed.
- Assist with Admission, Review, and Dismissal Committee, crisis team and school committees.
- Assess and report cases of suspected child abuse.
- Initiate home health care for students with health problems with permission of the charter administration.
- Keep ongoing communication with principal and health services coordinator on issues of health services.

Administration

- Manage and assess immunization records.
- Ensure correct program administration by following program charter procedures.
- Oversee nurse aides and ensure training of clinic policies according to charter regulations.
- Gather, manage and file all reports and other documents required, including clinic records and accurate, updated health records on all students.
- Maintain clinic inventory as needed by requisition of supplies and equipment.
- Abide by policies established by federal and state laws that apply to charter schools, Texas Department of Health rule that apply to charter schools, Commission's Rules that apply to charter schools and local charter policy in health services area.
- Inform principal of potential health and safety hazards.
- Abide by all charter routines and regulations.

Professional Development

- Keep current CPR, vision and hearing screening and health screening certification.
- Provide role model behavior that is professional, ethical and responsible.

Supervisory Responsibilities:

Direct the work of assigned nurse aides.

Job Related Conditions:

- Maintain control in stressful situations.
- Possible exposure to bacteria and communicable diseases.

4. The "qualification requirements" for the PEIMS Coordinator (P. 119) are inconsistent. Is an applicant required to have a high school diploma and at least one year experience in this field or is an applicant required to have either a high school diploma or experience in a school environment?

Response: An applicant required to have either a high school diploma or experience in a school environment.

5. Are the following titles held by the same individual: PEIMS Coordinator, Registrar, student attendance clerk, student attendance staff, and Secretary? If yes, explain and demonstrate how the individual assigned these roles will be capable of handling all job duties (PP. 119-121).

Response: As noted on the bottom page 179, the organizational chart is designed to show administrative functions rather than individual positions. In other words, multiple tasks can be performed by the same person if need arises (i.e. a payroll coordinator can be account payable clerk and benefit coordinator). Therefore, during initial years of operation, the school secretary will assume the positions of registrar and attendance clerk. Consequently the PEIMS coordinator will perform the Attendance Coordinator's

duties. Eventually, each of these positions mentioned above will be held by different individuals when enrollment reached the full capacity.

6. Response to question "n." on page 120, regarding salary ranges and benefits for PEIMS Coordinator and other staff, is incomplete. Specify proposed salary range and benefits for the PEIMS Coordinator of your school. How can this individual fit on the administrative salary scale provided since the salary scale assumes a degree which is not required for this position?

Response: PEIMS Coordinator's salary range is in between \$20,000-\$60,000 depending on experience, qualifications, and competence. Other benefits include 1-3 paid weeks, comprehensive medical benefits, and retirement plan.

COMMUNITY SUPPORT:

OK

GEOGRAPHIC BOUNDARIES

1. Please remove charter schools listed in this section (P. 132).

Response: The charter schools listed in this section are removed.

BIOGRAPHICAL AFFIDAVITS:

1. Resubmit affidavit for Fatih Yigit after correcting the dates under previous experience. Information in #11 indicates the dates to be 200-2002. (p 170)

Response: Please see revised affidavit for Fatih Yigit in exhibit A.

OTHER:

1. How will the Europe trip be funded? Explain how a Europe trip will be financially feasible every year (P. 15).

Response: The international field trips (including the Europe trip) are paid or funded by parents of those students who would like to join. It is not paid by school funds at all.

2. Please provide assurance that you will follow 19 TAC §100.1033 (C)(6) regarding employee grievances, citizen complaints, or parental concerns. In step 4, on P. 83 it says, "Ask for a hearing before the Board. If after a good faith effort to resolve the problem does not yield satisfactory results within twenty school days then;

the sponsoring entity will request mediation from a third party or TEA." TEA does not mediate.

Response: Cosmos Foundation provides assurance that we will follow 19 TAC §100.1033 (C)(6) regarding employee grievances, citizen complaints, or parental concerns. The school will not request mediation from a third party or TEA.

ASSURANCE DOCUMENTS:

1. Signed Assurances related to the requirements of bilingual/ESL Documents programs, Section 504 of the Rehabilitation Act of 1973, and dyslexia programs will be required if a charter is awarded. In addition, a special education and federal assurance document is required prior to the execution of a charter contract.

Response: The requested signed assurances are given in exhibit B.

AMMENDMENT:

Cosmos foundation would like to make an amendment in its original charter application as follows:

Current: The answer to the question "w" in Business Plan Section as follows:

w) Indicate whether the charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. If so, the provisions of TEC, Chapter 44, Subchapter B, will control in lieu of Subchapter B, Chapter 271, Texas Local Government Code.

The sponsoring entity **will adopt** the provisions of the TEC, Chapter 44, and Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property.

Amended:

w: Indicate whether the charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. If so, the provisions of TEC, Chapter 44, Subchapter B, will control in lieu of Subchapter B, Chapter 271, Texas Local Government Code.

The sponsoring entity **will not adopt** the provisions of the TEC, Chapter 44, and Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property.

5. Human Resources Information

- a) **Submit, as part of Attachment A, a notarized biographical affidavit for each officer of the school. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. If school officers are not yet identified, the affidavits must be provided prior to the opening of school.**

See Attachment A (Biographical Affidavits).

- b) **Provide a complete job description, including qualifications required, for all school officer positions. Note that some duties cannot be delegated by the governing body of the charter holder to a school officer. Non-delegable duties are listed in 19 TAC §100.1033(6)(C).**

The school officers of the HSE will be a superintendent, a principal, assistant principals, and a business manager. Additional administrative staff and positions may be added as the enrollment increases. School officers must have a minimum of a bachelor's degree. The following is a list of roles and responsibilities of the school officers. Non-delegable duties that are listed in TAC §100.1033(6)(C) will be supervised by the Board of Directors of the sponsoring entity.

CEO/SUPERINTENDENT:

Primary Role and Purpose: Operate as the educational leader and chief educational officer of the charter while implementing policies set by the Board of Directors. Assume administrative responsibility for the planning, operation, supervision, and evaluation of the education programs, services, facilities of the charter, and for the annual evaluations of the charter staff.

Skills:

- Knowledge of school law, finance, and curriculum.
- Able to manage budget and personnel.
- Able to interpret policy, procedures, and data.
- Exceptional organizational, communication, public relations, and interpersonal skills.

Responsibilities and Duties:

Instructional Leadership

- Be knowledgeable about all aspects of the instructional program and analyze data to confirm continuous focus on improving student academic performance.
- Work with staff, board, parents, and community to plan curriculum.
- Annually, develop, evaluate, and revise the charter improvement plan with the input of all charter school committees.
- Compile reports and assist the board in the evaluation of the effectiveness of charter programs.

Charter Morale

- Demonstrate skill in anticipating, managing, and resolving conflict.
- Assure ongoing communication with charter personnel.

School Improvement

- Analyze periodic evaluations of programs and operations to establish improvements needed to attain goals of charter.

- Use a collaborative decision-making and problem solving process when possible.
- Encourage goal-oriented achievement and support the efforts of charter performance objectives (academic excellence indicators).

Personnel Management

- Advise on the number and types of positions needed to fulfill the charter functions effectively and organize the charter's central administration.
- Encourage a positive work environment that promotes high staff morale and excellence in the charter.
- Employ non-contractual personnel. Advise contractual personnel of employment.
- Designate assignments for all personnel. Exercise final authority over transfer of educators due to enrollment shifts or program needs.
- Designate the duties of all personnel.
- Oversee the staff evaluation program.
- Oversee the termination or suspension of employees or non-renewal of term-contract personnel. Terminate non-contractual personnel.
- Serve as a liaison between the board and staff.
- Advise charter staff on pay systems, pay increases, or pay adjustments for personnel.
- Administer pay systems.
- Encourage all professional development activities.

Management of Fiscal, Administrative and Facilities Functions

- Stay informed on laws and public policy dealing with education on the local, state, and federal level.
- Incorporate procedures and regulations to manage charter operations and apply policies adopted by the board.
- Ensure all essential documents are compiled as requested by the board, the Texas Education Agency, and other federal and state agencies and any records subpoenaed by a court of law.
- Compile and submit annual proposed budget to the charter board.
- Consult with all financial accounting staff and ensure that approved budget is being managed in accordance with policy.
- Ensure all state and federal requirements are met.
- Ensure that the charter facilities are maintained and that provisions are made for the safety of students, employees, and other users of charter facilities.
- Keep informed on the status of charter property, casualty, and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Management

- Provide positive educational environment through the practice of an impartial and effective system of student discipline management.
- Collaborate with staff, board and community to ensure implementation of support services for students.

Charter and Community Relations

- Produce and apply open communication between the charter, the parents, and the community.
- Encourage support and involvement with the charter.
- Represent the charter in activities involving other charters and professional and community groups.

Professional Growth and Development

- Ensure a professional development plan is reviewed annually with the board and collaborate with board members on the criteria for the CEO's performance evaluation.
- Engage in professional development through educational participation in conferences,

organizations, and reading of professional development material.

Board Relations

- Collaborate with the board in monitoring individual and team training needs. Provide training opportunities.
- Compile board agendas and meeting materials with the board president.
- Ensure the board is informed on issues, needs, and operations of the charter.
- Advise on policies presented to the board for adoption and monitor the adaptation of adopted policies.
- Employ discretion and judgment on issues not covered by board policy.
- Communicate board policy to the staff and community and ensure the policies are maintained.
- Manage all board minutes and records.
- Advise charter staff on all litigation or potential litigation unless board instructs otherwise.

Supervisory Responsibilities:

Maintain general supervision exercise authority over all charter employees and over programs for which they are responsible. Ensure fiscal, academic and charter accountability to the board.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

PRINCIPAL:

Principal shall operate as chief operating subordinates to the Superintendent/Director in orchestrating program and service delivery to students through teaching and auxiliary staff including the following duties:

Supervisory Responsibilities:

Supervise and evaluate the performance of staff assigned to campus including assistant principal(s), teacher(s), counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Skills:

- Knowledge of school law, finance, and curriculum.
- Able to manage personnel.
- Able to interpret policy, procedures, and data.
- Exceptional organizational, communication, public relations, and interpersonal skills.

Working Conditions:

Maintain emotional control under stress. Occasional district wide and statewide travel; moderate bending, lifting kneeling, and stopping; frequent prolonged and irregular hours.

Responsibilities and Duties:

Management:

- Monitor instructional and managerial processes to ensure that program activities are related to program outcomes and use findings to take corrective actions.
- Regularly consult the campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.

School or Organization Morale:

- Provide instructional resources and materials to support teaching staff in accomplishing instructional goals.
- Foster collegiality and team building among staff members. Encourage their active enrolment in decision-making process.
- Provide for two way communications with Superintendent, staff, students, parents, and community.
- Communicate and promote expectations for high-level performance to staff and students. Recognize excellences and achievement
- Ensure the effective and quick resolution of conflicts

School or Organization Improvement

- Build common vision for school improvement with staff. Direct planning activities and put programs in place with staff to ensure attainment of school' s mission.
- Develop and set annual campus performance objectives for each of the Academic Excellence Indicators using the campus planning process and site-based decision making committee.
- Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each Academic Excellence Indicator.

Personnel Management:

- Interview, select, and orient new staff. Approve all personnel assigned to campus.
- Define expectation for staff performance with regard to instructional strategies, classroom management, and communication with public.
- Observe employee performance, record observations and conduct evaluation conferences with staff:
- Work with campus-level planning and decision-making committees to plan professional development activities.

Management of Fiscal, Administrative, Facilities Functions:

- Comply with district policies and state and federal laws and regulations affecting the schools.
- Develop campus budgets based on documented programs needs, estimated enrollment, personal, and other fiscal needs. Keep programs within budget limit
- Maintain fiscal control. Accurately report fiscal information.
- Compile, maintain, and file all physical and computerized report, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbook.
- Manage use of school facilities. Supervise maintenance of facilities to ensure a clean, orderly and safe campus.
- Direct and manage extra curricular and intramural programs. Including management of multiple activity funds.

Student Management:

- Work with faculty and student to develop a student discipline management systems that results in positive student behavior and enhances the school climate.
- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with Student code of Conduct and student handbook.
- Conduct conferences about student and school issues with parents, student, and teachers.

School or Community Relations:

- Demonstrate awareness of school and community needs and initiate activities to meet those needs.
- Use appropriate and effective techniques to encourage community and parent involvement.

ASSISTANT PRINCIPALS:

Assistant Principals will assist principal in instructional program administration, human resources organizations, student activities and services.

Skills:

- Working knowledge of charter operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating charter support operations.

Responsibilities and Duties:

Share supervisory duties for charter professional staff with charter principal. Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

Charter Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

Charter Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help principal design, manage and implement information systems to manage and track progress on charter goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist principal in interviewing, selecting and orienting new charter employees.

Administration and Fiscal/Facilities Management

- Oversee charter operations in principal' s absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Oversee student attendance records and assist the attendance clerk on truancy issues.
- Requisition supplies, textbooks and equipment; verify inventory; manage records; and confirm receipts for materials.
- Aid in safety drill practices and inspections.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools, Commissioner' s Rules that apply to charter schools and charter policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

BUSINESS MANAGER:

The Primary Role and Purpose of the business manager is to oversee and maintain the operation of all financial and business affairs of the charter including accounting, payroll, purchasing, and risk management and act as the chief financial adviser to the CEO and charter board. Business manager must have a understanding of school accounting principals.

Skills:

- Applicable knowledge of school finance, budgeting, accounting systems, and economics.
- Effective communication, public relations, and interpersonal skills.
- Knowledge of personal computers and software to compile spreadsheets, perform data analysis, and do word processing.
- Capable of interpreting policy, procedures, and data.
- Capable of managing budget and personnel.
- Capable of coordinating charter activities.

Responsibilities and Duties:

Fiscal Management

- Ensure CEO is advised on the business affairs of the charter school.
- Analyze accounting practices, systems, and controls in all charter departments and advise on improvements in their structure, implementation, and maintenance.
- Manage a revolving auditing program for all funds and work with the charter's independent and internal auditors while conducting audits.
- Maintain accounting systems that comply with laws and regulations.
- Devise period cash flow analysis to determine cash available for investment and payment of bills.
- Manage charter investment portfolio.
- Supervise monthly bank settlement preparations for the operating, special revenue, debt service, construction, tax, cafeteria, and athletic accounts. Audit statements of vendor and payroll clearing accounts.
- Compile and enter all budget adjustments, additions, and deletions.
- Assess and authorize all purchase orders and check requests and manage budget by certifying availability of funds.
- Help with drafting of budget and assessing the long- and short-range objectives for the business operations of the charter.
- Oversee needs evaluation for the enhancement of the charter business operations.
- Collaborate with charter personnel to project student enrollments, staff needs, building and facilities needs, energy needs, capital equipment needs and other cost items for the charter and individual school improvement.
- Monitor the business office budget and see that programs are cost effective and funds are managed effectively.
- Act as charter leader to achieve cost-effective practices throughout the school.
- Confirm that business operations support the charter mission.

Documentation and Law

- Ensure policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and local board policy in area of business operations are being followed.
- Manage all hardcopy and computerized reports, records, and other documents required.
- Compile and review monthly financial statements and budget reports.

- Draft comprehensive annual financial report.
- Compile semi-annual financial reports to TEA for submission.
- Draft quarterly and final reports for all federal funds.

Inventory

- Ensure accurate computerized inventory records of all of the charter’s assets.
- Maintain and direct sales of surplus salvage equipment for disposal.
- Oversee maintenance of replacement cost-asset inventory for insurance purposes.
- Receive and register bids, calculate results and draft written recommendations.
- Oversee the drafting of bids and bid specifications.

Personnel Management

- Compile, check and revise business department job descriptions.
- Devise training options and/or improvement plans to maintain superior business operations.
- Assess job performance of employees to maintain effectiveness.
- Oversee personnel and make accurate recommendations in regards to assignments, retention, discipline, and dismissal.

Community Affairs

- Show knowledge of charter and community needs and implement programs to meet those needs.

Supervisory Responsibilities:

Supervise and assess the performance of the risk manager, purchasing manager, bookkeeper, accounts payable clerk, and payroll clerk.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended or irregular hours.

c) Submit, as Attachment B, the sponsoring entity’s organizational chart. The chart should illustrate all current and proposed operations of the sponsoring entity including: (1) all non-charter operations in which the sponsoring entity is engaged; (2) other charter schools that the sponsoring entity operates; and (3) the operation of the proposed charter school.

See **Attachment B** (Organizational Chart).

d) Discuss the salary ranges and benefits for school officers, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid.

Average school administrative and teacher salary at several school districts and charter schools, in Houston area, are listed below. A salary schedule (Table 5.2) was created for the proposed charter school based on the comparison of size and location of the area school districts and charter schools. Superintendent’s salary may range from \$45,000 up to 95,000 depending on experience degree and previous achievement. Board of directors may decide final decision regarding salary and the benefits for the Superintendent.

Benefits will be determined annually by the sponsoring entity and may include health insurance (preferably TRS-Active Care), 5 sick or personal days. Additionally the school will meet all state and federal requirements regarding unemployment issues.

Table 5.1. Average teacher's and administrative personnel salary in Houston area

Districts	Average Admin. Salary	Average Teacher Salary
Houston ISD	\$67,680	\$42,057
Alief ISD	\$63,912	\$42,821
Katy ISD	\$66,622	\$42,168
KIPP Inc.	\$48,333	\$33,000
Medical Center Charter	\$39,130	\$27,730
Varnet Charter	\$32,930	\$24,297

Source: 2002 Snap Shot data by Texas Education Agency.

Table 5.2. Salary schedule for Harmony School of Excellence for 12 months

Salary Schedule for HSE (12 months)			
Experience in years	TEACHERS		
	Bachelors	Masters	Doctorate
0	24,500-30,500	26,000-32,500	30,500-42,000
1	25,000-35,000	26,500-35,000	33,000-48,500
2 - 3	26,000-36,000	27,500-37,000	35,000-52,000
4 - 6	27,500-40,000	29,000-42,500	38,000-55,500
7 - 9	31,000-45,000	32,500-47,500	41,500-58,000
10 - 13	34,500-49,000	35,000-52,500	44,000-61,500
14 - 17	38,000-50,000	37,500-53,000	47,000-65,000
17 - 20	40,500-53,500	39,000-57,000	51,500-68,000
20+	41,500+	44,500+	54,000+
Experience in years	ADMINISTRATORS		
	Bachelors	Masters	Doctorate
0	33,000-45,500	35,500-47,500	38,000-49,500
1	36,500-49,000	38,000-51,000	41,500-55,000
2 - 3	39,000-52,500	40,500-54,000	43,500-59,500
4 - 6	42,500-55,500	44,500-57,500	46,000-63,000
7 - 9	45,000-58,500	46,000-59,500	48,500-69,500
10 - 13	48,000-61,000	50,000-62,500	52,500-77,500
14 - 17	51,500-65,500	52,500-66,500	55,500-83,500
17 - 20	54,000-69,500	55,500-71,500	58,500-89,000
20+	57,000+	59,500+	63,000+

e) Describe professional development opportunities that will be offered to school officers.

School officers will be required to participate in various workshops, training, conferences, and seminars (i.e., Instructional Leadership Development, Instructional Leadership Training, and leadership skills) throughout each school year. School officers will be mandated to meet and exceed the annual training hours that are required by the TEC §12.123. Following each training, the school officers will be required to disseminate information and share documents with other members of the school officers. Members of the administrative team will be encouraged to join professional associations such as Texas Association of School Board Officials (TASBO) and Texas Association of School Administrators (TASA). Additionally, regional education service center and its services will be utilized for professional development of the school officers.

f) Explain the method(s) that will be used to evaluate school officers.

The Board of Directors will have the ultimate responsibility of evaluating the Superintendent/CEO. The Board of Directors will develop an evaluation process for the Superintendent and school officers. The school officer evaluation criteria will be based on job performance, professionalism, and officer's efforts to contribute to the positive learning environment of the school. Additionally, Board of Directors of the sponsoring entity will adopt TEC §21.354, TEC §39.054, and the commissioner's recommendation to establish a procedure evaluating school officers. TEC and the commissioner's recommendations may be modified by the Board of Directors to meet the need of charter school. However the following main domains for school officers evaluation will be part of evaluation criteria; 1) Instructional management, 2) School or organization morale, 3) School or organization improvement, 4) Personnel management, 5) Management of administrative, fiscal and facilities, 6) Student management, 7) School or community relations, 8) Professional growth and development, 9) Academic excellence indicators and campus performance, 10) School Board relations (for Superintendent), 11) A student performance domain.

Following this the Superintendent will be responsible evaluating his/her subordinates (i.e., principal, assistant principals, special education coordinator, and teachers). The Superintendent and the Principal will be responsible keeping the school fiscally viable. Together they will to work to assess progress of students and teachers in meeting the program and academic goals for the School. The Superintendent and school officers are ultimately responsible to enact the goals of the HSE school. The School officers will be evaluated according to the degree to which those goals are achieved.

g) Demonstrate that school officers, in conjunction with the governing bodies of the charter school, understand that they are responsible for:

- 1) student and school performance
- 2) management and administrative practices
- 3) student attendance accounting reporting requirements
- 4) compliance with generally accepted accounting principles and generally accepted standards of fiscal management
- 5) compliance with special education and bilingual/English as a second language (ESL) program requirements
- 6) financial accounting reporting requirements, including grant reporting requirements

- 7) reporting requirements, including those through the Public Education Information Management System (PEIMS)
- 8) reporting annual school and student performance to students, parents, and the public
- 9) distributing to parents information related to the qualifications of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee, and any relevant experience of each employee

The Board of Directors of the Sponsoring Entity and the school officers are aware of the roles and responsibilities of the following items (i.e., items 1 through 9).

1) student and school performance

The School officers will be accountable for the performance of the school campus and will report to the Superintendent/CEO. As part of the annual evaluation process, goals, benchmarks and measures will be clearly delineated for measurement against actual performance. Baseline testing using a norm referenced pre-test/posttest will benchmark and measure student performance on a national scale; TAKS/RPTE/SDAA/LDAA, a criterion referenced test, will measure performance on achieving state academic standards; and AEIS indicators compiled as required by the state. These objective measurements will be used to evaluate the performance of the principal and hold her or him accountable to the board for student and school performance. The Superintendent will be responsible to the Board of Directors for student success and academic performance for the school.

2) management and administrative practices

The Superintendent will be held accountable to the Sponsoring Entity for management and administrative practices. The Principal will be held accountable for his or her management and administration of the school. The Business Manager will be held accountable for the management and administrative practices of the business office.

3) student attendance accounting reporting requirements

The Board of Directors and the Superintendent are responsible for the safekeeping of all attendance records and reports. The Superintendent may determine whether the properly certified attendance records or reports for the school year is to be filed in the central office or properly stored on campus. Regardless of where such records are filed or stored, they must be readily available for audit by the School Financial Audits Division of the Texas Education Agency. Auditors have the authority to examine attendance records for any year the district is required to retain records.

The Board of Directors and the School Officials will ensure that student attendance and reporting are done according to the Students Attendance Accounting Handbook published by the TEA. The school will have a clerk to perform daily attendance and other clerical duties.

4) compliance with generally accepted accounting principles and generally accepted standards of fiscal management

The Sponsoring Entity will oversee all aspects of the fiscal management and have the Superintendent and the Business manager to develop financial statements and accounting that ensure compliance with state and federal reporting guidelines. The Superintendent is to ensure that generally accepted accounting principles and standards are adhered to and each campus will have an attendance clerk. The attendance clerk will perform daily attendance and other clerical duties.

5) compliance with special education and bilingual/English as a second language (ESL) program requirements

It is the policy of the Sponsoring Entity that the Board of Directors and the School Officials shall ensure that the school develops and implements an IEP for each of its children with disabilities. The school officers shall ensure that the school establishes and implements procedural safeguards that meet the requirements of appropriate education codes. In addition, the school officers shall monitor compliance through procedures such as written reports and parent questionnaires.

Finally, the school officers will be responsible for ensuring that a child with a disability who is placed in the school program, is provided special education and related services ; **1)** in conformance with an IEP that meets the requirements of appropriate education codes. **2)** at no cost to the parents.

It is the policy of the Sponsoring Entity that every student at HSE school who has a home language other than English and who is identified as limited English proficient shall be provided a full opportunity to participate in a bilingual education or English as a second language program, as required in the Texas Education Code, Chapter 29, Subchapter B. To ensure equal educational opportunity, as required in the Texas Education Code. §1.002(a), the school will; **1)** identify limited English proficient students based on criteria established by the state; **2)** provide bilingual education and English as a second language programs, as integral parts of the regular program as described in the Texas Education Code, §4.002; **3)** seek certified teaching personnel to ensure that limited English proficient students are afforded full opportunity to master the essential skills and knowledge required by the state; and **4)** assess achievement for essential skills and knowledge in accordance with the Texas Education Code, Chapter 39, to ensure accountability for limited English proficient students.

6) financial accounting reporting requirements, including grant reporting requirements

The Superintendent will prepare or cause to prepare a calendar to the Sponsoring Entity that includes all grants expenditure requirements to be reported to the TEA. The Business Manager will provide mid-year and/or final accounting reports to the TEA on a timely manner. The Business Manager will be held accountable for the results of the external audit. Exceptions noted by external auditor will be reported to the Board of Directors and will be considered during the annual review.

7) reporting requirements, including those through the Public Education Information Management System (PEIMS)

To ensure compliance with all TEA rules and regulations, HSE will have an PEIMS Coordinator on campus. The PEIMS Coordinator will collate and prepare the necessary PEIMS submission and reports. The Principal will oversee the process to ensure that all reports are prepared in a timely fashion and are accurate.

8) reporting annual school and student performance to students, parents, and the public

The Sponsoring Entity will have the Superintendent to prepare an annual report to inform the students, parents, and the public describing the educational performance of the school in a public meeting (i.e., an open house at the school location) . The annual report must include the performance rating of the school. The report shall include a comparison provided by the Texas Education Agency of a variety of performance, student, staff, and financial information. Supplemental information to be included in the reports shall be determined by the Sponsoring Entity.

9) distributing to parents information related to the qualifications of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee, and any relevant experience of each employee

It will be the policy of Sponsoring Entity to hire highly qualified teacher for HSE students. The Sponsoring Entity will ensure that the school will provide a notification to parents about the qualifications of each teacher employed by the school. The school will hold public meetings at the school location to introduce each teacher that is qualified to teach at HSE. Resumes of each teacher will be made available for parents to review. Resumes of each teacher will also be posted on the school web page. Additionally the school will provide each parent with a timely notice in the event that the parent's child has been assigned, or has been taught for four or more consecutive weeks by a teacher who is not "highly qualified." The notice and information provided to parents will be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

h) Provide complete job descriptions, including qualifications required, for all charter school teachers and other instructional staff.

The Cosmos Foundation will be in compliance with the *No Child Left Behind Act* and will seek to hire teachers that are highly qualified in core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography) area. Teachers who are employed at the school will have minimum bachelor's degree and will demonstrate competency in the area of assignment. Special Education and BE/ESL teacher will be certified or licensed in the area of assignment. Teaching faculty will be encouraged to seek Texas Teacher's Certification during their employment at the school.

TEACHER:

The primary role and purpose of a teacher is to provide students with appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Teachers will help students develop the skills necessary to be a productive member of society.

Skills:

- Understanding of subjects assigned.
- Working knowledge of curriculum and instruction.
- Capable of instructing students and managing their behavior.
- Exceptional organizational, communication and interpersonal skills.

Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the charters curriculum. Ensure written plans are available for review.
- Ensure lesson plans show modifications for differences in student learning styles.
- Teach instructional subjects according to guidelines established by Texas Education Agency, charter polices and administrative regulations.
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs.
- Design instructional activities by using data from student learning style assessments.
- Collaborate with special education teachers on student Individual Education Plans to ensure all modifications are met.

- Collaborate with staff to determine charter requirement for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Help students assess and enhance their study methods and habits.
- Produce formal and informal testing to evaluate student success.
- Coordinate and manage extracurricular duties as assigned. Sponsor outside activities approved by the charter principal.
- Serve as an example for students, support mission of charter.

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students.
- Control student behavior in agreement with the student handbook.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on book, equipment and material selection.

Communication

- Establish communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Professional

- Enrich job skills through professional development activities.

Other

- Keep up to date on and abide by state and charter regulations and policies for classroom teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meeting and assist in staff committees as necessary.

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.
- Some lifting may be required.

SPECIAL EDUCATION TEACHER:

The primary role and responsibility is to provide services to special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. The Special Education teacher will develop student ability level instructional materials through modified curriculum and prepared lesson plans. Special Education teacher will conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Skills:

- Complete knowledge of special needs of students in assigned area.
- Complete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.

- Working knowledge of curriculum and instruction.

Responsibilities and Duties:

Instructional Strategies

- Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in ARD Committee meetings on an ongoing basis.
- Design instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by charter principal.
- Serve as an example for students; support mission of charter.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and charter policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

SPECIAL EDUCATION AIDE:

Primary role and purpose of a Special Education Aid is to provide assistance to the Special Education teacher for the physical and instructional needs of the charter student with disabilities in the special education program. The Special Education Aid will help implement educational programs, including self-help, behavior management and instructional programs for students. The Special Education Aid will work under direct supervision of a certified teacher and indirect supervision of the principal.

Skills:

- Capable of working with children with disabilities.
- Capable of following verbal and written instructions.
- Capable of communicating effectively.
- Able to use general office equipment.

Responsibilities and Duties:**Instructional Support**

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher.
- Assist in keeping class neat and orderly.
- Assist teacher in handling administrative records and reports.
- Help substitute teachers with classroom layout, or other pertinent classroom management.
- Assist with inventory, care and maintenance of equipment.

Student Management

- Help physically disabled students according to their needs, including but not limited to, transferring to and from wheelchairs, lifting or positioning.
- Help students with physical needs and personal care, including but not limited to, feeding, bathroom needs, and personal hygiene.
- Assist in student behavior management. This includes handling crisis situations and restraining disruptive or dangerous students as needed.

- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs.
- Coordinate educational activities assigned by the teacher; help individual students or small groups.
- Assist in overseeing students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty.
- Advise teacher on special needs or problems of individual students.

Other

- Ensure confidentiality.
- Enhance job skills by participating with staff development programs.
- Be active in faculty meetings and special events as assigned.

Revised during contingency process.
See insert after p 102

- i) Explain the process for providing the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school as required in TEC, §12.130.**

The Superintendent will be responsible to provide a written notice to the parents or guardians of each student enrolled at HSE about the qualifications of the teacher employed by the school. The school will be in compliance with TEC, §12.130. [Additionally resumes of each teacher will be made available at the front office for parents and public to review.]

- j) Describe the salary ranges and benefits for teachers and other instructional staff, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid.**

Average school administrative and teacher salary at several school district and charter school, in Houston area, are listed in Table 5.1 above. A salary schedule was created based on the comparison of size and location of the area school districts and charter schools (see Table 5.2).

The same benefits offered school officials will be offered to the teachers. Benefits may be determined annually by the sponsoring entity and may include health insurance (preferably TRS-Active Care), 5 sick or personal days. Additionally the school will meet all state and federal requirements regarding unemployment issues.

- k) Describe professional development opportunities that will be offered to teachers and other instructional staff.**

The Board of Directors believes that professional development opportunities provide teachers the skills to enhance student learning. Thus the Superintendent will make every effort to provide best possible professional development opportunities for teachers. Professional development will be essential in core subject areas and will be emphasized throughout the school year.

The Superintendent along with the principal will bring colleagues, mentors, and outside experts to the school to provide up to date and research based applications. Faculty and staff will also be encouraged to participate in professional development workshop at Region IV and other locations. Technical assistance will be sought from Charter School Resource Center of Texas and Association of Charter School Educators. Teachers and administrators will be encouraged to attend state conferences and TEA sponsored staff development.

The School Officers will be committed to pursue of a new and innovative instructional strategies and pedagogy that support the philosophy of the school.

- l) Explain the method(s) that will be used to evaluate teachers and other instructional staff.**

The Superintendent will develop a teacher appraisal system similar to PDAS used by certified administrators. This Locally Developed Appraisal System (LDAS) will be utilized to evaluate teachers and instructional staff. Teacher will be evaluated annually. LDAS will be based on the teacher's performance in fields and teaching assignments for which he or she is qualified. Domains of LDAS instrument for teacher evaluation will include: **a)** active, successful student participation in the learning

process, **b)** learner-centered instruction, **c)** evaluation and feedback on student progress, **d)** management of student discipline, **e)** instructional strategies, time, and materials, **f)** professional communication, **g)** professional development, **h)** compliance with policies, operating procedures and requirements, **i)** improvement of academic performance of students.

PEIMS Coordinator, Student Attendance Staff, and Other Staff

m) Provide complete job descriptions, including selection criteria, for the Public Education Information Management System (PEIMS) coordinator, student attendance staff, and other staff.

PEIMS COORDINATOR

Primary Responsibility of the PEIMS Coordinator is to coordinate the collection and reporting of district PEIMS data to the TEA.

Qualification Requirements:

Minimum a high school diploma or experience in a school environment

Special Knowledge/Skills:

Ability to maintain accurate and auditable records, use personal computer and software to develop spreadsheets, databases, and word processing. Also, have the ability to meet established deadlines, strong organizational, communication, and interpersonal skills.

Duties:

- Coordinate the collection, integration and formatting of all data required for PEIMS submission according to PEIMS Data Standards.
- Work cooperatively with campus, business office, and business office, and personnel office staff to collect, organize, and format data required for submitting district PEIMS data in a timely manner.
- Run edits, reports, and verification checks on data to ensure accuracy of information.
- Distribute edits and reports to appropriate staff for analysis, verification, and correction.
- Submit complete and accurate PEIMS data to Texas Education Agency (TEA) in prescribed format.
- Verify data submitted to TEA and submit corrections in a timely manner.
- Provide training and support to campuses and to business and personnel office staff responsible for processing PEIMS data.
- Receive PEIMS-related information from ESC and TEA and disseminate to other staff in a timely manner.
- Attend all regional PEIMS workshops and disseminate information to appropriate staff.
- Compile, maintain, and file all physical and computerized reports, records and other documents required.

The PEIMS coordinator may be a full time employee who also functions as the Registrar. The PEIMS coordinator will be required to have ~~at least a high school diploma. She/He should have at least one-year experience in this field.~~ A person who has previously worked as PEIMS coordinator will be preferred. From the outset, the PEIMS coordinator will also work as student attendance clerk,

Revised during contingency process.
See insert. After p 102

however, as the number of enrollment increases, the school officials will hire an additional employee with similar qualifications as student attendance staff.

n) Describe the salary ranges and benefits for the PEIMS coordinator, student assessment staff, and other staff not already addressed, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid. To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.

The PEIMS Coordinator will be treated as administrative personnel regarding to salary requirements and benefits. Please, refer Table 5.2 for salary ranges for teachers and administrative personnel. Due to small size, one of the assistant principal or a lead teacher will be in charge of student assessment.

o) Describe professional development opportunities that will be offered to the PEIMS coordinator, student attendance staff, and other staff not already addressed.

The PEIMS Coordinator, attendance clerk, and other staff will be required to attend workshop, training, and seminars along with professional workshops that are offered at the school. Following the employment of the PEIMS Coordinator and attendance clerk will be trained in the rules and regulations regarding attendance tracking, transcripts, grade reporting, admissions procedures, creation and maintenance of cumulative folders. All support staff will be given confidentiality and security training that will cover relevant state and federal laws.

PEIMS Coordinator will work closely with ESC personnel to submit accurate data. Technical assistant will be requested from the Charter School Resource Center of Texas (CSRCTX) and Association of Charter Educators (ACE) as needed.

p) Explain the method(s) that will be used to evaluate the PEIMS coordinator, student attendance staff, and other staff not already addressed.

PEIMS Coordinator, attendance clerk, and other staff will be evaluated based on:

- job performance,
- professionalism, and
- their effort to contribute to the success of the school.

PEIMS error rate will be a good indicator of job performance for the PEIMS Coordinator. The Superintendent or principal will be responsible evaluating PEIMS coordinator. The other personnel will be evaluated by their supervisors. The following craterias will be used evaluating PEIMS Coordinator's;

- 1) Ability to meet PEIMS timelines
- 2) Ability to meet Student Attendance report timelines.
- 3) Ability to generate grading reports within timelines.
- 4) Proficiency in the use student application software.
- 5) Ability to generate ADA and other reports timely.
- 6) Ability to work with various data input sources.

Revised during contingency process.
See insert. after p 102

- 7) Ability to verify and reconcile data (ex. Daily attendance).
- 8) Ability to work with students, parents, school personnel and community.
- 9) Ability to work under pressure.
- 10) Work cooperatively with campus, business office, and personnel office staff to collect, organize and format data required to submit District PEIMS data in a timely manner.
- 11) Run edits, reports, and verification checks on data to ensure accuracy of information.
- 12) Distribute edicts and reports to appropriate staff for analysis, verification and. corrections.
- 13) Submit complete and accurate PEIMS data in Texas Education Agency prescribed format to ESC for processing using computer terminal or personal computer.
- 14) Attend all regional PEIMS workshops and disseminate information to appropriate staff.

The student attendance staff/Secretary will be trained and evaluated by the Principal, using Locally Developed Appraisal System (LDAS). The student attendance staff is required to know the procedures and aspects of the education code related to attendance accountability. They will be monitored for accuracy and reliability in maintaining student records and attendance records.

Sections to be Reviewed
by
Texas Education Agency Staff

6. Governance

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

President : Oner U. Celepcikay
V. President : Dr. Burhanettin Kuruscu
Treasurer : Levent Bulut
Secretary : Fatih Yigit
Member : Dr. Ismail Koyuncu

b) Submit, as part of Attachment A, a notarized biographical affidavit for each member of the governing body of the sponsoring entity. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application.

See **Attachment A** (Notarized Biographical Affidavits).

c) Submit, as Attachment C, the 501(c)(3) determination letter from the IRS or a statement that this is not necessary because the sponsoring entity is an institution of higher education or a governmental entity.

See **Attachment C** (the 501(c)(3) determination letter from the IRS).

d) Submit, as Attachment D, the original Articles of Incorporation filed with the Texas Secretary of State and any Restated Articles of Incorporation, and Articles of Amendment.

See **Attachment D** (the Articles of Incorporation).

e) Submit, as Attachment E, a complete copy (originals and any amendments) of the bylaws of the sponsoring entity or comparable documents if the sponsoring entity is an institution of higher education or a governmental entity.

See **Attachment E** (the Bylaws).

f) Submit, as Attachment F, the sponsoring entity's Certificate of Incorporation issued by the Texas Secretary of State or a certificate or letter of status from the Texas Secretary of State if the Certificate of Incorporation may not be obtained.

See **Attachment F** (the Certificate of Incorporation).

g) State the approximate date on which the sponsoring entity was incorporated or established.

The Cosmos Foundation Inc. (the sponsoring entity) was established on July 5, 1999 in Houston, TX.

h) Describe the purpose for which the sponsoring entity was established.

The primary purpose of the corporation is to organize and operate exclusively for charitable, educational, scientific and literary purposes. No part of its net earnings shall inure to the benefit of any private shareholder or individual, no substantial part of its activities shall conduct propaganda or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Board of Directors of the Cosmos Foundation is dedicated to quality education and promotes science, mathematics and educational technology in school environments. Within this frame of primary objective, the foundation was established to conduct the followings;

- a. establish open enrollment charter schools (i.e., Harmony Science Academy-Houston, HSA-Austin, HSA-Dallas, and Harmony Elementary) in order to have a positive impact in education and to emphasize importance and increase awareness of technology, mathematics, science education among students and parents.
- b. provide free of charge after school activities such SAT and PSAT preparation courses and,
- c. organize supplemental after school tutorials in core subjects (i.e., Math, Science, English, Social Studies).

Additionally, the ancillary purpose is to perform charitable activities within the meaning of Internal Revenue Code Section 501(C)(3) and Texas Tax Code Section 11.18(C)(1), consistent with the primary purpose listed above.

i) Describe the activities in which the sponsoring entity has been engaged in the past and in which it is currently engaged.

The Board of Directors, faculty and staff members of Harmony Science Academies have been providing exemplary education to its students and surrounding community since August 2000. The Board of Directors are committed to quality education and were consistent with primary objective of the foundation. The Board of Directors a) established three charter schools in Houston, Austin, and Dallas in 2000, 2002, and 2004 respectively, b) provided free of charge SAT and PSAT courses for charter and public school students, and c) organized free of charge after school tutorials.

Over the last five years, HSA-Houston demonstrated its high quality education on students' success. Currently, HSA-Houston was rated **exemplary** with over 90% passing rates in all areas of the TAKS. In the past, HSA-Houston was acknowledged for Gold Performance certificate in "Improvement in Reading" by the Commissioner of Education.

Moreover, HSA-Houston has participated in numerous local, statewide, and international competitions and has received many awards and trophies in the field of science, mathematics and computer technologies.

Awards and Recognitions:

Award and Recognitions were received by our students at numerous local and international competitions.

International Science and Mathematics Olympiads

- A bronze medal in International Math Project Competition–Kazakhstan-2001
- Two honorable mentions in Int. Physics Project Competition–Poland, 2001
- One special award in computer–Int. Conference of Young Scientists–Poland, 2001
- An honorable mention in Int. Environmental Project Olympiad–Turkey-2002

CENTEX - Texas Science Olympiad - 2002

- Gold medal
- Bronze medal

Texas Science and Engineering Fair - 2002

- 2nd Best team project award

Discovery Channel Young Scientist Challenge

- Placement among the best 400 projects in US
- 4 HSA semifinalists in 2002

Houston Science and Engineering Fair – 2001 and 2002

- 1st place in Math/Comp/Eng.-Team
- 1st place in Math/Comp/Eng.-Team
- 2nd place in Math - 9th Grade
- 3rd place in Physical Science – Team
- 3rd place in Computer – Junior Div.
- Hon. Mention in Math – Junior Div.

Many Special Awards from UH Engineering Assoc., Bechtel Corporation, Society of Women Engineers, Houston Society of Telecom. Engineers, Metropolitan Assoc. for Teachers of Science, American Meteorological Society, Greater Houston Dental Society, and more.

j) Disclose whether the sponsoring entity has operated a private daycare, private school, public daycare, or public school.

The sponsoring entity, Cosmos Foundation Inc., has not operated a private daycare, private school, public daycare, or public school. The Cosmos Foundation has been operating three charter schools.

k) Disclose whether the sponsoring entity is a religious or faith-based organization or engages in any activities with a religious purpose.

The sponsoring entity, Cosmos Foundation Inc., is not a religious or faith-based organization. The Sponsoring Entity does not own or control by any religious organization in part or in whole. The Sponsoring Entity is not affiliated with any religious organization or engages in any activity with a religious purpose.

l) Discuss any litigation in which the sponsoring entity has been involved.

There was a false claim against the sponsoring entity filed on October 15, 2002 by Harrison Pearson Associates Inc., (“the Plaintiff”). The plaintiff alleged that it was a licensed real estate broker and that it entered into an Exclusive Commercial Buyer/Tenant Representative Agreement (“the Agreement”)

on August 8, 2001 with the sponsoring entity. The plaintiff claimed that the as a result of that agreement, the broker earned 6% of a sale commission. However, the sponsoring entity never purchased or sold any property since its inception. Trial date was set for June 15, 2004. The sponsoring entity retained a law firm (Bracewell & Patterson L.L.P.) to defend itself. The case was settled before the court date. Neither party made any payment, commission, or a penalty.

m) Disclose whether the sponsoring entity has been sanctioned by any state regulatory agency.

The Sponsoring Entity has not been sanctioned by any state regulatory agency.

n) Describe the initial incorporators of the sponsoring entity, including the individuals' names and their professional backgrounds.

The Board of Directors of the Cosmos Foundation is made up of dedicated educators from distinguished universities such as the University of Texas at Austin, University of Houston, and Rice University. The Board Directors of the Sponsoring Entity have a great deal of experience in science, mathematics, and computer education at a national as well as at an international level. Members of this unique board are volunteers and no member is paid for the services he or she provides. The foundation and the School are supported by various community members and business people in the Houston area. The founding members are very excited about the opportunity that will be given to them to prepare an new high school students for this new millennium.

Oner U. Celepcikay (President): Mr. Celepcikay is pursuing his Ph.D. in the Computer Science Department at University of Houston where he also acquired his M.S. Degree. Mr. Celepcikay has been working at University of Houston Educational Technology Outreach (ETO) Department since August of 2000. His primary responsibilities are to help faculty members to integrate technology into their conventional and/or online courses mainly through web technologies. He also develops tools for distance education, and provide necessary training for the faculty members as well as technical support. He has been assigned to various departments for this job by ETO including Department of Curriculum and Instruction, Department of Human and Health Performance, and Law School. He has worked on various projects and developed number of courses for Gifted and Talented students (i.e., Practicum in Gifted/Talented Education, Curriculum and Management Systems for Gifted and Talented Students, Teaching the At-risk Gifted Students in the Regular Grade (K-12).

Dr. Burhanettin Kuruscu (V. President): Dr. Kuruscu is an assistant professor at University of Texas at Austin. After receiving his B.S. degree in industrial engineering, He attended to Ph. D. program at University of Rochester. He completed his Ph.D. in 2002 and offered a faculty position at Austin. Dr. Kuruscu has taught many undergraduate and graduate level courses at various institutions. Currently he is teaching macroeconomics and related subjects. His academic research focuses on labor market and savings policies.

Levent Bulut (Treasurer): Mr. Bulut is a Ph.D. candidate at the Department Economics of University of Houston where he acquired his M.A. Degree in Economics. He holds another Master degree in Economics from Marmara University in Istanbul. During his undergraduate years, Mr. Bulut actively involved in proctoring the very talented high school students in various public and private schools. During his undergraduate years, he also worked as a after school math instructor at Alpha Education Center Programs in Ankara, Turkey. Upon completion of his masters degree, he worked as a Research Assistant at Fatih University. Mr. Bulut worked as an editorial assistant of the *Journal of*

Economic and Social Research which is an indexed journal in Econ-Lit, Sociological Abstracts, Social Services Abstracts, Political Science and Government Abstracts and Linguistics & Language Behavior Abstracts. Mr. Bulut is currently working on special topics in International Finance and Macroeconomic Policies.

Fatih Yigit (Secretary): Fatih Yigit received his law degree at Marmara University, School of Law Istanbul, Turkey. He attended graduate school and studied International Commercial law at Temple University, Beasley School of Law, in Philadelphia and received his Masters of Law degree. He worked at various U.S. and International Law firms and he is currently working in Houston based law firms, The Karadag PLLC. He is practicing immigration, international and international tax law and helping multinational companies during their course of investment in the United States.

Mr. Yigit is always interested in education. During his undergraduate years, Mr. Yigit worked as a volunteer educational counselor at Maltepe Education Center and tutored many students who were pursuing college education. Mr. Yigit voluntarily served as an accountant for Cosmos Foundation, Inc. and helped to manage Harmony Science Academy-Austin's startup budget in 2001 and 2002.

Dr. Ismail Koyuncu, (Member): Dr. Koyuncu is currently working as a Research Associate at the Civil and Environmental Engineering Department, Rice University. He has received his B.S., M.S. and Ph.D. degrees from Istanbul Technical University, Turkey. He has worked as a Teaching and Research Assistant at Istanbul Technical University from 1996 to 2002. Dr. Koyuncu conducted Post-Doctoral research as visiting scholar at Rice University in 2002 and University of Leuven, Belgium in 2003. He also holds an Associate Professorship position at Istanbul Technical University.

Dr. Koyuncu received numerous national and international awards fellowships. He was awarded with Post Doctoral NATO B1 Fellowship by TUBITAK (Scientific and Research Council of Turkey) in 2002, Post Doctoral Research Associate Fellowship by Rice University in 2002 and 2004, Post Doctoral Research Associate Fellowship by University of Leuven, Belgium in 2003, Associate fellowship by North America Membrane Society (NAMS) in 2003. He is a member of numerous professional societies including International Water Association, IWA, National Geographics, National Committee of Turkey on Water Pollution Control, SKATMK, National Chamber of Environmental Engineers and Network of Young Membranes in Europe.

Dr. Koyuncu published 30 peer reviewed journal articles and more than 50 abstracts and full papers in the National or International Scientific Meetings. He conducted several National and International projects in his fields. His major fields of interest are reuse of industrial wastewater with membrane technology, water and wastewater treatment, environmental impact assessment and marine outfall systems. He taught water supply and sanitation, water treatment, water supply and wastewater disposal to undergraduate students and membrane processes course to graduate students.

o) Discuss any plans for further recruitment of founders or organizers of the school.

The sponsoring entity recruits its members, founders, organizers, and from the volunteers who always participate in activities of the charter school. In general, these volunteers share the similar goals and objectives of the foundation.

p) Describe the methods used to inform parents, students, and employees about procedures for receiving and responding to complaints.

Revised during contingency process.
See insert. After P 102

The governing body of the sponsoring entity will not delegate final authority to hear or decide employee grievances, citizen complaints, or parental concerns. The Board will establish fair and efficient procedures to facilitate the resolution of disputes, and to preserve the integrity of the Cosmos Foundation and the proposed school. The Board of Directors will adopt policies to notify parents of its students about their rights and due process during the admission and registration. Parents and students will be given a students' handbook outlining students' and parents right. The following guidelines will be established:

If a dispute/disagreement arises between individuals or with the policies of the School, a person should follow the hierarchy listed below. Nevertheless the complainant will be given to option to follow the chain of command or speak before the Board.

- **Step 1)** Attempt resolution with the person with whom he or she has conflict first. After a good faith effort if the dispute remains unresolved then;
- **Step 2)** Bring the matter to the attention of the principal. If after a good faith effort to resolve the problem does not yield satisfactory results then;
- **Step 3)** Bring the matter before the Superintendent in writing. If after a good faith effort to resolve the problem does not yield satisfactory results within ten school days then;
- **Step 4)** Ask for a hearing before the Board. If after a good faith effort to resolve the problem does not yield satisfactory results within twenty school days then; the sponsoring entity will request mediation from a third party or TEA.

All complaints may be appealed to the Board of Directors for a hearing. All complaints to be considered must be submitted in writing within ten school days of occurrences and responded to by the charter school within twenty school days.

q) Describe the following elements of the governance structure of the governing body of the sponsoring entity. Although some of the information requested below might be addressed by the sponsoring entity's articles of incorporation, bylaws, or other documents, please provide the information requested below:

1) the officer positions designated

The officers of the Corporation shall be a president, two vice presidents, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may by the same person, except the offices of president and secretary.

2) the manner in which officers are selected and removed from office

Election of Officers: The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

Removal of Officers: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

3) the manner in which members of the governing body are selected and removed from office

Election of Directors: A person who meets the qualification requirements to be a director and who has been duly nominated may be elected as director. Directors shall be elected by the vote of the a majority of the Board of Directors. Each director shall hold office until a successor is qualified and elected. A director may – not be elected to succeed himself or herself as director.

Removal of Directors: The Board of Directors or members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend four consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state the issue of possible removal of the director that will be on the agenda the notice shall state the possible cause for removal. The director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are l the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of fifty (50) percent of the Board of Directors.

4) the manner in which vacancies on the governing body are filled

Vacancies: Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

5) the term for which members of the governing body serve

Terms: The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

6) whether the terms are to be staggered

Currently, terms are not staggered.

Governing Body of the Charter School

r) If a governing body of the charter school exists, list the members.

The Governing body for the charter school does not exist. A separate governing body will not be formed for the proposed charter school.

s) If a governing body of the charter school exists, describe the powers or duties delegated to it by the governing body of the charter holder. *Non-delegable duties are listed in 19 TAC §100.1033(6)(C).*

Not applicable.

t) Submit, as part of Attachment A, a notarized biographical affidavit for each member of the governing body of the charter school. Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. If members of this body are not yet identified, the affidavits must be provided prior to the opening of school.

Not applicable.

u) Describe the following elements of the governance structure of the governing body of the charter school:

1) the officer positions designated

Not applicable.

2) the manner in which officers are selected and removed from office

Not applicable.

3) the manner in which members of the governing body are selected and removed from office

Not applicable.

4) the manner in which vacancies on the governing body are filled

Not applicable.

5) the term for which members of the governing body serve

Not applicable.

6) whether the terms are to be staggered

Not applicable.

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

The Cosmos Foundation does not intend to use a private entity or a third part management company to operate the school.

7. Community Support

a) Describe the community where the school will be located and explain why this location was selected.

The exact location of the proposed Harmony School of Excellence has not been determined. The sponsoring entity mailed the *Letter of Intent* to twelve independent school districts in the region. Despite this mail out, the sponsoring entity anticipates opening the proposed school in the North, Northwest, or Northeast part of Houston, because Harmony Science Academy-Houston is located in southwest Houston. Approximately, 395,000 students are enrolled in K-12 grades in the proposed region. In addition there is always a great demand to have a school with science, math, and computer application emphasis.

b) Provide information on the manner in which community groups have been involved and will continue to be involved in the charter school planning process.

Since its establishment, there has been a continuing demand for all Harmony Science Academy schools. The Houston location alone has over 400 students on its waiting list. Parents and community groups who hear about our school have been advocating for a need for a new school with a similar mission and educational program. Parents are our primary community group that are involved in every aspect of our school activities.

In addition to parents, local business owners/officers, faculty and staff from local universities (i.e., University of Houston and Rice University) and community colleges have also shown interest in establishing a new K-12 school with an outlined mission and educational programs. Members of this community have always been involved in the HSA-Houston operation since its establishment. Members will continue to be involved in the new school's operation and advertisement upon approval. In the past, the sponsoring entity invited many community leaders, governments officials, and law makers to the school to share their experiences with school officials and students. The proposed school will continue to collaborate with these community groups.

Additionally, Region IV ESC has been involved in HSA-Houston's financial operation and services and will continue to provide services in the same manner. HSA-Houston has been using athletic facilities at Jewish Community Center for its Physical Education classes and recreational activities. The Charter School Resource Center of Texas also provided many on-site teacher training sessions for our faculty and staff members. The proposed school will continue work with these organizations in addition to others that be a benefit to our students.

c) Submit, as Attachment G, a copy of the published notice of public hearing, clearly showing the name of the newspaper and date of publication.

See **Attachment G** (Public Hearing Notice).

d) Submit, as Attachment H, a synopsis of the public hearing held to discuss the proposed charter school plan.

See **Attachment H** (Synopsis of the Public Hearing).

8. Geographic Boundary

- a) List the school districts from which the proposed charter school will accept students. If the charter school will accept students from only a portion of a school district or districts, state exactly what the boundary will be.

Harmony School of Excellence will accept students from the following school districts.

District	Address	City	State	Zip
Aldine ISD	14910 Aldine Westfield Rd.	Houston	TX	77032
Alief ISD	P O BOX 68	Alief	TX	77411
Cypress Fairbanks ISD	P O BOX 692003	Houston	TX	77269
Fort Bend ISD	16431 Lexington Blvd.	Sugar Land	TX	77479
Houston ISD	3830 Richmond Ave.	Houston	TX	77027
Katy ISD	P O BOX 159	Katy	TX	77492
Klein ISD	7200 Spring-Cypress Rd.	Klein	TX	77379
Pasadena ISD	1515 Cherry brook	Pasadena	TX	77502
Pearland ISD	P O BOX 7	Pearland	TX	77581
Spring Branch ISD	955 Campbell Rd.	Houston	TX	77024
Spring ISD	16717 Ella Blvd.	Houston	TX	77090
Stafford ISD	1625 Staffordshire Rd.	Stafford	TX	77477

- b) Submit, as Attachment I, the certified mail receipt cards showing the dates that Statement of Impact forms were received and signed for by the staff of the districts located within the proposed charter school's geographic boundary.

Copies of the return receipts showing the dates have been included as **Attachment I**.

9. Admissions Policy

- a) **Specify the period (both the beginning and ending dates) during which applications for admission will be accepted.**

Harmony School of Excellence will require the applicants to complete and submit a complete application form starting from January 10, 2006 until June 25, 2006 for the first year of operation. For the following years, the beginning and ending dates of the application period shall be January 10th and March 15th of each year, respectively.

- b) **Specify the approximate date on which the lottery will be conducted and describe the procedures to be followed in conducting the lottery. *Under federal law, a charter school must hold a lottery if the number of applications for a class exceeds the number of available spaces. If the number of applications does not exceed the number of available spaces, a lottery is not required.***

A lottery will be conducted if the number of applicants exceeds the maximum enrollment. The lottery will take place within ten days after the closing date of the admission. Each student will be assigned a number, and the numbers will be selected at random by the principal or his designee under the supervision of at least two members of the sponsoring entity and a notary public. It is the policy of Cosmos Foundation not to discriminate during the admission and the lottery process on the basis of gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability.

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

~~The lottery will be paused momentarily once number of student names reach proposed enrollment cap. Then the drawing will continue and a waiting list will be developed by pulling the remaining names until all names are pulled.~~

- ~~d) **If returning students (those who attended the school the previous school year and intend to return the next school year) are given priority in admission, specify the period during which these students must notify the school of their intent to return for the next school year.**~~

~~Returning students will be given priority in admission, if they notify the school of their intent to return for the next school year by April 15th of the each school year.~~

- e) **State whether the charter school will exempt from the lottery the siblings of returning students and/or the children of the school's founders (so long as the total number of students allowed constitutes only a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.**

Harmony School of Excellence will exempt from the lottery the siblings of returning students and/or the children of the school's founders (so long as the total number of students allowed constitutes only

APPROVED DURING CONTINGENCY PROCESS**ADMISSIONS POLICY:****Issue Identified:**

The answer to 9(c) regarding the waiting list must be clarified.

Response:

The answer to 9(c) on p. 134 of the original application should be replaced with the following text:

After the enrollment cap is reached from the lottery draw, the remaining names will be drawn and assigned to a waiting list. When a vacancy arises, admission will be offered to the student on the waiting list with the lowest number assignment.

Issue Identified:

Regarding the response to 9(d), the deadline for returning students to notify the school of their intent to return must be no later than March 15 (instead of April 15) so that the school can give these students priority before conducting a lottery in late March.

Response:

The answer to 9(d) on p. 134 of the original application should be replaced with the following text:

The returning students will be given priority in admission, if they notify the school of their intent to return for the next school year by March 15 of the each school year.

Issue Identified:

There are several problems with the "Registration Form for Enrollment.

....

Response:

Please find the new registration form attached.

a small percentage of the total enrollment) as permitted by the federal guidance on the Charter Schools Program.

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

If a student applies to the school outside of the designated application period, the student will be placed on a waiting list in the order of the date in which the application is received.

g) Provide the non-discrimination statement in the school's admission policy.

Harmony School of Excellence will comply with all state and federal regulations regarding admission and the school shall not discriminate in admissions based on gender, athletic ability, national origin, ethnicity, religion, disability, academic ability, or artistic ability or the district the child would otherwise attend.

h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37.

Students who have a documented history of a criminal offense, juvenile court adjudication, listed in TEC, §12.111(6), or other serious discipline problems listed under TEC, Chapter 37, Subchapter A will be excluded from enrollment.

i) Describe the information that an applicant must provide in order to be considered for admission (not for enrollment, which occurs after an applicant has been offered admission and is registering). *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent/guardian or previous school.*

Applicants must submit a completed application form in order to be considered for admission. The application form must be signed and dated by the parent(s). Applicants will not be required to provide transcript or other academic records until after they are offered admission. The application form must include the following items for both the student and the parents:

- 1) Name,
- 2) Birth Date,
- 3) Grade level,
- 4) Name of the student's School,
- 5) Home Address, and
- 6) Phone numbers,
- 7) Parent name and signature.

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

Charter schools that are operated by the sponsoring entity have always been in compliance with the Civil Action 5281. Harmony School of Excellence will also comply with reporting transfer students pursuant to Civil Action 5281 by using the student transfer system provided on the Texas Education Agency website under PEIMS section.

Harmony School of Excellence will serve grades K through 12 grades having maximum enrollment of 850 students. Depending on the location, we anticipate that the the majority of the potential students enrolling in Harmony School of Excellence will come from large school districts (i.e., Houston ISD, Alief ISD, Klein ISD, and Pasadena ISD); thus diversity will be reflected in the school's population.

10. Special Needs Students and Programs

a) State the projected percentage of students who will require special education and related services.

The estimated percentage of students requiring special education and related services at Harmony Science of Excellence will be projected from 8% to 15%.

b) Briefly describe how the charter school staff will seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or who contact the charter school. Include information regarding collaboration with the Regional Education Service Center (ESC), and the local Early Education Childhood Intervention program, and students who are not within the age range typically served by the charter school.

Harmony School of Excellence will have in effect policies and procedures to ensure that all children with disabilities residing in HSE's jurisdiction, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. This assurance is achieved in collaboration with the regional education service centers that provide technical assistance support to the school districts and charter schools that provide direct services to eligible students with disabilities. To further assure that appropriate services for students with disabilities are provided, division staff members are involved in a number of statewide initiatives and coordinate implementation activities with other state agencies.

With the assistance of the Texas Education Agency and the education service centers (ESC), HSE will ensure that a free appropriate public education (FAPE) is provided to all individuals with disabilities, ages 3-21, who qualify for special education services. To carry out these responsibilities, HSE will implement: a comprehensive system of "Child Find" in which the HSE personnel actively search for all individuals with disabilities or developmental delay who are 0-21 years of age.

HSE will continuously inform the community concerning programs available for students who are eligible for special education services by means of public awareness announcements and articles, HSE newsletters sent home as a letter to parents, brochures, parent night presentations, and meetings open to public. HSE will maintain a list of its dissemination network including community agencies and facilities, individuals, and locations that child find information, and evidence of on-going communication. When the local ECI agencies identify and refer students to HSE, the school will assess and provide evaluation reports to ECI providers according to the locally developed timelines. The assigned HSE teacher will attend individual education plan (IEP) meetings and collaboratively develop the IEP.

Referral of students enrolled in HSE for a full and individual initial evaluation for possible special education services will be a part of the school's overall, general education referral and screening system. Prior to referral, students experiencing difficulty in the general classroom will be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, HSE personnel will refer the student for a full and individual initial evaluation. This

referral for a full and individual initial evaluation may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

Once a student is referred, HSE will conduct a full and individual initial evaluation before the initial provision of special education and related services to the child with a disability. HSE will ensure that the following requirements are met during the process of testing.

1. Tests and other evaluation materials used to assess a child are selected and administered so as not to be discriminatory on a racial or cultural basis; and are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so.
2. Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
3. A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—
 - a. Whether child is a child with disability such as having mental retardation, a hearing impairment including deafness, a speech or a language impairment, a visual impairment including blindness, emotional disturbance, an orthopedic impairment, autism, traumatic brain injury, an other health impairment, a specific learning disability, deaf-blindness, or multiple disabilities.
 - b. The content of child's IEP.
4. Any standardized tests that are given to a child have been validated for the specific purpose for which they are used; and are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
5. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
6. Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
7. No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
8. The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.

9. In evaluating each child with a disability, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
10. The public agency uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
11. The public agency uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

Once the test is conducted, an IEP Team will be formed for each individual that has been tested for possible inclusion to Special Education. HSE will ensure that the IEP Team for each child with a disability will include-

1. The parents of the child;
2. At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
3. At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
4. A representative of the public agency who-
 - i. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - ii. Is knowledgeable about the general curriculum; and
 - iii. Is knowledgeable about the availability of resources of the public agency;
5. An individual who can interpret the instructional implications of evaluation results;
6. At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel appropriate; and
7. If appropriate, the child.

As part of initial evaluation (if appropriate) and as part of reevaluation, the IEP Team will review existing evaluation data on the child, including

1. Evaluations and information provided by the parents of the child;
2. Current classroom-based assessment and observations; and
3. Observations by teachers and related service providers.

On the bases of that review, and input from the child's parents, IEP Team will identify what additional data are needed to determine-

- i. whether the child has a particular category of disability, or, in case of a reevaluation of a child, whether the child continues to have such a disability;

- ii. The present levels of performance and educational needs of the child;
- iii. Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
- iv. Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum.

Upon completing the administration of tests and other evaluation materials, the IEP Team will determine if the child is a child with a disability. A child may not be determined to be eligible if the determinant factor for that eligibility determination is because of either lack of instruction in reading or math; or Limited English Proficiency.

In interpreting evaluation data for the purpose of determining if a child is a child with disability, HSE will draw upon information from variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior: and ensure that information obtained from all of these sources is documented and carefully considered. If a determination is made that a child has a disability and needs special education and related services, an IEP will be developed for the child. In developing each child's IEP, the IEP team will consider-

- i. The strengths of the child and the concerns of the parents for enhancing the education of their child;
- ii. The results of the initial or most recent evaluation of the child;
- iii. As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
- iv. In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior;
- v. In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
- vi. In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child; and
- vii. Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode.

Upon developing an IEP, HSE will ensure that a reevaluation of each child is conducted if conditions warrant reevaluations, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

An IEP team in HSE will determine that a child has a specific learning disability if the child does not achieve commensurate with his or her age and ability levels in one or more of the areas, and if the team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:

- Oral expression.

- Listening comprehension.
- Written expression.
- Basic reading skill.
- Reading comprehension.
- Mathematics calculation.
- Mathematics reasoning.

The team may not identify a child as having a specific learning disability if severe discrepancy between ability and achievement is primarily the result of –

- A visual, hearing, or motor impairment;
- Mental retardation;
- Emotional disturbance; or
- Environmental, cultural or economic disadvantage.

HSE will ensure that to the maximum extent appropriate, children with disabilities are educated with children who are non-disabled; and that special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Upon determining that a student is eligible for Special Education, the educational placement of the child with a disability, including a preschool child with disability, the HSE will ensure that the placement decision is made by an ARD committee,- Admission, Review and Dismissal Committee-, including the parents, and other persons knowledgeable about the child; the meaning of the evaluation data; and the placement options; and is made in conformity with Least Restricted Environment provisions mentioned in the previous paragraph.

c) Briefly describe how the charter holder staff will access the variety of qualified and/or licensed personnel to conduct special education assessments (including related services) and participate as members of the multidisciplinary assessment team for students who may have disabilities such as autism, an auditory impairment or deafness, deaf-blindness, an emotional disturbance, health impairment, a learning disability, mental retardation, an orthopedic impairment, a speech or language impairment, a traumatic brain injury, or a visual impairment.

The Harmony School of Excellence school's Special Education Professional Support personnel will render services to the special education program in support of the instructional program, related services program, and student evaluation services. The Harmony School of Excellence school staff will be able to access the multidisciplinary evaluation team members including licensed specialist in school psychology (LSSP), speech pathologist, educational diagnostician, counselor, physical therapist, occupational therapist, audiologist, and social worker whenever needed. An educational diagnostician or LSSP will be responsible for coordinating the full and individual process except in the case of speech only referrals. For speech only referrals, the speech pathologist will head the multidisciplinary team.

The primary functions of the LSSP will include meeting the mental health needs of students with disabilities; conducting full and individual evaluations of students referred for special education services; participating in the development of individual educational plans; consulting with teachers,

parents, and community agencies concerning prevention or intervention strategies related to learning and behavioral problems of students and parents; and counseling and skills development of staff with training in managing children with special needs and students with learning and behavioral difficulties. The educational diagnostician will be responsible for the evaluation of intelligence and of educational functioning of intelligence and for collection and analysis of data pertaining to sociological variables for the students. Educational diagnostician may provide consultation to teachers, parents, and other support personnel, and community agencies including, but not limited to, consultation concerning individual educational plan implementation and strategies for learning.

Harmony School of Excellence ensures that all special education staff will be certified, endorsed, or licensed in the area of assignment.

d) Briefly describe how the charter school staff will have the capacity to provide a wide range of special education and related services by appropriately certified and/or licensed personnel to students who are eligible for special education services and have disabilities such as autism, an auditory impairment or deafness, deaf-blindness, an emotional disturbance, a health impairment, a learning disability, mental retardation, an orthopedic impairment, a speech or language impairment, a traumatic brain injury, or a visual impairment.

Harmony School of Excellence will provide special education services to eligible students as the disability condition is described and documented in the full and individual evaluation (FIE) report and ARD documents. As described above, Harmony School of Excellence special education staff will have available the services of a special education supervisor, an educational diagnostician, licensed specialist in school psychology (LSSP), speech pathologist, counselor, physical therapist, occupational therapist, audiologist, and social worker whenever needed.

Teachers assigned full time to teaching students who are orthopedically impaired or other health impaired with the teaching station in home or a hospital will be required to have in their personnel file an official transcript indicating that s/he has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.

Provisions for receiving related services will be determined by the admission, review, and dismissal committee as reflected in the student's individual educational plan. The ratio of related service personnel will be determined by the type or intensity of services designated in the individual educational plan.

Related services personnel of Harmony School of Excellence may include audiologists, counseling services personnel, medical diagnostic services personnel, occupational therapists, physical therapists, psychological services personnel, recreation therapists, school health services personnel, and speech pathologists.

Harmony School of Excellence's related service personnel may perform evaluations in areas for which they have appropriate training to determine need and eligibility for the related service, provide input to the ARD committee in its deliberations and contribute to the development of the individual educational plan.

e) Briefly describe how the charter school staff will ensure that a full continuum of placement options (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions) will be available to meet the needs of students with disabilities who are eligible for special education services.

Special education services will be provided in a variety of instructional settings. Instructional settings will be based on the percentage of time or number of periods that the student receives direct, regularly scheduled special education services as required by the Individual Educational Plan (IEP), and not on the student's disability.

Each student with disabilities will have available six-hour instructional day and seven-hour school day as provided for all other students. The ARD committee will determine the appropriate instructional setting and length of the instructional day as appropriate for each student with disabilities. As determined by ARD committee, students may be served in a combination of appropriate instructional arrangements during any given semester

Instructional arrangements will include the following options:

- 1) No Instructional Setting: When a special education setting is not appropriate, but special services are required, such as speech therapy or special transportation.
- 2) Mainstream: For students whose instruction and related services are provided in the regular education classroom with special education support.
- 3) Resource Room: For eligible students who need special education instruction and related services in a setting other than regular education for less than 50% of the student's day. This includes Content Mastery services that serve students with and without disabilities.
- 4) Self-Contained Classroom: For students who need special education instruction and related services for 50% or more of the student's school day on the regular school campus.
- 5) Vocational Adjustment Class: For students who are placed on a job with regularly scheduled supervision by special education teachers. This applies to full- or part-time job training/employment, as documented in a student's IEP.
- 6) Homebound: For eligible students who are served at home or hospital bedside. Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician. Other possible instructional arrangements included in the IEP continuum of placements will be included.
- 7) Hospital Class: For students in a classroom in a hospital facility or an approved residential care and treatment facility not operated by the school district.
- 8) State School for Persons with Mental Retardation-For students who currently reside at a state school.
- 9) Residential Care and Treatment Facility: For students who reside in approved care and treatment facilities within school boundaries, but whose parents do not reside within the boundaries of the school. This includes students living in licensed foster homes

f) Briefly describe how the charter school staff will continue to provide a free and appropriate public education (FAPE) for expelled students who are eligible for special education services.

Harmony School of Excellence will develop and implement written procedures and policies which set forth the necessary steps to be followed when taking disciplinary actions with respect to students with disabilities:

- for short term removals totaling more than 10 school days in a school year which do not constitute a change of placement; and
- for short term removals totaling more than 10 school days in a school year which do constitute a change in placement; and
- for long-term removals of more than 10 consecutive school days

For removals not constituting a change of placement, an ARD committee meeting will be convened either before or not later than 10 business days after first removing the student for more than 10 school days in a school year.

For removals constituting a change of placement, not later than the date on which the decision to take action made, the parents must be notified of that decision and provided the procedural safeguards notice and immediately, a review by the ARD committee and other qualified personnel will be conducted of the relationship between the student's disability and the behavior subject to disciplinary action.

After a child with a disability has been removed from his or her current placement for more than 10 school days in the same school year, during any subsequent days of removal Harmony School of Excellence will provide services to the extent required under §300.121 (d).

The ARD committee will determine the educational services to be provided during the expulsion period, and these services will be designed to assist in returning the student to school and to prevent significant regression. The interim educational setting will be determined by IEP team. This setting will be selected so as to enable the child to continue to progress in the general curriculum, although in another setting.

g) Briefly describe the process that will be used to determine the initial placement of transfer students eligible for special education services.

Harmony School of Excellence will determine the initial placement of new students eligible for special education services as follow: Harmony School of Excellence school personnel will determine eligibility for special education services by obtaining the verification from the parents that the student was receiving special education services in the previous school district; or, verification, in writing or by telephone, from the previous school district that the student was receiving special education services.

For a student who is new to Harmony School of Excellence, the ARD committee does not need to meet, if the following conditions are met:

- Previous district is in Texas
- A copy of the student's current IEP is available
- The parents indicate in writing that they are satisfied with the current IEP
- Harmony School of Excellence determines that the current IEP is appropriate and can be implemented as written

If the conditions above are not met, then an ARD Meeting will be held. In this case the ARD committee will authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district or the collection of new evaluation data by Harmony School of Excellence. In this situation, a second ARD committee meeting will be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.

h) Briefly describe how the school will provide individually determined extended school year services for students whose Admission, Review, and Dismissal (ARD) committee determines a need.

Extended school year (ESY) is defined as individualized instructional programs beyond the regular school year for students enrolled in Harmony School of Excellence's special education program. The need for ESY will be determined on individual student basis by the ARD/IEP committee. The need for ESY will be documented from formal or informal evaluations by Harmony School of Excellence or parents. The documentation should demonstrate that in one or more critical areas addressed in the current IEP objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable time period. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills because of the absence of ESY.

Harmony School of Excellence special education coordinator will perform administrative and managerial duties as needed to implement extended school year program. The coordinator will assume responsibility for coordinating all facets of the program. Special education teachers will assume responsibility of teaching the students.

The reasonable period of time for recoupment of acquired critical skills is to be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment will not exceed eight weeks.

A skill is critical when a loss of that skill results, or is reasonably expected to result, in any of the following unplanned occurrences during the first eight weeks of the next regular school year:

- Placement in a more restrictive instructional arrangement;
- Significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
- Loss of access to community-based independent living skills instruction or an independent living environment provided by non-educational sources a result of regression in skills; or
- Loss of access to on-the-job training or productive employment as result of regression in skills.

i) Briefly describe how the school will meet the needs of students with dyslexia. (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

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

The school will administer early reading instruments to all students in kindergarten and grades 1 and 2 to diagnose their reading development and comprehension. If, on the basis of the reading instrument

results, students are determined to be at risk for dyslexia or other reading difficulties, Harmony School of Excellence will notify the students' parents/guardians.

Harmony School of Excellence will also implement an accelerated (intensive) reading program that appropriately addresses students' reading difficulties and enables them to "catch up" with their typically performing peers.

During kindergarten and grades 1 and 2 some students may demonstrate the characteristics of dyslexia or may struggle with reading, writing, and spelling during the intensive reading instruction. Harmony School of Excellence will initiate procedures to recommend these students for assessment for dyslexia. The information from the early reading instruments will be one source of information in deciding whether or not to recommend a student for assessment for dyslexia. The early reading instruments may or may not be part of the measures used to assess a student for dyslexia and must not be the only measures used to assess a student for dyslexia.

Harmony School of Excellence will provide a parent education program for parents/guardians of students with dyslexia and related disorders. This program will include: awareness of characteristics of dyslexia and related disorders; information on testing and diagnosis of dyslexia; information on effective strategies for teaching dyslexic students; and awareness of information on modification, especially modifications allowed on standardized testing.

Harmony School of Excellence will establish written procedures for recommending and assessing students for dyslexia within general education. In addition to following federal and state guidelines, Harmony School of Excellence will also develop procedures that address the needs of its students. The procedures will begin for students when they continue to struggle with one or more components of reading. At any time that a student continues to struggle with one or more components of reading, school will collect additional information about the student. School personnel will use this information to evaluate the student's academic progress and determine what actions are needed to ensure the student's improved academic performance.

Information that will be gathered includes the results from some or all of the following:

- Vision screening;
- Hearing screening;
- Teacher reports of classroom concerns;
- Basal reading series assessment;
- Accommodations and modifications provided by classroom teachers;
- Academic progress reports (report cards);
- Samples of school work;
- Parent conferences;
- Testing for limited English proficiency;
- Speech and language screening through a referral process;
- The K-2 reading instrument as described in TEC §28.006; and/or
- State student assessment program as described in TEC §39.022.

j) Describe how the proposed charter school will meet the needs of children who qualify for Section 504. (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

Harmony School of Excellence will provide a free appropriate education to school-age children within the charter's jurisdiction who qualify under Section 504. Instruction will be individually designed to meet the student's needs as adequately as the needs of non-handicapped students. Before the child

can be placed and receive special services, the parents will be notified and the child will be evaluated using validated tests and trained personnel. Placement decisions will be made by a group of persons knowledgeable about the child, the evaluation dates, and placement options, and the child will be placed in the least restrictive environment appropriate. Periodic reevaluations will be conducted, including prior to any significant change in placement.

Harmony School of Excellence will ensure that the student has access to all programs offered at school and is not subject to discrimination. The charter will establish policies and procedures for evaluating and placing students which assure that tests and other evaluation materials:

- have been validated and are administered by trained personnel;
- are tailored to assess educational need and are not based solely on IQ scores;
- reflect aptitude or achievement or other elements the tests purport to measure and do not reflect the student's impaired sensory, manual, or speaking skills (unless the test is designed to measure these particular deficits).

11. Business Plan

Financial History of Sponsoring Entity

a) Discuss the sources of funding used by the sponsoring entity to start up its operations.

The sponsoring entity is financially and fiscally sound. Even though during its initial years when there was a limited financial history and capital, there have been no major financial problems since its establishment. Current schools depended on its Board members' personal credit backing for its start-up costs. The board members were grantors for many lease agreements (i.e. for copy machine, phone system etc) and co-signers for the purchase of school furniture and computers. Past and present board members have always been and continue to be committed to providing their personal credit whenever necessary to carry the mission and vision of the charter schools. The board members will continue to do so for the the proposed school. The foundation has always been fortunate to have dedicated board members to carry the mission and the vision the school. Members of this unique board are volunteers and no member is paid for the services he or she provides; hence, the board members are very excited about the opportunity that will be given to prepare students for their future.

Upon approval of this proposal, the board members will organize an aggressive fundraising campaign. The fundraising plan will include the following strategies:

- Soliciting funds from the corporations and local businesses,
- Soliciting funds from private foundations,
- Conducting business roundtable meetings with lenders and potential donors,
- Solicit donations from potential parents.

Some of the past and present board members have already pledged \$50,000 towards to the start-up operation.

Additionally, Bank of America has already opened unsecured a line of credit based on the financial history of the existing schools. An additional line of credit applications were submitted to other banks and they will be willing to provide line of credit as soon as we receive the charter approval. To raise the start-up funding several grant applications will be made and the preparation for writing grants are already in progress.

b) Discuss the current assets of the sponsoring entity.

Harmony Science Academies have been in operation for five years. In the last three years, the sponsoring entity opened two new schools (HSA-Austin and HSA-Dallas). The deficit between the assets and liabilities is mainly due to start up costs of those schools. Nevertheless, the deficit at the end of year 2004-2005 is budgeted to be eliminated.

Assets

Cash	68,569
Grants receivable	156,010

Other receivable	122
Lease property improvements	136,177
Equipment and furniture	76,605
Accumulated depreciation	(58,393)
Other assets	<u>18,385</u>
Total Assets	<u>397,477</u>

c) Discuss the current liabilities of the sponsoring entity.

Liabilities of the sponsoring entity are shown below. The following calculations are a combination of all schools that are being operated by the foundation. The Houston location of the sponsoring entity has no deficits. As is mentioned the following deficiency comes from the operation of the new school locations due to first year start-up cost.

Liabilities and Net Assets

Accounts payable	197,610
Payroll taxes payable	2,231
Other liabilities	162,607
Notes payable	<u>245,236</u>
Total Liabilities	<u>607,684</u>
Net Assets:	
Unrestricted	(210,207)
Restricted	
Total Net Assets	<u>(210,207)</u>
Total Liabilities and Net Assets	397,477

d) Disclose any liens, litigation history, and/or any sanctions from any local, state and/or federal regulatory agency against the sponsoring entity.

There has been no sanctions from any local any local, state and/or federal regulatory agency against the sponsoring entity since its establishment.

e) State the names of any open-enrollment charters already held by the sponsoring entity. If other charters are held, disclose whether they have been timely and accurate in reporting PEIMS data and required financial audits.

Currently, the three open enrollment charters are held by Cosmos Foundation. The HSA-Dallas is a campus of the HSA-Houston.

- 1) Harmony Science Academy-Houston (County District Number: 101-846)

- Harmony Science Academy-Dallas (County District Number: 101-846-041)
2) Harmony Science Academy-Austin (County District Number: 227-816)
3) Harmony Elementary (to date County District Number has not yet been assigned)

PEIMS reports and required financial audits reports have been reported in a timely manner for all campuses except twice for the HSA-Houston location during its initial year. This was discussed with both the auditor and the Region IV ESC Financial Service. The problem was corrected by changing the auditor. Additionally both charter schools have been providing accurate PEIMS data in a timely manner since the changes were made. Error rates for the PEIMS data reporting is always below 1%.

f) Submit, as Attachment J, a copy of the most recent audit report.

Please see **Attachment J** (the Audit Report).

g) Submit, as Attachment K, a credit report of the sponsoring entity.

Please refer to **Attachment K** (the Credit Report).

h) Submit, as Attachment L, a copy of the most recently filed Internal Revenue Service Form 990.

Please refer to **Attachment L** (the Copy of IRS Form 990).

Current Operations of Sponsoring Entity

i) If non-charter programs are operated by the sponsoring entity, describe how, or if, non-charter programs will relate to the charter school.

The sponsoring entity has no non-charter programs.

j) If there are plans to begin operating any non-charter programs within the next two years, describe how, or if, future non-charter programs will relate to the charter school.

The sponsoring entity has no plans to have non-charter programs.

k) If there are plans to begin operating any non-charter programs within the next two years, discuss the physical location of the programs. Describe how the charter school will maintain separate administrative, business, financial, payroll, personnel and other records.

The sponsoring entity has no plans to have non-charter programs.

Start Up of Charter School Operations

- l) Provide a statement describing the projected amounts of start-up funding. The statement must identify the amount of each source of funds and the specific source of funding (i.e., private donor, charitable foundation, local government, state/federal agency).**

The Board of Directors of the foundation is committed to balancing the school's operating budget and operation on a solid financial foundation. These efforts are based on a mixture of fund-raising, Federal, State and local revenues. The basic sources of the school's revenue for start-up are the donations, pledges, federal start-up grant, and line of credits from local banks. Donations and loans come from past and present board members. The following table 11.1 outlines the sources and the amounts of start-up funding.

Table 11.1 Basic sources of the start-up funding.

Source	Type	Amount
Bank of America	Line of Credit	\$25,000
The Foundation (Cosmos Foundation Inc.)	Donation/Loan	\$50,000
Federal Grant through TEA	Grant (Start-up)	\$100,000
TOTAL		\$175,000

- m) Submit, as Attachment M, documentation (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc.) verifying all sources of funding. Letters from each local community group or individual(s) with whom the sponsoring entity has developed business arrangements or partnership(s) relevant to the charter school may be placed after the sources of funds.**

Please refer to **Attachment M** (Letters from Donors and Loan Agreements).

- n) Describe the process by which the annual budget of the charter school will be adopted.**

No later than July 20th of each year, the Superintendent (or designee) shall prepare a proposed budget for the school district. The budget shall be itemized in detail according to classification and purpose of expenditure, and will be prepared according to generally accepted accounting principles, rules adopted by the State Board of Education. Then the budget must be submitted to the Board of Directors of the sponsoring entity for approval. The board minutes will be used to record the adoption of the budget and any amendments to the budget.

- o) Submit, as Attachment N, a start-up budget using the start-up budget template included in Appendix III and also located at <http://www.tea.state.tx.us./charter/rfas/startupbudget.xls>.**

Please see **Attachment N** (Start-up Budget).

The major funding source is the Federal Grant of \$100,000 to be received through TEA. In addition \$10,000 of loan is to be received from Cosmos Foundation. The major expense items in the Start-Up budget are derived as follows:

Payroll: An administrator and a secretary are to be employed for 4 months.

<u>Position</u>	<u>Annual Salary</u>	<u>Salary for 4 months</u>
Administrator	\$45,000	\$15,000
Secretary	\$24,000	\$ 8,000

Rent: The actual building lease payment is to start in September 2006, however, office space is needed for advertisement, enrollment, and registration in or near the proposed school site. Thus \$20,000 office rent is included for 4 months in the budget. Approximately, \$25,000 is budgeted for school furniture (i.e., desk, chairs, computers, tables etc.).

p) Submit, as Attachment O, a budget for the first year of charter school operations using the budget template included in Appendix IV and at <http://www.tea.state.tx.us/charter/rfas/year1budget.xls>. The budget for the first year of charter school operations must include the period after the date that the proposed charter school will commence operations. The budget must identify all sources of funding and anticipated expenses.

Please see **Attachment O**(Budget for year-1).

q) Discuss the ways that the school will address anticipated growth in the areas of personnel, facility, and equipment expenditures.

Harmony School of Excellence will start its first year operation with 350 students. The maximum enrollment will be 850. Growth in the area of personnel, facility, and equipment expenditures is anticipated with an increase in enrollment. The School will address this issue through ADA, technology payments, and supplemental Federal and State sources (i.e. Comp. Ed. and Entitlements). Additionally, HSE apply for competitive state and federal grants and will seek funds from local businesses and private foundations.

Management Company and Other Contracted Services

r) Describe the manner in which an annual audit of the financial and programmatic operations of the program is to be conducted.

The school board shall have the school fiscal accounts audited annually at the school's expense by a certified or public accountant. The audit must be completed within 150 days following the close of each fiscal year. The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the school through the Public Education Information Management System (PEIMS).

s) Identify any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school.

The sponsoring entity is currently using the Financial and Administrative Services (FAS) Department of the Region IV Education Service Center (ESC) for its entire financial operation. We are extremely pleased with the financial services provided by Region IV. We will continue to work with the same FAS department for the proposed school. We are going to sign an agreement with Region IV ESC upon approval of our charter amendment.

t) Discuss the qualifications of the organization(s) and/or individual(s). Include a list of any current or former clients that were charter schools.

The Board of Directors is confident that Region IV ESC has been providing quality and timely financial service. Region IV ESC has been providing financial and other services to the numerous in state and out of state public, private, and charter schools. To our knowledge, some of these charter schools that are receiving financial services are Girls and Boys Prep Academy, Ser-Niños Academy, and Beatrice Mays Institute Charter. The following is a list of the the sample financial services that we receive from Region IV Financial and Administrative Services department;

Account Payable Services

- Check writing
- Posting account records
- Preparation year end report including 1099

Payroll

- Check writing
- Preparation payroll tax deposits
- Electronic TRS deposits
- Preparation of required state and federal payroll tax reports
- Preparation W-2 forms

General Accounting

- Maintenance of all financial records
- Bank reconciliation
- Preparation monthly financial statements

Budgeting and Forecasting

- Preparation annual budget
- Projection of future state revenue
- Assistance in the preparation cash flow projection

PEIMS

- Preparation of the PEIMS submission file for budget and data submission
- Maintenance of the financial records accordance of PEIMS codes

Federal Funds and Grants

- Maintenance of accurate records on all Federal funds and grants
- Monitor level of spending
- Electronic file request for funds

u) Submit, as Attachment P, a copy of the negotiated service agreement(s) with any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school.

Please refer to **Attachment P** (Negotiated Service Agreements).

v) Identify all individuals serving on the governing body of the sponsoring entity or the governing body of the charter school who will provide any service to the proposed charter school. Note their names, their qualifications and the service(s) to be provided.

None of the members of the sponsoring entity or governing body of the charter school will provide any service to the proposed charter school.

w) Indicate whether the charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. If so, the provisions of TEC, Chapter 44, Subchapter B, will control in lieu of Subchapter B, Chapter 271, Texas Local Government Code.

The sponsoring entity will adopt the provisions of the TEC, Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property.

Financial Accounting System

x) Identify and discuss the capabilities of the financial accounting software (i.e., the complete name of the software application and the software version) that the proposed charter school will use.

Region IV ESC Financial Accounting Department has been using Peachtree Accounting software. The software complies with the requirements prescribed in Special Supplement to Financial Accounting and Reporting for Non-profit Charter School Chart of Accounts and other TEA accounting resources reporting guides.

The Peachtree Accounting software is designed for public and charter school systems in Texas and has features to:

- Track assets, liabilities, net assets, revenue and expense data
- Record and maintain the budget, including amendments, approved by the governing body of the school
- Record and maintain information regarding outstanding liabilities
- Record and maintain human resources data
- Record and maintain payroll records
- Record and maintain requisition records

All required financial reports may be generated through this comprehensive system. The Region IV ESC Accounting system is fully integrated and will allow the business office to comply with all financial accounting reporting requirements including PEIMS.

Student Attendance Accounting

y) Identify the student attendance accounting software (i.e., the complete name of the software application and the software version) that the proposed charter school will use, and discuss the software's ability to produce the required reports and track student-related data required in PEIMS.

The sponsoring entity purchased RSCCC (Regional Service Center Computer Cooperative) software from Region XX ESC for its existing schools and has annual maintenance support agreement with the same ESC. The sponsoring entity will also purchase same software for the proposed school to keep track student attendance accounting systems. RSCCC has been developed by Student Advisory Committee (SAC) of TCC (Texas Computer Cooperative), which consists of business consultants from member education service centers and Region XX ESC Information Systems developers, to address software requirements based on school district needs.

Currently, over 700 school districts throughout the state are on-going clients of the cooperative's RSCCC software. The RSCCC Student system incorporates state-of-the-art functionality. The RSCCC Student system includes Attendance, Discipline, Grade Reporting, Registration, Scheduling, Special Education Management System (SEMS), and Student Health Assessment, Records, and Evaluation (SHARE) applications and capable of producing the required reports and track student-related data required in PEIMS. The major components of RSCCC Student Systems are as follows:

Attendance

- Excessive absence tracking
- Multi-course period attendance
- Multi-track attendance calendars
- Perfect attendance tracking
- Period-by-period attendance posting
- Period patterns
- Single class period posting
- User-defined absence reason codes

Discipline

- Deletion of discipline records for a specific school year
- Digital photos saved in the database for evidence
- Mass assignment of incident numbers
- Referral system management
- Staff response management
- Student behavior management

Grade Reporting

- Blank/incomplete/failing grade tracking
- Complete credit awarding
- Exporting/importing of district course records

- Grade averaging history
- Individual/group course changes
- Interface to various grade book systems
- Manual master schedule build
- Scanning and manually inputting of grades
- User-defined grade averaging/weighting

Registration

- Assignment of next year campus number
- Exporting/importing of district/campus data
- Mass reset of specific student information
- Move to Grade Reporting
- Prior social security number update for PEIMS
- Retrieval of students from directory
- Student enrollment in special programs
- Student/scheduling transfers

Scheduling

- An efficient scheduler that processes quickly and produces the best possible student schedules
- Comprehensive scheduling reports
- Scanning or manual entry of student course requests
- SOLSTAR Resource Allocator (a Master Schedule Builder) or MSALGO that provides information through charts for building sections
- Use of section restrictions to limit or group specific populations

Special Education Management System

- Communication of Individualized Education Programs to parents
- Compliance verification
- Current year/next year data capability
- Recording of special education transportation
- Student profiling

Student Health Assessment, Records, and Evaluation

- Coordination of immunization schedules
- Coordination of screening processes
- Emergency management
- Facilitating of physical exam procedures
- Immunization verification
- Provisional enrollment management
- Referral process coordination
- Screening problem management
- Streamlining of parent information

Facility Management

- z) Provide the physical address of the facility to be used by the proposed charter school and describe the facility.**

Harmony School of Excellence has not leased or purchased any building at the current time. Once HSE receives its charter and signs the contract, it will forward the address of the facility to the State Board of Education.

- aa) Describe how the facility is currently used or how it was used in the past.**

This is not applicable since no facility has been identified yet.

- bb) Explain why the site will be a suitable facility for the proposed charter school.**

The Board of Directors of Cosmos Foundation will finalize the leasing process of the school building immediately upon the approval of charter. The school's location will be in compliance with all state and federal regulations.

- cc) Discuss plans to ensure that school facilities are accessible to disabled persons.**

The Board of Directors will make sure that the facilities to be leased or purchased will meet the requirements of ADA and any other requirements imposed by state and local agencies pertaining to disabled persons.

- dd) Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts of any renovations and repairs.**

This is not applicable since no facility has yet been identified. If there is a need to do renovation or repair for the building, the Cosmos Foundation will comply with all applicable building and/or occupancy codes.

- ee) Discuss any progress, partnership developments or future steps towards the acquisition of a facility and/or land.**

The foundation has no immediate plan for partnership developments or future steps towards the acquisition of a facility or a land.

- ff) Submit, as Attachment Q, a copy of the negotiated lease agreement(s), deed(s) to property, or purchase agreement(s), as applicable. *If none of these documents are available on the date that the application is submitted, include a letter of agreement or***

understanding outlining the terms negotiated to date or a statement that no lease, deed to property, or purchase agreement has been negotiated.

No building has yet been identified. Cosmos Foundation will finalize the leasing process of the proposed school building immediately upon the approval of charter. It will then forward the lease agreement of the facility to the State Board of Education.

Please see Attachment Q.

gg) Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified above.

This not applicable.

hh) Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school.

Currently, all campuses (Houston, Austin, and Dallas) that are operated by the sponsoring entity are stand along buildings. For the safety of students, Harmony School of Excellence should also be a stand along educational facility.

Transportation and Food Service

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

Harmony School of Excellence will not provide transportation for its students. Families will provide their own transportation through carpooling, parents' vehicles, or public transportation. Special education students may be served by private school bus or by a third party contractor, if they are qualified for the bus transportation services. The ARD committee will make the determination. HSE will ensure that the third party provider will be a qualified driver who understands the students' needs pursuant to the IEP of the student.

jj) Describe provisions for food service, if any, for students served by the charter school, including plans for free or reduced lunch and breakfast programs. If 10% of the students qualify for free or reduced breakfast, the school is required by Texas Education Code §33.901 to provide a breakfast program for those students.

HSE will have an agreement with a catering company to provide breakfast and lunch for its students. Currently, existing campuses use a third party vendor for their free or reduced lunch and breakfast programs. The catering company will be required to comply with all federal, state, and local health requirements. If 10% of the students qualify for free or reduced breakfast, the school will provide a breakfast program for eligible students.

12. ATTACHMENTS

All attachments are clearly referenced, numbered, and ordered exactly as indicated in the table of contents.

ATTACHMENT A

Biographical Affidavits

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
 Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity
 It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school

School officer _____
 State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Oner Ulvi Celepcikay

2. Have you ever had your name changed or used another name? : NO
 If yes, give reason for the change : N/A
 Maiden Name (if female) : N/A
 Other names used at any time : NONE

3. State your current home address : 2111 Holly Hall St. Apt #4506 Houston TX 77054

4. State your current home telephone number : 713-796-2780

5. Education: Dates, Names, Locations and Degrees
 College : 1997, Istanbul University, Istanbul/Turkey, B.S. in Electrical Engineering
 Graduate Studies : 2003, University of Houston, Houston/TX, M.S. in Computer Science
 : 2003-Present, University of Houston, Houston/TX, Ph.D. Candidate in Computer Sci.
 Others : _____

6. List membership(s) in professional societies and associations: NONE

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
Sept. 2000-Present	Univ.of Houston	4600 Calhoun, Houston TX	Technology Assistant
Mar. 2000-Sep. 2000	Harrison Law Office	6633 Hillcoft Houston TX	Web Developer & Programmer
Sept. 1998-Dec. 1999	DIS Trade Bank	Istanbul, Turkey	System Analyst

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

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

NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
Jan. 2002	Harmony Science Academy	5435 S. Braeswood Houston, TX	Board Member
Jan. 2002-Present	Cosmos Foundation Inc.	5435 S. Braeswood Houston, TX	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

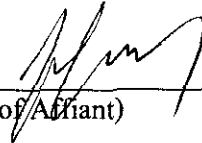
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? **NO** If so, give details: **N/A**

Dated and signed this 8th day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.



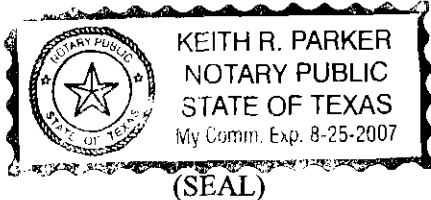
(Signature of Affiant)

VERIFICATION

State of TEXAS
County of HARRIS

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

Subscribed and sworn to before me this 8th day of FEBRUARY, 2005.





(Notary Public)

My commission expires 8/25/07

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
 Texas Education Agency
 (MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
 It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
 State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Burhanettin Kuruscu
2. Have you ever had your name changed or used another name? : NO
 If yes, give reason for the change : N/A
 Maiden Name (if female) : N/A
 Other names used at any time : NONE
3. State your current home address : 4424 Gaines Ranch Loop, Apt:334, Austin, TX 78735
4. State your current home telephone number : (512) 899-9335
5. Education: Dates, Names, Locations and Degrees
 College : 1996, Bilkent University, Ankara, Turkey, B.S. in Industrial Engineering
 Graduate Studies : 2002, University of Rochester, Rochester, NY, Ph.D. in Economics
 Others: _____

6. List membership(s) in professional societies and associations: NONE

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

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
Sep 2002-Present	University of Texas, Dept. Economics,	U. of Texas, Austin, TX 78712,	Asst. Professor

8. Present employer may be contacted: Yes No
9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
Aug 2003-present,	Cosmos Foundation Inc.,	5435 South Braeswood, Houston, TX 77096,	Board Member
Nov 2002-present,	HSA-Austin,	930 East Ruudberg Laue., Austin, TX 78753,	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 8th day of February, 2005.
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.

Burhanett
(Signature of Affiant)

VERIFICATION

State of Texas

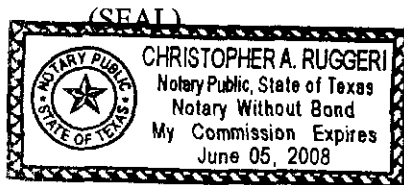
County of Texas

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

Subscribed and sworn to before me this 8 day of February, 2005.

Christopher Ruggieri
(Notary Public)

My commission expires June 5, 2008



REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Fatih Yigit
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 2111 Holly Hall #4808, Houston TX 77054
4. State your current home telephone number : 713-888-0606
5. Education: Dates, Names, Locations and Degrees
College : October 2000, Marmara University, Istanbul, Bachelors of Law (LLB)
Graduate Studies : May 2003, Temple University, Philadelphia, Masters of Law (LLM)
Others : _____
6. List membership(s) in professional societies and associations: NONE
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
11/2003-07/2004	The Machetta Law Firm	14624 Falling Creek ste.125 Houston TX	Case Manager
07/2004-Present	The Karadag Law Firm	5555 San Felipe ste.1675 Houston TX	Case Manager
8. Present employer may be contacted: Yes No
9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
200-2002	Cosmos Foundation, Inc	930 E. Rundberg Ln. Austin, TX 78753	Volunteer Accountant

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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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 be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

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20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 14 day of February, 2005.
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.

Fatih Yigit
(Signature of Affiant)

VERIFICATION

State of Texas

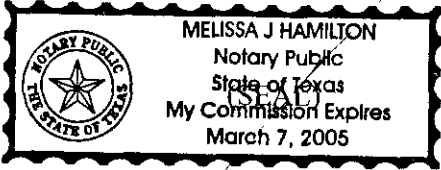
County of Harris

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

Subscribed and sworn to before me this 14 day of February, 2005.

Melissa J Hamilton
(Notary Public)

My commission expires March 7, 2005



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
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State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Fatih Yigit
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Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 2111 Holly Hall #4808, Houston TX 77056
4. State your current home telephone number : 713-888-0606
5. Education: Dates, Names, Locations and Degrees
College : October 2000, Marmara University, Istanbul, Bachelors of Law (LLB)
Graduate Studies : May 2003, Temple University, Philadelphia, Masters of Law (LLM)
Others : _____
6. List membership(s) in professional societies and associations: NONE
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
11/2003-07/2004	The Machetta Law Firm	14624 Falling Creek ste.125 Houston TX	Case Manager
07/2004-Present	The Karadag Law Firm	5555 San Felipe ste.1675 Houston TX	Case Manager
8. Present employer may be contacted: Yes No
9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
2000-2002	Cosmos Foundation, Inc	930 E. Rundberg Ln. Austin, TX 78753	Volunteer Accountant

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 12 day of December, 2005.
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)

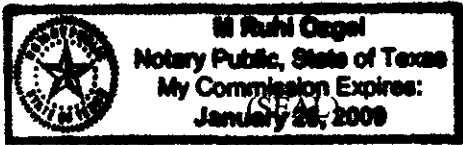
VERIFICATION

State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005.



[Signature]
(Notary Public)

My commission expires 01/26/2009

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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.

- Full Name (Initials Not Acceptable) : Levent Bulut
- Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
- State your current home address : 6220 Alder Dr. Apt: 3702 Houston, TX 77081
- State your current home telephone number : 713-665-7668
- Education: Dates, Names, Locations and Degrees
College : Bilkent University, 1996-2000, Ankara/TURKEY, B.A. in Economics
Graduate Studies : Marmara University, 2000-2002, Istanbul/TURKEY, M.A. in Economics
Others : _____
- List membership(s) in professional societies and associations: American Economic Association, Turkish-American Scientists and Scholars Association (TASSA), Association of Bilkent Graduates (BILMED)
- List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>2002-2005,</u>	<u>University of Houston,</u>	<u>4800 Calhoun Rd, Houston/TX 77204,</u>	<u>RA in Economics</u>
<u>2001-2002,</u>	<u>Fatih University, Buyukcekmece ,</u>	<u>Istanbul/Turkey,</u>	<u>Editorial Assistant of the Journal of Economic and Social Research (JESR)</u>
<u>2000-2002,</u>	<u>Fatih University, Dept. of Economics</u>	<u>Buyukcekmece, Istanbul/Turkey,</u>	<u>Research Assistant,</u>

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
9/2005-Present	Cosmos Foundation, Inc.	5435 S. Braeswood Houston, TX 77096	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

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

insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 8th day of February, 2005.
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)

VERIFICATION

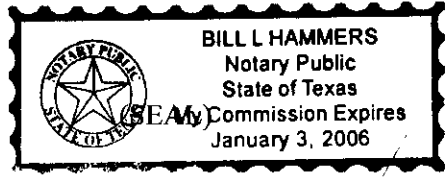
[Signature]

State of TX

County of Harris

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

Subscribed and sworn to before me this 8th day of February, 2005.



[Signature]
(Notary Public)

My commission expires 1/3/06

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Levent Bulut
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 6220 Alder Dr. Apt: 3702 Houston, TX 77081
4. State your current home telephone number : 713-665-7668
5. Education: Dates, Names, Locations and Degrees
College : Bilkent University, 1996-2000, Ankara/TURKEY, B.A. in Economics
Graduate Studies : Marmara University, 2000-2002, Istanbul/TURKEY, M.A. in Economics
Others : _____
6. List membership(s) in professional societies and associations: American Economic Association, Turkish-American Scientists and Scholars Association (TASSA), Association of Bilkent Graduates (BILMED)
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>2002-2005</u>	<u>University of Houston</u>	<u>4800 Calhoun Rd, Houston/TX 77204</u>	<u>RA in Economics</u>
<u>2001-2002</u>	<u>Fatih University, Buyukcekmece</u>	<u>Istanbul/Turkey</u>	<u>Editorial Assistant of the Journal of Economic and Social Research (JESR)</u>
<u>2000-2002</u>	<u>Fatih University, Dept. of Economics</u>	<u>Buyukcekmece, Istanbul/Turkey</u>	<u>Research Assistant</u>

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2004-Present,	Cosmos Foundation, Inc.,	5435 S. Braeswood Houston, TX 77096,	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

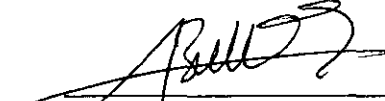
20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

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

insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? **NO** If so, give details: **N/A**

Dated and signed this 12 day of December, 2005.

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



(Signature of Affiant)

VERIFICATION

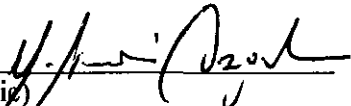
State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005.





(Notary Public)

My commission expires 01/26/2009

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
 Texas Education Agency
 (MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
 It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Ismail Koyuncu
2. Have you ever had your name changed or used another name? : NO
 If yes, give reason for the change : N/A
 Maiden Name (if female) : N/A
 Other names used at any time : NONE
3. State your current home address : 7530 Brompton Rd #854 Houston, TX 77025
4. State your current home telephone number : 713-660-8231
5. Education: Dates, Names, Locations and Degrees
 College : 1995, Environmental Engineering Department, Istanbul Technical University, B.S.
 Graduate Studies : 1997, Environmental Engineering Department, Istanbul Technical University, M.S.
 : 2001, Environmental Engineering Department, Istanbul Technical University, Ph.D.
 Others : _____
6. List membership(s) in professional societies and associations: International Water Association, IWA, National Geographics, National Committee on Water Pollution Control, SKATMK, National Chamber of Environmental Engineers and Network of Young Membraines.
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>1996-01</u>	<u>Istanbul Technical Univ., Environmental Eng. Dept.</u>	<u>34469 Istanbul, Turkey,</u>	<u>Research Assist.</u>
<u>2002-03</u>	<u>Rice University, Civil and Environ. Eng. Dept.,</u>	<u>6100 Main St. Houston TX, 77005,</u>	<u>Post-Doc.</u>
<u>2003-04</u>	<u>Istanbul Technical Univ., Environmental Eng. Dept.</u>	<u>34469 Istanbul, Turkey,</u>	<u>Assoc. Prof.</u>

2004-Present Rice University, Civil and Env. Eng. Dept., 6100 Main St. Houston TX, 77005, Post-Doc.

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
9/2004-Present	Cosmos Foundation, Inc	5435 S. Braeswood Houston, TX 77096	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? **NO** If so, please state the compensation you expect to receive. **N/A**
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. **NONE**

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? **NO** If so, give details: **N/A**

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? **NO** If so, give details: **N/A**

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? **NO** If so, give details: **N/A**

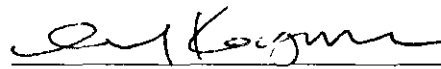
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? **NO** If so, give details: **N/A**

20. Have you ever been adjudged bankrupt? **NO** If so, give details: **N/A**

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? **NO** If so, give details: **N/A**

Dated and signed this 8th day of February, 2005.

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



(Signature of Affiant)

VERIFICATION

State of Texas

County of Harris

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

Subscribed and sworn to before me this 8 day of Feb., 2005.



(Notary Public)

My commission expires 11-26-2006



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer: Superintendent /CEO (interim)
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Soner Tarim
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 9914 Deanwood St. Houston, TX 77040
4. State your current home telephone number : 713-896-3057
5. Education: Dates, Names, Locations and Degrees
College : 1988 Ataturk University, Erzurum/Turkey B.S.
Graduate Studies : 1990 Ataturk University, Erzurum/Turkey M.S.
2002 Texas A&M University, College Station/TX, USA. Ph.D.
Others : _____
6. List membership(s) in professional societies and associations: NONE
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-Present	Cosmos Foundation *	5435 S. Braeswood Houston, TX 77096	Superintendent/CEO
11/1999-07/2000	Virginia Int. University *	9900 Main St. Ste#500 Fairfax, VA 22031	Consultant
01/1994-05/2000	Texas A&M University *	210 Nagle Hall, College Station, TX 77843	TA and RA

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-present	* HSA-Houston	* 5435 S. Braeswood, Houston, TX 77096	* Superintendent/CEO
08/2004-present	* HSA-Dallas	* 11995 Forestgate Dr Dallas, TX 75243	* Superintendent/CEO

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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): **Certified Training provider for School Board members and school officers * issued by TEA * issued on January 14, 2004 and valid for three years.**

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 be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? **YES** If so, please state the compensation you expect to receive. **N/A**
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. **NONE**

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? **NO** If so, give details: **N/A**

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? **NO** If so, give details: **N/A**

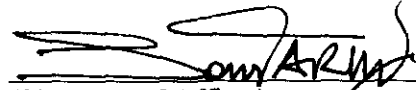
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? **NO** If so, give details: **N/A**

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? **NO** If so, give details: **N/A**

20. Have you ever been adjudged bankrupt? **NO** If so, give details: **N/A**

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? **NO** If so, give details: N/A

Dated and signed this 22nd day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)


VERIFICATION

State of Texas

County of Harris

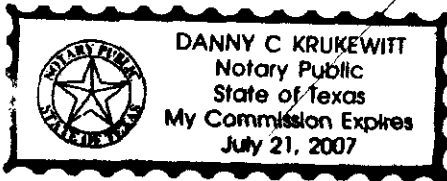
On this day, Soner Tarim (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 22 day of February, 2005.


(Notary Public)

(SEAL)

My commission expires 7-21-07



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer: Superintendent /CEO (interim)
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Soner Tarim
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 9914 Deanwood St. Houston, TX 77040
4. State your current home telephone number : 713-896-3057
5. Education: Dates, Names, Locations and Degrees
College : 1988 Ataturk University, Erzurum/Turkey B.S.
Graduate Studies : 1990 Ataturk University, Erzurum/Turkey M.S.
2002 Texas A&M University, College Station/TX, USA. Ph.D.
Others : _____
6. List membership(s) in professional societies and associations: NONE
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-Present	Cosmos Foundation *	5435 S. Braeswood Houston, TX 77096	Superintendent/CEO
11/1999-07/2000	Virginia Int. University *	9900 Main St. Ste#500 Fairfax, VA 22031	* Consultant
01/1994-05/2000	Texas A&M University *	210 Nagle Hall, College Station, TX 77843	* TA and RA

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-present	* HSA-Houston	* 5435 S. Braeswood, Houston, TX 77096	* Superintendent/CEO
08/2004-present	* HSA-Dallas	* 11995 Forestgate Dr Dallas, TX 75243	* Superintendent/CEO

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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): Certified Training provider for School Board members and school officers * issued by TEA * issued on January 14, 2004 and valid for three years.

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 be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? YES If so, please state the compensation you expect to receive. \$79,000.00
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

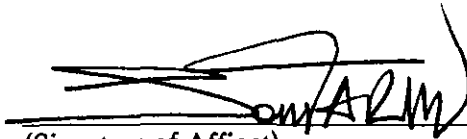
19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 12th day of December, 2005.

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


(Signature of Affiant)

VERIFICATION

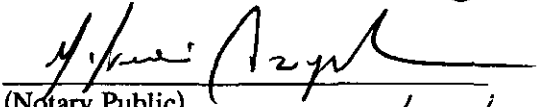
State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005



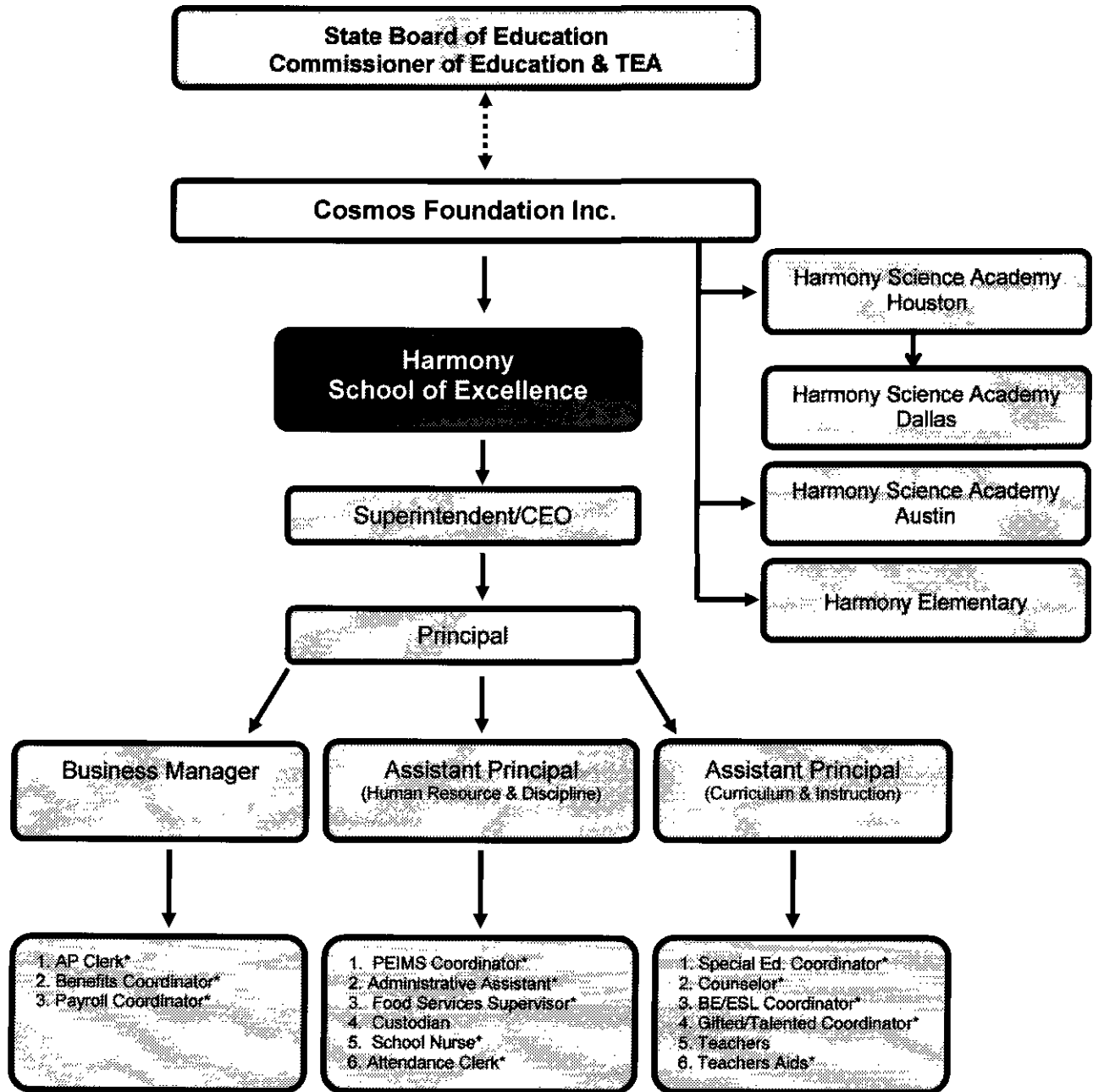

(Notary Public)

My commission expires 01/26/2009

ATTACHMENT B

The Organizational Chart

ORGANIZATIONAL CHART



***Please Note:** That the chart above is designed to show administrative functions rather than individual positions. In other words, multiple tasks can be performed by the same person if need arises (i.e. a payroll coordinator can be account payable clerk and benefit coordinator). Additional positions may be created as needed

ATTACHMENT C

501(c) (3) Determination Letter from the IRS

**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224**

Date: **MAY 18 2000**

Cosmos Foundation, Inc.
712 Bering
Houston, TX 77057

Employer Identification Number:
76-0615245
Issuing Specialist:
Terrell Berkovsky ID# 50-00524
Toll Free Customer Service Number:
877-829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1) & 170(b)(1)(A)(ii)
Form 990 Required:
Yes

Dear Applicant:

Based on the 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). This ruling applies to your two schools located in Houston and Austin, Texas.

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

You are not subject to the publishing requirements of Rev. Proc. 75-50, 1975-2 C.B. 587, so long as you operate as a charter school. If your method of operation changes to the extent that your charter is terminated, canceled or not renewed, you should notify your Key District Office. If you continue to operate a school thereafter, you will be required to comply with the publishing requirements of Rev. Proc. 75-50.

Please notify the Ohio Employee Plans/Exempt Organizations (EP/EO) Customer Service office if there is any change in your name, address, sources of support, purposes, or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to the Ohio EP/EO Customer Service office. The mailing address for that office is: Internal Revenue Service, EP/EO Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

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.

If you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958 of the Code. In this letter we are not determining whether any of your present or proposed arrangements would be considered an excess benefit transaction resulting in tax under section 4958. Additionally, you are not automatically exempt from other federal excise taxes.

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.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as indicated above, donors (other than private foundations) may not rely on the classification indicated above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private

Cosmos Foundation, Inc.

foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification indicated above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

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 fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more. For further details regarding these substantiation and disclosure requirements, see the enclosed copy of Publication 1771. For additional guidance in this area, see Publication 1391, *Deductibility of Payments Made to Organizations Conducting Fund-Raising Events*, which is available at many IRS offices or by calling 1-800-TAX-FORM (1-800-829-3676).

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. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. 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. 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 please be sure your return is complete before you file it. Form 990 should be filed with the Ogden Service Center, Ogden, UT 84201-0027.

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

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

Cosmos Foundation, Inc.

Please use the employer identification number indicated in the heading of this letter on all returns you file and in all correspondence with the Internal Revenue Service. Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records. If you have any questions about this letter, or about filing requirements, excise, employment, or other federal taxes, please contact the Ohio EP/EO Customer Service office at 877-829-5500 (a toll free number) or correspond with that office using the address indicated above.

Sincerely,



Gerald V. Sack
Chief, Exempt Organizations
Technical Branch 4

Enclosure:
Pub. 1771

ATTACHMENT D

Articles of incorporation

COPY

FILED
In the Office of the
Secretary of State of Texas

JUL 05 1999

Corporations Section

ARTICLES OF INCORPORATION

OF

COSMOS FOUNDATION, INC.
A NON-PROFIT CORPORATION

The undersigned natural person acting as incorporator of a corporation (the "Corporation") under the provisions of the Texas Non-Profit Corporation Act (as amended from time to time), adopts the following Articles of Incorporation:

ARTICLE 1

The name of the corporation is Cosmos Foundation, Inc.

The duration of this corporation is perpetual.

ARTICLE 2

Purposes and Powers

Section 2.01. Purposes. The Purposes for which the Corporation is organized are as follows:

Primary Purpose: The corporation is organized and shall be operated exclusively for charitable, educational, scientific and literary purposes. No part of its net earnings shall inure to the benefit of any private shareholder or individual, no substantial part of its activities shall be carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Ancillary Purpose: To perform charitable activities within the meaning of Internal Revenue Code Section 501(C)(3) and Texas Tax Code Section 11.18 (C)(1), consistent with the primary purpose listed above.

Section 2.02. Powers. The Corporation, subject to any specific written limitations or restrictions imposed by Texas Business Corporation Act (as amended from time to time) or these Articles of Incorporation, shall have and exercise the following powers:

- a. Statutory Powers. To have and exercise all of the powers specified in the Texas Non-Profit Corporation Act.
- b. Implied Powers. To have and exercise all implied powers necessary and proper to carry out its express powers.

- c. **Construction of Powers.** Each of the foregoing clauses of this Section shall be construed as independent powers and the matters expressed in each clause shall not, unless otherwise expressly provided, be limited by reference to, or inference from, the terms of any other clause. The enumeration of specific powers shall not be construed to be limiting or restricting in any manner either the meaning of general terms used in any of these clauses, or the scope of the general powers of the Corporation created by them; nor shall the expression of one thing in any of these clauses be deemed to exclude another not expressed, although it be of like nature.

Section 2.03. Carrying Out of Purposes and Exercise of Powers in any Jurisdiction. The Corporation may carry out its purposes and exercise its powers in any state, territory, district, or possession of the United States, or in any foreign country, to the extent that these purposes and powers are not forbidden by the law of the state, territory, district or possession of the United States, or by the foreign country; and it may limit the purpose of purposes that it proposes to carry out or the powers it proposes to exercise in any application to do business in any state, territory, district, or possession of the United States, or foreign country.

Section 2.04. Director of Purposes and Exercise of Powers by Directors. The Board of Directors, subject to any specific written limitations or restrictions imposed by the Act or by these Articles of Incorporation, shall direct the carrying out of the purposes and exercise the powers of the Corporation without previous authorization or subsequent approval by the shareholders of the Corporation.

ARTICLE 3

Section 3.01. Members. The Corporation shall have no members.

ARTICLE 4

Provisions for Regulation of the Internal Affairs of the Corporation

Section 4.01. Bylaws. The initial Bylaws shall be adopted by the Board of Directors. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with the Act or these Articles of Incorporation. Any action which can be taken at any annual or special meeting of Directors may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by the number of Directors that would be necessary to take such action at a meeting at which all Directors who were eligible to vote were present and voted.

Section 4.02. Directors and management. The direction and management of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in the Board of Directors composed of such number (not less than five) as may be fixed by the Bylaws. Until changed by the Bylaws the original number of Directors shall be five (5).

Section 4.03. Indemnification and Related Matters. To the fullest extent permitted by Texas Non-Profit Corporation Act Article 1396-2.22A (as amended, except that any repeal or modification will be prospective only, and shall not effect any limitation of indemnity existing at such time), the Board of Directors shall authorize the Corporation to indemnify any present or future Director, officer, employee, or agent of the Corporation against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with a proceeding in which the person was, is, or is threatened to be made a named defendant or respondent because the person is or was a Director, officer, employee, or agent of the corporation.

Section 4.04. Prohibited activities. The Corporation and its Directors shall not engage, participate or intervene in any activity or transaction which would result in the loss of the corporation of its status as an organization exempt under section 501 (a) of the Internal Revenue Code of 1986 (the "Code") or corresponding provisions hereinafter in effect, as an organization described in section 501 (c)(3) of the Code, or corresponding provisions hereinafter in effect, and the use, directly or indirectly, of any part of the Corporation's assets in any such activity or transaction is hereby prohibited.

Section 4.05. Property of the Corporation. The property of the Corporation is irrevocably pledged to charitable purposes. In the event of the dissolution of the Corporation, by the lapse of time or otherwise, when it has, or is entitled to, any interest in funds or property of any kind, real, personal or mixed, such funds or property rights thereto shall not be transferred to private ownership, but the board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall transfer and set over such property to an organization which is exempt from federal taxation under section 501 (c)(3) of the Code or corresponding provisions hereafter in effect, and which is engaged in activities substantially similar to those of the Corporation carried out in furtherance to the purposes specified herein, or, if none is in existence, then such funds or property or rights thereto shall be transferred and set over in such manner and to such organization(s) which shall at such time of dissolution qualify as an organization(s) exempt from federal taxation under section 501(a) of the Code, or corresponding provisions hereafter in effect, as the Board of Directors in its sole discretion shall determine.

ARTICLE 5

Address of Initial Registered Office And Name of Initial Registered Agent

Section 5.01. Registered Office. The address of the initial registered office of the Corporation is: 712-G Bering, Houston, Texas 77057.

Section 5.02. Registered Agent. The name of the initial registered agent of the Corporation, an individual resident in Houston, Texas, whose business office is at such address, is Soner Tarim.

ARTICLE 6
Data Respecting Directors

Section 6.01. Initial Board of Directors. The initial Board of Directors shall consist of five (5) members, who need not be residents of the State of Texas or shareholders of the Corporation.

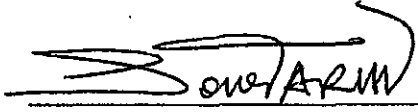
Section 6.02. Names and Addresses. The names and addresses of the persons who are to serve as Directors until the first annual meeting of shareholders and until their successors shall be elected and qualified, follow:

<u>Name</u>	<u>Address</u>
Soner Tarim	7611 Vicki John Houston, Texas 77071
M. Ruhi Ozgel	712-G Bering Houston, Texas 77057
Ayhan Ekinci	712-G Bering Houston, Texas 77057
Yetkin Yildirim	3351 Lake Austin Blvd., #B Austin, Texas 78703
Hokki Muratli	10602 Stone Canyon Rd., #365 Dallas, Texas 75230

Section 6.03. Increase or Decrease of Directors. The number of Directors may be increased or decreased from time to time by amendment of the Code of Bylaws; but no decrease shall have the effect of reducing such number below five (5) or for shortening the term of any incumbent director. In the absence of a provision in the Bylaws fixing the number of Directors, the number shall be five (5).

ARTICLE 7
Data Respecting Incorporator

The name and address of the incorporator of the Corporation, a natural person, is Soner Tarim, 7611 Vicki John, Houston, Texas 77071.



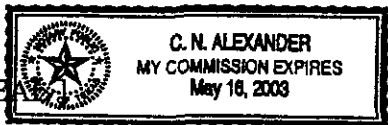
Soner Tarim


VERIFICATION

STATE OF TEXAS *
 *
COUNTY OF BRAZOS *

BEFORE ME, a Notary Public, on this day personally appeared Soner Tarim, known to me to be the person whose name is subscribed to the foregoing document and, being by me duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 1 day of July, 1999.





Notary Public in and for the
STATE OF TEXAS

My commission expires:
5-16-03

ATTACHMENT E

Corporate Bylaws

BYLAWS FOR COSMOS FOUNDATION, INC.

ARTICLE 1

OFFICES

Principal Office

1.01. The principal office of the Corporation in the State of Texas shall be located at 712 G, Bering, Houston, Texas 77057. The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.

Registered Office and Registered Agent

1.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

ARTICLE 2

BOARD OF DIRECTORS

Management of the Corporation

2.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications, and Tenure of Directors

2.02. The number of Directors shall be five (5), or as subsequently amended by majority vote of the directors. Directors need not be residents of Texas.

Nomination of Directors

2.03. At any meeting at which the election of a director occurs, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs.

Election of Directors

2.04. A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of the a majority of the Board of Directors. Each director shall hold office until a successor is elected and qualified. A director may - [if desired, add: not] be elected to succeed himself or herself as director.

Vacancies

.05. Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

Annual Meeting

2.06. The annual meeting of the Board of Directors may be held without notice other than these Bylaws. Such meeting shall be held on the 10th day of September each year.

Regular Meetings

2.07. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held either within or without the State of Texas and shall be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.

Special Meetings

2.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors [may fix any place within or without] Texas as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.

Notice

2.09. Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

Quorum

2.10. Three directors or A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Duties of Directors

2.11. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interests of the members. In acting in their official capacity as directors of this corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors

2.12. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the bylaws. A director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

Proxies

2.13. A director may vote by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution.

Compensation

2.14. Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director shall be commensurate with the services performed and reasonable in amount.

Removal of Directors

2.15. The Board of Directors or members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend four consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda the notice shall state the possible cause for removal. The director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of fifty (50) percent of the Board of Directors.

ARTICLE 3

OFFICERS

Officer Positions

3.01. The officers of the Corporation shall be a president, two] vice presidents, a secretary, a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of president and secretary.

Election and Term of Office

3.02. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

Removal

3.03. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

Vacancies

3.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

3.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

Vice President

3.06. When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or board of directors.

Treasurer

3.07. The treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or president.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the Corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the president or by the Board of Directors.
- (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.
- (i) Perform all of the duties incident to the office of treasurer.

Secretary

3.08. The Secretary shall:

- (a) Give all notices as provided in the bylaws or as required by law.
- (b) Take minutes of the meetings of the members and of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Keep a register of the mailing address of each [If corporation has members, add: member], director, officer, and employee of the Corporation.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

ARTICLE 4

COMMITTEES

Establishment of Committees

4.01. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the articles of incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation.
- (d) Authorize the voluntary dissolution of the Corporation.
- (e) Revoke proceedings for the voluntary dissolution of the Corporation.
- (f) Adopt a plan for the distribution of the assets of the Corporation.
- (g) Amend, alter, or repeal the bylaws.
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Corporation.
- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 5.04, below.
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.

Authorization of Specific Committees

4.02. There shall be the following committees: Membership, Nominating, and Program Committees. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

Term of Office

4.03. Each member of a committee shall continue to serve on the committee until the next annual meeting of the Directors of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is

removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

Chair and Vice-Chair

4.04. One member of each committee shall be designated as the chair of the committee and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the president of the Corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

Notice of Meetings

4.05. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than , seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.

4.06. One half of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the chair may adjourn and reconvene the meeting one time without further notice.

Actions of Committees

4.07. Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

Proxies

4.08. A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after 4 months from the date of its execution.

Compensation

4.09. Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

Rules

4.10. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

ARTICLE 5

TRANSACTIONS OF THE CORPORATION

Contracts

5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

5.02. All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

5.03. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

Potential Conflicts of Interest

5.04. The Corporation shall not make any loan to a director or officer of the Corporation. A member, director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.

Prohibited Acts

5.05. As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer, or committee member of the Corporation shall:

- (a) Do any act in violation of the bylaws or a binding obligation of the Corporation.

- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
- (d) Receive an improper personal benefit from the operation of the Corporation.
- (e) Use the assets of this Corporation, directly or indirectly, for any purpose other than carrying on the business of this Corporation.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
- (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 6

BOOKS AND RECORDS

Required Books and Records

6.01. The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
- (c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors.
- (d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.
- (e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
- (f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
- (g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.

(h) The Corporation's federal, state, and local information or income tax returns for each of the Corporation's three most recent tax years.

Inspection and Copying

6.02. Any director, officer, or committee member of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Corporation and if the person submits a request in writing. Any person entitled to inspect and copy the Corporation's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Corporation's books and records may do so at a reasonable time no later than five working days after the Corporation's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Corporation's books and records by members. The fees may cover the cost of materials and labor, but may not exceed - cents per page. The Corporation shall provide requested copies of books or records no later than five working days after the Corporation's receipt of a proper written request.

ARTICLE 7

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 8

INDEMNIFICATION

When Indemnification is Required, Permitted, and Prohibited

8.01. (a) The Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(c) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other

participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 8.01(a), above.

(e) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in an proceeding brought by the Corporation; or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Corporation may indemnify a person under the bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Procedures Relating to Indemnification Payments

8.02. (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 8.02(c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
- (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
- (iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 10.02(a)(i) or 10.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by paragraph 8.02(a)(iii), above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not preclude indemnification and the Corporation receives a written affirmation and undertaking from the person to be indemnified. The

determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 8.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

ARTICLE 9

NOTICES

Notice by Mail or Telegram

9.01. Any notice required or permitted by the bylaws to be given to a director, officer, or member of a committee of the Corporation may be given by mail or telegram. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address by giving written notice to the secretary of the Corporation.

Signed Waiver of Notice

9.02. Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

Waiver of Notice by Attendance

9.03. The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 10

SPECIAL PROCEDURES CONCERNING MEETINGS

Meeting by Telephone or Internet

10.01. The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference call procedures or email/internet conference in which all persons participating in the meeting can hear each other or proper security measures and transactional criteria acceptable to the Board of Directors have been instituted and are followed. The notice of a such a meeting by telephone conference or email/internet conference must state the fact that the meeting will be held by telephone or email/internet conference as well as

all other matters required to be included in the notice. Participation of a person in a such a meeting constitutes presence of that person at the meeting.

Decision Without Meeting

10.02. Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all of the persons entitled to vote on the matter. The original signed consents shall be placed in the Corporation minute book and kept with the Corporation's records.

Voting by Proxy

10.03. A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the secretary or other designated officer shall remain in force and effect until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the terms of the proxy.
- (c) The proxy authority expires under the terms of the Bylaws.

ARTICLE 11

AMENDMENTS TO BYLAWS

The bylaws may be altered, amended, or repealed, and new bylaws may be adopted a majority vote by the Board of Directors. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

12.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

12.02. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

12.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

12.04. Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Seal

12.05. The Board of Directors may provide for a corporate seal. Such a seal would consist of two concentric circles containing the words "Cosmos Foundation, Inc., Texas," in one circle and the word "Incorporated" together with the date of incorporation of the Corporation in the other circle.

Power of Attorney

12.06. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary of the Corporation to be kept with the Corporation records.


Parties Bound

12.07. The bylaws shall be binding upon and inure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Cosmos Foundation, Inc and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on August 25, 1999.

DATED: 08/25/, 1999.

 [signature]
Ayhan Ekinçi
Secretary of the Corporation

BYLAWS

COSMOS FOUNDATION, INC.

ARTICLE 1

OFFICES

Principal Office

- 1.01. The principal office of the Corporation in the State of Texas shall; be located at 5435 S. Braeswood Blvd. Houston, TX 77096. The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.

Registered Office and Registered Agent

- 1.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

ARTICLE 2

BOARD OF DIRECTORS

Management of the Corporation

- 2.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number Qualifications and Tenure of Directors

- 2.02. The number of Directors shall be five (5), or as subsequently amended by majority vote of the directors. Directors need not be residents of Texas.

Nomination of Directors

- 2.03. At any meeting at which the election a director occurs, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and, make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs.

Election of Directors

- 2.04. A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as director. Directors shall be elected by the vote of the majority of the Board of Directors. Each director shall hold office until a successor is elected and qualified. A director may- [if desired, add: not] be elected to succeed himself or herself as director.

Vacancies

- 2.05. Any vacancy occurring in the board of directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the affirmative vote of a majority of the remaining board of directors. When a vacancy on the Board exists, nominations for new members may be received from present board members one week in advance of a board meeting.

Annual Meeting

- 2.06. The annual meeting of the Board of Directors shall be held on the second Saturday of September of each year. The date of the annual meeting may be changed with a written notice by the President who shall also set the time and place of that delayed meeting. The president or the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Regular meeting

- 2.07. Regular meetings of the board shall be held at the principal office on the second Saturday of every other month starting September of each year. Number of meeting may be increased or decreased by a resolution of the board. The president or the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Special Meetings

- 2.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. Then, the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Notices

- 2.09. All meeting (Annual, Regular, and Special Meetings) notices must be in writing. The written notices must be posted and must be readily accessible by the general public at all times for at least 72 hours before the scheduled time of the meeting. The written notice shall include agenda items, day, time, and the location of the meeting. The written notice shall use plain, concise English.

Quorum

- 2.10. A majority of the number of directors then in the office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Directors present by proxy may not be counted toward a quorum. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Duties of Directors

- 2.11. Directors shall exercise ordinary business judgements in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interests of the members. In acting in their

official capacity as directors of this corporation, directors shall act in good faith and take actions they reasonably believe to be in not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an account or attorney retained by the Corporation.

Actions of Board of Directors

- 2.12. The Board of Directors shall try to act by consensus. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by law or these bylaws. If a quorum is present but thereafter a sufficient number of Directors leave such meeting so that a quorum no longer present, then any action taken by the remaining Directors shall not be the act of the Board.

Proxies

- 2.13. Board of Directors may not issue a proxy or may not be represented by a proxy.

Compensation

- 2.14. Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for a reimbursement payment according to the state law to the Directors for their expenses of attendance, if any, for attendance at each meeting of the Board of Directors.

Removal of Directors

- 2.15. The Board of Directors or members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend four consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state the issue of possible removal of the director that will be on the agenda the notice shall state the possible cause for removal. The director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of fifty (50) percent of the Board of Directors.

ARTICLE 3

OFFICERS

Officer Positions

- 3.01. The officers of the Corporation shall be a president, two] vice presidents, a secretary, a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be the same person, except the offices of president and secretary.

Election and Term of Office

- 3.02 The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office

until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

Removal

- 3.03 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

Vacancies

- 3.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

- 3.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

Vice President

- 3.06. When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or board of directors.

Treasurer

- 3.07. The treasurer shall:
- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
 - (b) Receive and give receipts for moneys due and payable to Corporation from any source.
 - (c) Deposit all moneys in the name of Corporation in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or president.
 - (d) Write checks and disburse funds to discharge obligations of the Corporation.
 - (e) Maintain the financial books and record of the Corporation.
 - (f) Prepare financial reports at least annually.
 - (g) Perform other duties as assigned by the president or by the Board of Directors.
 - (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.
 - (i) Perform all of the duties incident to the office of treasurer.

Secretary

- 3.08 The secretary shall:
- (a) Give all notices as provided in the bylaws or as required by law.

- (b) Take minutes of the meetings of the members and the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Keep a register of the mailing address of each [if corporation has members, add: member], director, officer, and employee of the Corporation.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

ARTICLE 4

COMMITTEES

Establishment of Committees

4.01. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the articles of incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage, of all or substantially all of the property and assets of the Corporation.
- (d) Authorize the voluntary dissolution of the Corporation.
- (e) Revoke proceedings for the voluntary dissolution of the Corporation.
- (f) Adopt a plan for the distribution of the assets of the Corporation.
- (g) Amend, alter, or repeal the bylaws.
- (h) Eject, appoint, or remove a member of a committee or a director or officer of the Corporation.
- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interests as defined in paragraph 5.04, below.
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.

Authorization of Specific Committee

4.02. There shall be the following committees: Membership, Nominating and Program Committees. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

Term of Office

4.03. Each member of a committee shall continue to serve on the committee until the next annual meeting of the Directors of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated or if the member dies, ceases to qualify, resigns, or, is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

Chair and Vice-Chair

- 4.04. One member of each committee shall be designated as the chair of the committee and the other member of each committee shall be appointed by the president of the Corporation. The chair and vice-chair shall be appointed by the president of the Corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

Notice of Meetings

- 4.05. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than, seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.
- 4.06. A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Actions of Committees

- 4.07. Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

Proxies

- 4.08. A committee member may not vote by a proxy.

Compensation

- 4.09. Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for the payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

Rules

- 4.10. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

ARTICLE 5

TRANSACTIONS OF THE CORPORATION

Contracts

- 5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposit

- 5.02. All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies or other depositories that the Board of Directors selects.

Gifts

- 5.03. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

Potential Conflicts of Interest

- 5.04. The corporation shall not make any loan to a director or officer of the corporation. The Corporation shall not borrow money from or otherwise transacts business with a member, director, officer, or, committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions according to the TEC Chapter 12 Section 12.1054.

Prohibited Acts

- 5.05. As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer or committee member shall:
- (a) Do any act in violation of the bylaws or a binding obligation of the Corporation.
 - (b) Do any act with the intention of harming the Corporation or any of its operations.
 - (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
 - (d) Receive an improper benefit from the operation of the Corporation.
 - (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.
 - (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
 - (g) Use the name of the Corporation (or any substantially similar name) or any trademark or tradename adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
 - (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 6

BOOKS AND RECORDS

Required Books and Records

- 6.01. The Corporation shall keep complete books and records of account. The Corporation's books and records shall include:
- (a) A file-endorsed copy of all documents filed with Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of Corporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
 - (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
 - (c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors.
 - (d) A list of the names and addresses of the directors, officers and any committee members of the Corporation.
 - (e) A financial statement showing the assets, liabilities and net worth of the Corporation at the end of the three most recent fiscal years.
 - (f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
 - (g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.

ARTICLE 7

FISCAL YEAR

- 7.01 The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 8

INDEMNIFICATION

When Indemnification is Required, Permitted, and Prohibited

- 8.01. (a) The Corporation shall indemnify a director, officer, committee member, employee or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found to be liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered

to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

- (h) The termination of a proceeding by judgement, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent does not necessarily preclude indemnification by the Corporation.
- (i) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.
- (j) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 8.01., above.
- (k) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding. If the person is a named defendant or respondent in a proceeding brought by the Corporation; or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.
- (l) If the Corporation may indemnify a person under the bylaws, the person may be indemnified against judgement, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to a reasonable expenses actually incurred by the person in connection with the proceeding.

Procedures Relating to Indemnification Payments

- 8.02. (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 8.02(c), below. The Corporation may make these determinations and decisions by any one of the following procedures:
- (i) Majority vote of the quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
 - (ii) If such a quorum cannot be obtained, by a majority vote of committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more who at the time of the vote are not named defendants or respondents in the proceeding.
 - (iii) Determination by special legal counsel selected by the Board of Directors by votes as provided in paragraph 10.02(a)(I) or 10.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.
- (b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 8.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

ARTICLE 9

NOTICES

Notice by Mail or Telegram

- 9.01. Any notice required or permitted by the bylaws to be given to a director, officer or member of a committee of the Corporation may be given by mail or telegram. If mailed a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the Telegram Company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address by giving written notice to the secretary of the Corporation.

Signed Waiver of Notice

- 9.02. Whenever any notice is required to be given under the provisions of the act or under the provisions of the articles of incorporation or the bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of the notice shall be effective whether signed before or after the time stated in the notice being waived.

Waiver of Notice by Attendance

- 9.03. The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

ARTICLE 10

SPECIAL PROCEDURES CONCERNING MEETINGS

Meeting by Telephone or Internet

- 10.01. A. Subject to the provisions required or permitted by the Texas Open Meetings Act or notice of meetings, unless otherwise restricted by the articles of incorporation or bylaws, members of the board of directors of the corporation, or members of any committee designated by such board may participate in and hold a meeting of such members, board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant.

B. Participation in a meeting pursuant to this Article shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 11

AMENDMENTS TO BYLAWS

- 11.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted a majority vote by the Board of Directors. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Constructions of Bylaws

- 12.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

- 12.02. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

- 12.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

- 12.04. Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Seal

- 12.05 The Board of Directors may provide for a corporate seal. Such a seal would consist of two concentric circles containing the words *Coamos Foundation, Inc., "Texas,"* in one circle and the word *"Incorporated"* together with the date of incorporation of the Corporation in the other circle.

Power of Attorney

- 12.06. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the Corporation to be kept with the Corporation records.

Parties Bound

- 12.07. The bylaws shall be binding upon and inure to the benefits of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

ARTICLE 13

THE NON-DISCRIMINATORY STATEMENT

13.01. It is the policy of Cosmos Foundation not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, gender, veteran status, or political affiliation, in its educational or employment programs and activities.

-----End of the text-----

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Cosmos Foundation, Inc. and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on 03-9-2005, 20 .

Fatih Yigit
[Signature of Secretary]

3 / 9 / 2005
Date (mm, dd, yyyy)

Fatih Yigit
[Name of Secretary]

**ARTICLES OF AMENDMENT
OF
COSMOS FOUNDATION INC.**

FIRST The name of the corporation is Cosmos Foundation, Inc.

SECOND A non-discriminatory statement shall be amended as an eighth article of the corporation. Article eight reads as follows:

It is the policy of Cosmos Foundation not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, gender, veteran status, or political affiliation, in its educational or employment programs and activities.

THIRD The foregoing amendment was adopted during the annual meeting on September 10th, 1999.

FOURTH This amendment was adopted by at least two-thirds of the directors of the corporation, without member action because the corporation has no members.

I certify that I am the duly elected and acting secretary of Cosmos Foundation, Inc. and that the foregoing amendment was duly adapted at a meeting of the Board of Directors held on September 10th, 1999.

By: 
Ayhan Ekinci, Secretary

By: 
Soner TARIM, President

AMMENDMENTS
BYLAWS
COSMOS FOUNDATION, Inc.

October 2, 2004

ARTICLE 2

BOARD OF DIRECTORS

Vacancies

~~2.05. Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.~~

2.05 (Revised)

Any vacancy occurring in the board of directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the affirmative vote of a majority of the remaining board of directors. When a vacancy on the Board exists, nominations for new members may be received from present board members one week in advance of a board meeting.

Annual Meeting

~~2.06. The annual meeting of the Board of Directors may be held without notice other than these Bylaws. Such meeting shall be held on the 10th day of September each year.~~

2.06 (Revised)

The annual meeting of the Board of Directors shall be held on the second Saturday of September of each year. The date of the annual meeting may be changed with a written notice by the President who shall also set the time and place of that delayed meeting.

Regular meeting

~~2.07. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held either within or without the State of Texas and shall be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.~~

2.07 (Revised)

Regular meetings of the board shall be held at the principal office on the second Saturday of every other month starting September of each year. Number of meeting may be increased or decreased by a resolution of the board.

Special Meetings

~~2.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place within or without Texas as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.~~

2.08 (Revised)

Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.

Quorum

~~2.10. Three directors or A majority of the number of directors then in the office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may reconvene the meeting one time without further notice.~~

2.10 (Revised)

A majority of the number of directors then in the office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Directors present by proxy may not be counted toward a quorum. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Actions of Board of Directors

~~2.12. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the bylaws. A director who is present at a meeting and abstains from a vote is not considered to be present and~~

~~voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.~~

2.12 (Revised)

The Board of Directors shall try to act by consensus. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by law or these bylaws. If a quorum is present but thereafter a sufficient number of Directors leave such meeting so that a quorum no longer present, then any action taken by the remaining Directors shall not be the act of the Board.

Proxies

~~2.13. A Director may vote by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution.~~

2.13 (Revised)

Directors of record may vote at any Board meeting, either in person or by proxy executed in writing by the director and the proxy shall be filed with the Secretary of the meeting before being voted. No proxy shall be valid after three (3) months from the date of its execution.

Compensation

~~2.14. Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director shall be commensurate with the services performed and reasonable in amount.~~

2.14 (Revised)

Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for a reimbursement payment according to the state law to the Directors for their expenses of attendance, if any, for attendance at each meeting of the Board of Directors.

ARTICLE 4

COMMITTEES

Notice of Meetings

~~4.06. One half of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the chair may adjourn and reconvene the meeting one time without further notice.~~

4.06 (Revised)

A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Proxies

~~4.08. A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after 4 months from the date of its execution.~~

4.08 (Revised)

A committee member may not vote by proxy.

ARTICLE 5

TRANSACTIONS OF THE CORPORATION

Potential Conflicts of Interest

~~5.04. The corporation shall not make any loan to a director or officer of the corporation. A member, director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.~~

5.04 (Revised)

The corporation shall not make any loan to a director or officer of the corporation. The Corporation shall not borrow money from or otherwise transacts business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.

ARTICLE 10

SPECIAL PROCEDURES CONCERNING MEETINGS

Meetings by Telephone Conference or other Remote Communications Technology

~~10.01. The Board of Directors and any committee of the Corporation may hold a meeting by telephone conference call procedures or email/internet conference in which all persons participating in the meeting can hear each other or proper security measures and transactional criteria acceptable to the Board of Directors have been instituted and are followed. The notice of such a meeting by telephone or email/internet conference must state the fact that the meeting will be held by telephone or email/internet conference as well as all other matters required to be included in the notice. Participation of a person in such a meeting constitutes presence of that person at the meeting.~~

10.01 (Revised)

A. Subject to the provisions required or permitted by the Texas Open Meetings Act or notice of meetings, unless otherwise restricted by the articles of incorporation or bylaws, members of the board of directors of the corporation, or members of any committee designated by such board may participate in and hold a meeting of such members, board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant.

B. Participation in a meeting pursuant to this Article shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

~~10.02. Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all of the persons vote on the matter. The original signed consents shall be placed in the Corporation minute book and kept with the Corporation's records.~~

10.02 (Revised)

This paragraph 10.02 has been omitted from the bylaws.

Voting by Proxy

~~10.03. A person who is authorized to exercise a proxy may not exercise the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the secretary or other designated officer shall remain in force and effect until the first of the following occurs:~~

- ~~(a) An instrument revoking the proxy is delivered to the secretary or other designated officer.~~
- ~~(b) The proxy authority expires under the terms of the Bylaws.~~

Revised 10.03

This paragraph 10.03 has been omitted from the bylaws.

ATTACHMENT F

Certificate of Incorporation



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

COSMOS FOUNDATION, INC.
CHARTER NUMBER 01542291

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 5, 1999

EFFECTIVE JULY 5, 1999



A handwritten signature in black ink, appearing to read "Eiton Bomer".

Eiton Bomer, Secretary of State

ATTACHMENT G

Published Notice of Public Hearing

Applicable State
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2900 Woodridge, (713) 644-0821
Hispanic Contractor's Association,
11 Parker Road, (713) 699-2732
Reed Construction Data,
10900 Northwest Frwy, Suite 124, (713) 263-8214
A. O. Phillips & Associates,
4615 Southwest Frwy, Suite 510, (713) 621-8532

Competitive Sealed Proposal Notice for

CLASSIFIEDS

THE GREATER HOUSTON MARKET PLACE

HOUSTON CHRONICLE
ADVERTISING SUPPLEMENT

Saturday, January 29, 2005

Reed Construction Data, 10900 Northwest Frwy, Suite 124 (713)-263-8214
A. O. Phillips & Associates, 4615 Southwest Frwy., Suite 510 (713)-621-8532

1245 LEGAL NOTICES

NOTICE TO CONTRACTORS OF PROPOSED TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONTRACTS
Sealed proposals for contracts listed below will be received by TXDOT until the date(s) shown below, and then publicly read.

CONSTRUCTION/ MAINTENANCE/ BUILDING FACILITIES CONTRACT(S)

Dist/Div: Beaumont
Contract 6124-28-001 for MOWING HIGHWAY RIGHT-OF-WAY in JEFFERSON County will be opened on February 09, 2005 at 1:00 pm at the State Office for an estimate of \$360,249.70.

State Office
Constr./Maint. Division
200 E. Riverside Dr.
Austin, Texas 78704
Phone: 512-416-2540

Dist/Div Office(s)
Beaumont District
District Engineer
8350 Eastex Freeway
Beaumont, Texas 77708
Phone: 409-892-7311

1245 LEGAL NOTICES

Aldine I.S.D. is accepting sealed bids for Mechanical and Electrical Sub-Contractors for the addition of an environmental control system to the Lauder Road Annex Computer Room until February 24, 2005 AT 2:00 P.M. at the Aldine I.S.D., A.B. Sonny Donaldson Administration Building Board Room, located at 1400 Aldine Westfield Road, Houston, TX 77082. The bid will be publicly opened and read aloud. For information, plans and specifications, call Patrick Mouton or Vince Hnorchuk at (281) 985-6388. Aldine I.S.D. reserves the right to accept or reject any/all bids or to make awards as they appear to be advantageous to the district and to waive any and all irregularities.

Anyone knowing the whereabouts of Richard Slinker, please contact Jennifer Womble, Atty., at (504)-780-1630.

BANKRUPTCY AUCTION
LORAX BUILDING, ATHENS, TEXAS APPROXIMATELY 705,000 SF BUILDING ON 44 ACRES OF LAND SEALED BIDS DUE 2/11/05 BY 5:00PM

Reed Construction Data, 10900 Northwest Frwy, Suite 124 (713)-263-8214
A. O. Phillips & Associates, 4615 Southwest Frwy., Suite 510 (713)-621-8532

NOTICE OF PUBLIC SALE
A-ROCKET MOVING STORAGE, 3401 Conroe, Houston, Texas in order to satisfy a Landlord Lien will conduct a Public Sale on Sunday February 13th 2005, 3:00 pm at the address. The following list of customers to be Auctioned: Al Singleton, Raymond Anglin, Brad Moore, Earnest Gibbs, Irene Guzma, Liza Jackson, Yvette Reed, Jeff & Cathy Rosa, Pats Crawford, Eileen Huckaby, Ray Sykes.

PUBLIC NOTICE
On or about December 15, 2004, at approximately 2:00 PM, the M/T TREVOLI SLENDOR spilled approximately 38 barrels of IFO-380 bunker fuel in the vicinity of Vopak Terminal in the Houston Ship Channel. The spill affected an area from Cedar Bayou inbound to Beltway 8 Bridge. The origin onboard was a port side fuel tank. The responsible party was V. SHIPS HAMBURG. Claims can be presented to the firm of Royston, Ravzor, Vickery & Williams, L.L.P., 1001 McKinney, Suite 1100, Houston, Texas 77002. Claims should be sent to the attention of Ms. Janet Martin. She can be contacted at 713-224-8380. Present the claim in writing to the above office and individual with all supporting claim documentation. Any claimant may present a claim for interim short-term damage representing less than the full amount to which the claimant ultimately may be entitled. Payment of such a claim shall not preclude recovery for damage not reflected in the paid or settled partial claim. Should the claim be denied or not resolved within 90 days after the date of submission, the claimant may then submit the claim to:
National Pollution Funds Center (CA)
Attention: Eric Bunin
4200 Wilson Boulevard
Suite 1000
Arlington, Virginia
22203-1804
for their consideration. They will evaluate the claim and take appropriate action.

PROFESSIONAL ASSISTANCE, expert advice for all your classified needs. Call Chronicle Classifieds at 713-224-6868 and request help to write an ad that gets great results!

LOOKING FOR A GREAT DEAL?


NOTICE OF PUBLIC HEARING
Cosmos Foundation will hold a public meeting on the issue of opening a new charter school, Harmony School of Excellence, which will serve students from grades K-12 in following school districts: Aldine ISD, Alief ISD, Cypress Fairbanks ISD, Fort-Bend ISD, Houston ISD, Katy ISD, Klein ISD, Pasadena ISD, Pearland ISD, Spring Branch ISD, Spring ISD, Stafford ISD, and charter schools within the aforementioned twelve school districts. A public meeting will be held on February 9, 2005 at 1:00 PM, at the Harmony Science Academy School building located on 5435 S. Braeswood Blvd. Houston TX 77096. For more info, please call 832-641-5588.

PUBLIC NOTICE
Constr. & Maint. Division repairs to a 183' bulkhead fronting Deep Hole Park in the City of Clear Lake Shores, Texas are invited. The project will consist of repairing the existing bulkhead with vinyl sheet piling and horizontal bracing. Plans may be obtained by contacting Morrow Cummings, Director of Public Works, 1006 South Shore Drive, Clear Lake Shores, Tx., 77565, 281-334-2799. Comments directed to the GLO should be made to Gerry McMahan, Regional Director, Texas General Land Office, 11811 North D Street, La Porte, Texas 77571-9135 within 20 days of this notice.

SHOP THE BEST SELECTION IN Houston's largest classified section, Chronicle Classifieds.


Chronicle Classifieds 224-6868
905

Proposal forms may be obtained from the Procurement Services Department (Level 3 West), HISD, 3830 Richmond Ave. Houston, Texas 77027. The owner re-

Level 3-West, Houston, Texas during regular business hours.
Chronicle Classifieds 713-224-6868
A SELLING COMBINA-

ATTACHMENT H

Synopsis of the Public Hearing

ATTACHMENT H

SYNOPSIS OF PUBLIC HEARING

Public hearing was conducted by Dr. Soner Tarim, at 5435 S. Braeswood Houston, TX 77096 on February 5, 2005 at 1:00 PM. There were 7 people when the presentation started and few more walked in during the presentation.

Dr. Tarim played an introductory DVD video clip about existing school of the Sponsoring entity. Following this 11 minutes video presentation, Dr. Tarim presented a power point slide show about the proposed school. Dr. Tarim talked about the vision and the educational philosophy of the proposed programs.

Dr. Tarim emphasized the importance of charter schools and differences of charter from public and private schools. He explained many aspects of the proposed charter school including free tutorials, Saturday classes, and extracurricular activities. Dr. Tarim talked about collaboration projects with local universities and community colleges.

Following the slide presentation, Dr. Tarim moved to Q&A session. The following is the list of the questions that were asked:

- Question : Did you locate a school building?
Answer : No, we have not determined the location. It will be North, Northeast side of Houston. However, it will depend on suitable building.
- Question : Who is the owner of this school?
Answer : It is not owned by a individual. It is a 501(c)3 non-profit organization.
- Question : Will you provide transportation for students?
Answer : No, unfortunately we will not provide transportation at this time.
- Question : Will you provide hot lunches for students?
Answer : Yes, we will hire a catering company to provide lunch service. Students may be eligible for free and reduced lunch.
- Question : Will you require uniform?
Answer : Yes. We will have a school uniform policy. At this time, he have not determine the uniform colors.
- Question : Does the school have any religious affiliation?
Answer : No, the foundation has no affiliation with any religious organizations.
- Question : What about ESL and Bilingual Program?
Answer : We will provide ESL/BE program for those who are qualified.
- Question : Are you going to have athletics program?
Answer : Yes, but it will be limited to local intramural type competitions. Focus will be on academics rather than athletics.

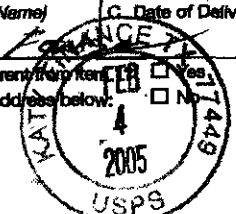
- Question : What will you offer as after school program?
 Answer : After school program is divided in to two parts; tutorials and club activities. During tutorials, students will complete their homework and will receive individual help under the supervision of a teacher or a mentor. During the club time, students will participate in various activities such as basketball, soccer, arts and craft, drama, etc.
- Question : What kind of foreign languages will be offered?
 Answer : Spanish will be the primary foreign language. Additionally, we would like to offer French and German.
- Question : Are you going to have certified teacher?
 Answer : We will try to hire highly qualified teachers to educate our students. It is not a requirement for us to have certified teachers. But we will make sure that all of our teachers will have a Bachelor's degree.
- Question : Will parents have a chance to be involved in these activities?
 Answer : This is a wonderful question and a contribution to our school. We want parents to come and volunteer in various activities. Parents can give tutoring, monitor kids, and help during PTA activities, such as fundraising, Book Fair, and school dances.
- Question : What are the school hours?
 Answer : The school will start at 8:00 AM until 3:30 PM. This time frame may slightly different for elementary students.
- Question : Will you follow HISD school calendar?
 Answer : Yes or No. It will depend on where the students come from. In our existing Houston campus, we follow Houston ISD calendar because majority of our students live within that district.
- Question : Will you give the students TAKS test?
 Answer : Yes, curriculum will be aligned with the state mandated TEKS objectives and students have to take TAKS every year.
- Question : You said there was no tuition. Will you charge anything?
 Answer : No. There is no tuition for the school.

The meeting was ended at 2:05 PM.

ATTACHMENT I

Signed Certified Mail Receipt Cards

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Tere Joffe</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Louis Stoerner, Superintendent Alief ISD P O BOX 68 Alief, TX77411		B. Received by (Printed Name) <i>Tere Joffe</i>	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No FEB 7 - 2005	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 5101	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>R. Merrel</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Leonard Merrel, Superintendent Katy ISD P O BOX 159 Katy, TX77492		B. Received by (Printed Name) <i>Leonard Merrel</i>	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 2575	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Brent Thies</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Michael Hinojosa, Superintendent Spring ISD 16717 Ella Blvd. Houston, TX77090		B. Received by (Printed Name) <i>Brent Thies</i>	C. Date of Delivery <i>2/4/05</i>
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 2629	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> M. Gashugh <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery M. GASHUGH 2/7/05</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Frederick Schneider, Superintendent Pasadena ISD 1515 Cherrybrook Pasadena, TX 77502</p>		<p>3. Service Type</p> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7004 2890 0004 3233 2599</p>			
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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> K. Brooks <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery K. Brooks 2/7/05</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Betty Baitland, Superintendent Fort Bend ISD 16431 Lexington Blvd. Sugar Land, TX 77479</p>		<p>3. Service Type</p> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7004 2890 0004 3233 2551</p>			
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> J. A. Simon <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery J. A. SIMON 2/7/05</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Javid Anthony, Superintendent Cypress Fairbanks ISD P O BOX 692003 Houston, TX 77269</p>		<p>3. Service Type</p> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7004 2890 0004 3233 2544</p>			
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Harris</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <i>Harris</i>	C. Date of Delivery <i>2-4</i>
James Cain, Superintendent Klein ISD 7200 Spring-Cypress Rd. Klein, TX77379		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 2582	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Schomburg</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery <i>2/4/05</i>
Lloyd Graham, Superintendent Stafford ISD 1625 Staffordshire Rd. Stafford, TX77477		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 2636	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Nadine Kujawa, Superintendent Aldine ISD 14910 Aldine Westfield Rd. Houston, TX77032		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 8034	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Duncan Klussmann, Superintendent
Spring Branch ISD
955 Campbell Rd.
Houston, TX 77024

2. Article Number (Transfer from service label) **7004 2890 0004 3233 2612**

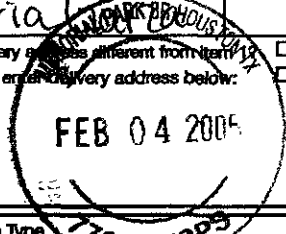
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
x Maria Huynh

B. Received by (Printed Name) *Maria Huynh* C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:



3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Abelardo Saavedra, Superintendent
Houston ISD
3830 Richmond Ave.
Houston, TX 77027

2. Article Number (Transfer from service label) **7004 2890 0004 3233 2568**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X Tim Allen

B. Received by (Printed Name) *Tim Allen* C. Date of Delivery *2-4-05*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:



3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
YES COLLEGE PREPARATORY SCHOOL
353 Crenshaw Rd
Houston, TX 77034-2308

2. Article Number (Transfer from service label) **7004 2890 0004 3233 8010**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X P. Ormsby

B. Received by (Printed Name) C. Date of Delivery *2-4-05*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 JAMIE'S HOUSE CHARTER SCHOOL
 17406 Barnwood Rd
 Houston, TX 77090

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7822

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Jamie House* Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/4/05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 NORTH HOUSTON H S FOR BUSINESS
 455 W Parker Rd.
 Houston, TX 77091

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7891

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Denise* Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-4-05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 RIPLEY HOUSE CHARTER SCHOOL
 4410 Navigation
 Houston, TX 77011

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7945

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Maria T. Pena* Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-4-05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
SER-NINOS CHARTER SCHOOL
5815 Alder Dr
Houston, TX 77081-5298

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *S. Tolar* C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7004 2890 0004 3233 7952

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
GULF SHORES ACADEMY
11300 S Post Oak #1
Houston, TX 77035

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *Tercy Edmond* C. Date of Delivery *2-4-05*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7004 2890 0004 3233 7747

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
SOUTHWEST SCHOOL
6400 S W Freeway Ste. J and S
Houston, TX 77074

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent Addressee

B. Received by (Printed Name) *L. Trevino* C. Date of Delivery *2/4/05*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

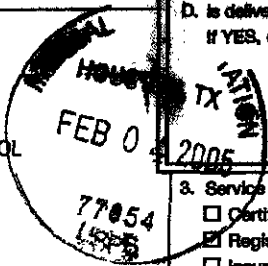
7004 2890 0004 3233 7969

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent MEYERPARK ELEMENTARY 10912 S Post Oak Rd. Houston, TX 77035		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7884		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent AMIGOS POR VIDA-FRIENDS FOR LIFE CHARTER SCHOOL 5500 El Camino Del Ray Houston, TX 77081		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7655		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102596-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent MEDICAL CENTER CHARTER SCHOOL 1920 W Braeswood Houston, TX 77030-3711		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7877		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1540	



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Catherine L. Allen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent CROSSROADS COMMUNITY ED CTR CHARTER SCHOOL 6711 Bellfort St Houston, TX 77087-6411		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7709		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1549	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Maria Cruz</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent HOUSTON CAN ACADEMY CHARTER SCHOOL 2301 Main Street Houston, TX 77092		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7785		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1549	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Sharon...</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent HOUSTON HEIGHTS LEARNING ACADEMY INC 902 W 8th St Houston, TX 77007		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type	
7004 2890 0004 3233 7808		<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1549	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 BEATRICE MAYES INSTITUTE CHARTER
 SCHOOL
 5807 Calhoun Road
 Houston, TX 77021

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7662

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X MS Col

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-4-05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 RAUL YZAGUIRRE SCHOOL FOR SUCCESS
 2950 Broadway
 Houston, TX 77017

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7921

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Royce Hernandez

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-4-05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 HOUSTON GATEWAY ACADEMY, INC.
 3400 Evergreen Dr
 Houston, TX 77087

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7792

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Stephanie Watts

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-4-05

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i>	
1. Article Addressed to: Superintendent HEIGHTS CHARTER SCHOOL 1125 Lawrence Houston, TX 77008		B. Received by (Printed Name) C. Date of Delivery 2/4/05	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i>	
1. Article Addressed to: Superintendent JUAN B GALAVIZ CHARTER SCHOOL 5206 Airline Dr Houston, TX 77022		B. Received by (Printed Name) C. Date of Delivery H. Baltrac 2/4/05	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

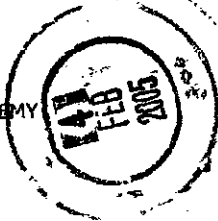
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i>	
1. Article Addressed to: Superintendent CHILDREN FIRST ACADEMY OF HOUSTON 7803 Little York Rd. Houston, TX 77016		B. Received by (Printed Name) C. Date of Delivery 2/4/05	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
GIRLS & BOYS PREP ACADEMY
8415 W. Bellfort
Houston, TX 77071



2. Article Number
(Transfer from service label)

7004 2890 0004 3233 7730

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
NORTHWEST PREPARATORY
4705 Lyons Ave
Houston, TX 77020

2. Article Number
(Transfer from service label)

7004 2890 0004 3233 7914

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

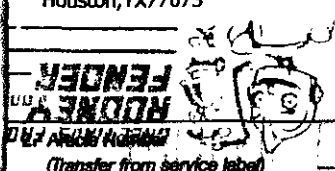
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
RICHARD MILBURN ACADEMY (SUBURBAN HOUSTON)
500 Century Plaza Dr. Ste. 140
Houston, TX 77073



2. Article Number
(Transfer from service label)

7004 2890 0004 3233 7936

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Davis</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <i>Davis</i>	C. Date of Delivery <i>2/4/05</i>
Superintendent TWO DIMENSIONS PREPARATORY ACADEMY 12121 Veterans Memorial Dr. #10 Houston, TX 77067		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 7976	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>Eric Amy</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <i>Eric Amy</i>	C. Date of Delivery <i>2-4-05</i>
Superintendent KIPP, INC CHARTER 10711 Kippway Houston, TX 77099		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 7853	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Superintendent DRAW ACADEMY 3920 Stoney Brook Dr. Houston, TX 77063		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		7004 2890 0004 3233 7716	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
HARRIS COUNTY JUVENILE JUSTICE CHARTER SCHOOL
3540 W Dallas
Houston, TX 77019

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Grant Hley* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
Grant Hley *2/10/05*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7004 2890 0004 3233 7754

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
GEORGE I SANCHEZ CHARTER
6001 Gulf Fwy, B3
Houston, TX 77023

COMPLETE THIS SECTION ON DELIVERY

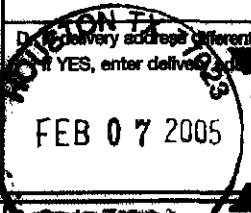
A. Signature
X *M. Guzman* Agent Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes



2. Article Number (Transfer from service label) 7004 2890 0004 3233 7723

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
UNIVERSITY OF HOUSTON CHARTER SCHOOL
3855 Holman St. Meicher Gym 100
Houston, TX 77204-6019

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Ke End* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
Varica Castro *2/10/05*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7004 2890 0004 3233 7990

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
HOUSTON ALTERNATIVE PREPARATORY
CHARTER SCHOOL
3204 Ennis
Houston, TX 77004

2. Article Number

(Transfer from service label)

7004 2890 0004 3233 7778

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X K. Williams

Agent

Addressee

B. Received by (Printed Name)

K. Williams

C. Date of Delivery

2-8-05

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
IMPACT CHARTER
11526 Fairmont
Houston, TX 77035

2. Article Number

(Transfer from service label)

7004 2890 0004 3233 7815

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Thomas Jones

Agent

Addressee

B. Received by (Printed Name)

Thomas Jones

C. Date of Delivery

2-10-05

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
ALPHONSO CROUCH'S-LIFE SUPPORT CENTER
7115 Carewood Drive
Houston, TX 77036

2. Article Number

(Transfer from service label)

7004 2890 0004 3233 7631

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Ruth Bejeda

Agent

Addressee

B. Received by (Printed Name)

Ruth Bejeda

C. Date of Delivery

2-10-05

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 BENJI'S SPECIAL EDUCATIONAL ACADEMY
 CHARTER SCHOOL
 2903 Jensen Dr
 Houston, TX 77026

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7679

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X *Louis A Nady* Agent Addressee
- B. Received by (Printed Name) *Louis A Nady* C. Date of Delivery *2/7/05*
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 NORTHWEST MATHEMATICS SCIENCE &
 LANGUAGE ACADEMY
 6031 Victory Dr
 Houston, TX 77088

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7907

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X *Oliver S. Bowdoin* Agent Addressee
- B. Received by (Printed Name) C. Date of Delivery *2-4-05*
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Superintendent
 JESSE JACKSON ACADEMY
 5400 Griggs Rd
 Houston, TX 77021

2. Article Number
 (Transfer from service label)

7004 2890 0004 3233 7839

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X *Corey Davis* Agent Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Superintendent UNIVERSITY CHARTER SCHOOL 6500 Mapleridge Houston, TX 77081</p>		<p>B. Received by (Printed Name) A. Salinas</p>	<p>C. Date of Delivery 2/7/05</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7004 2890 0004 3233 7983</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Superintendent ALIEF MONTESSORI COMMUNITY SCHOOL 4215 H ST Houston, TX 77072-5380</p>		<p>B. Received by (Printed Name) Xiaoling Hu</p>	<p>C. Date of Delivery 2-4-05</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7004 2890 0004 3233 7624</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Superintendent ACADEMY OF ACCELERATED LEARNING, INC 2913 Louisiana St Houston, TX 77006</p>		<p>B. Received by (Printed Name) Sharon Punch</p>	<p>C. Date of Delivery 2/16/05</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7004 2890 0004 3233 7587</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

7004 2890 0004 3233 7860

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here
 FEB 3 2005
 WESTBURY PLACE STA 17035
 USPS

Sent To
 Street, Apt. No., or PO Box No. LA AMISTAD LOVE & LEARNING ACADEMY
 City, State, ZIP+4 11000 Bob White Houston, TX 77035

PS Form 3800, June 2002 See Reverse for Instructions

7004 2890 0004 3233 7570

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here
 FEB 3 2005
 WESTBURY PLACE STA 17035
 USPS

Sent To
 Street, Apt. No., or PO Box No. WA-SET PREPARATORY ACADEMY
 City, State, ZIP+4 10835 Rockley Rd Houston, TX 77099

PS Form 3800, June 2002 See Reverse for Instructions

7004 2890 0004 3233 8027

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here
 FEB 3 2005
 WESTBURY PLACE STA 17035
 USPS

Sent To
 Street, Apt. No., or PO Box No. ZOE LEARNING ACADEMY
 City, State, ZIP+4 3505 Alice St Houston, TX 77021

PS Form 3800, June 2002 See Reverse for Instructions

7004 2890 0004 3233 2605

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here
 FEB 3 2005
 WESTBURY PLACE STA 17035
 USPS

Sent To
 Street, Apt. No., or PO Box No. Bonny Cain, Superintendent
 City, State, ZIP+4 Pearlland ISD P O BOX 7 Pearlland, TX 77581

PS Form 3800, June 2002 See Reverse for Instructions

7004 2890 0004 3233 7648

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

AMERICAN ACADEMY OF
EXCELLENCE CHARTER SCHOOL
1121 Pierce
Houston, TX 77002

PS Form 3800, June 2002 See Reverse for Instructions

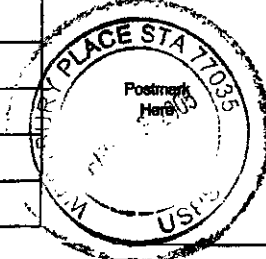
7004 2890 0004 3233 7617

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

ACCELERATED INTERMEDIATE
ACADEMY
14035 S Main Ste D
Houston, TX 77035

PS Form 3800, June 2002 See Reverse for Instructions

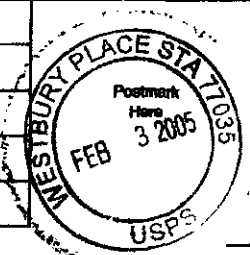
7004 2890 0004 3233 8003

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

VARNETT CHARTER SCHOOL
5025 S Willow Dr.
Houston, TX 77035

PS Form 3800, June 2002 See Reverse for Instructions

7004 2890 0004 3233 7686

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

CALVIN NELMS CHARTER SCHOOLS
1507 Ricefield 210
Houston, TX 77084

PS Form 3800, June 2002 See Reverse for Instructions

ATTACHMENT J

Audit Report

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

FOR THE YEAR ENDED AUGUST 31, 2004

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COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

101-846-001

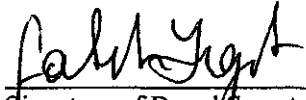
227-816-001

101-846-041

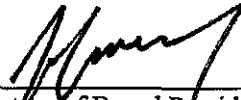
CERTIFICATE OF BOARD

August 31, 2004

We, the undersigned, certify that the attached Annual Financial and Compliance Report of Cosmos Foundation, Inc. dba Harmony Science Academy was reviewed and approved disapproved for the year ended August 31, 2004, at a meeting of the governing body of said charter school on the 22nd day of January, 2005.



Signature of Board Secretary



Signature of Board President

GOMEZ & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS
6750 W. LOOP SOUTH, SUITE 520
HOUSTON, TEXAS 77401
TEL: (713) 666-5900
FAX: (713) 666-1049
<http://www.gomezandca.com>

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors of
Cosmos Foundation, Inc. dba Harmony Science Academy
Houston, Texas

We have audited the accompanying statement of financial position of Cosmos Foundation, Inc. dba Harmony Science Academy (HSA) as of August 31, 2004, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of HSA management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of HSA as of August 31, 2004, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated December 14, 2004, on our consideration of HSA internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of HSA taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.


December 14, 2004

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2004

ASSETS

Assets:

Cash	\$	68,569
Grants receivable		156,010
Other receivable		122
Lease property improvements		136,177
Equipment and furniture		76,605
Accumulated depreciation		(58,393)
Other assets		<u>18,385</u>

Total Assets \$ 397,477

LIABILITIES AND NET ASSETS

Liabilities:

Accounts payable	\$	197,610
Payroll taxes payable		2,231
Other liabilities		162,607
Notes payable		<u>245,236</u>

Total Liabilities 607,684

Net Assets:

Unrestricted	(210,207)
Restricted	<u> </u>

Total Net Assets (210,207)

Total Liabilities and Net Assets \$ 397,477

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUE			
Federal grants	\$ 0	\$ 552,487	\$ 552,487
State and local grants		2,557,185	2,557,185
Donations	199,492		199,492
Other income	112,188		112,188
Net Assets released from restrictions	<u>3,109,672</u>	<u>(3,109,672)</u>	<u>0</u>
Total Support and Revenue	<u>3,421,352</u>	<u>0</u>	<u>3,421,352</u>
EXPENSES			
Program Services	<u>3,455,616</u>	<u>0</u>	<u>3,455,616</u>
Total Expenses	<u>3,455,616</u>	<u>0</u>	<u>3,455,616</u>
Increase in net assets	(34,264)	0	(34,264)
Net assets, beginning of year	<u>(175,943)</u>		<u>(175,943)</u>
Net assets, end of year	<u>\$ (210,207)</u>	<u>\$ 0</u>	<u>\$ (210,207)</u>

See accompanying notes to financial statements.

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED AUGUST 31, 2004

	School	Management & General	Total Program Expense
Salaries	\$ 2,002,701	\$ 0	\$ 2,002,701
Fringe benefits	121,139	0	121,139
Payroll taxes	57,669	0	57,669
Total personnel and related benefits	<u>2,181,509</u>	<u>0</u>	<u>2,181,509</u>
Food purchases	2,892	0	2,892
Insurance	30,206	0	30,206
Supplies	123,729	0	123,729
Travel	15,709	0	15,709
Rent expense	391,735	0	391,735
Leases	23,304	0	23,304
Repair and maintenance	92,054	0	92,054
Professional fees	429,666	0	429,666
Training	125	0	125
Utilities	59,877	0	59,877
Interest	3,192	0	3,192
Miscellaneous	63,195	0	63,195
Total expenses before depreciation	<u>3,417,194</u>	<u>0</u>	<u>3,417,194</u>
Depreciation	<u>38,422</u>	<u>0</u>	<u>38,422</u>
Total Expenses	<u>\$ 3,455,616</u>	<u>\$ 0</u>	<u>\$ 3,455,616</u>

See accompanying notes to financial statements.

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED AUGUST 31, 2004

Cash Flows From Operating Activities	
Increase (Decrease) in net assets	\$ (34,264)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities	
Depreciation	38,422
(Increase) decrease in accounts receivable	(29,523)
(Increase) decrease in other assets	(13,735)
Increase (decrease) in accounts payable	1,790
Increase (decrease) in other accrued liabilities	115,942
Increase (decrease) in deferred expenses	(1,852)
Increase (decrease) in payroll taxes	<u>(11,583)</u>
Net Cash Provided (Used) by Operating Activities	<u>65,197</u>
Cash Flows From Investing Activities	
Purchases of fixed assets	<u>(64,697)</u>
Net Cash Provided (Used) by Investing Activities	<u>(64,697)</u>
Cash Flows From Financing Activities	
Proceeds from debt	79,953
Payments on debt	<u>(69,663)</u>
Net Cash Provided (Used) by Financing Activities	<u>10,290</u>
NET INCREASE (DECREASE) IN CASH	10,790
CASH AT BEGINNING OF YEAR	<u>57,779</u>
CASH AT END OF YEAR	<u>\$ 68,569</u>
<u>Supplemental Disclosures</u>	
Cash Paid During the Year for:	
Interest	<u>\$ 3,192</u>

See accompanying notes to financial statements.

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO FINANCIAL STATEMENTS

AUGUST 31, 2004

A. Organization:

Cosmos Foundation, Inc. dba Harmony Science Academy (HSA) a nonprofit organization, provides curricula for students in grades 6 through 12. The school was incorporated in the State of Texas in September, 1999, under the Texas Non-Profit Corporation Act. The Internal Revenue Service determined that the organization was exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3).

Pursuant to its charter granted by the State Board of Education in accordance with Texas Education Code Section 12, Subchapter D, Open-Enrollment Charter School, the Organization operations as part of the state public school system subject to all federal and state laws and rules governing public schools. The Organization is also subject to all laws and rules pertaining to open-enrollment charter schools in section 12 of the Texas Education Code.

B. Summary of Significant Accounting Policies:

BASIS OF PRESENTATION

The Corporation adopted *Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations"*. Under SFAS No. 117, the Corporation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted; temporarily restricted; and permanently restricted. In addition, the Corporation is required to present a statement of cash flows.

SUPPORT AND REVENUE:

Support and revenue are recorded based on the accrual method.

CASH DONATIONS AND DONATED SERVICES:

Cash donations are considered to be available for unrestricted use unless specifically restricted by the donor. No amounts have been reflected in the financial statements for donated services since no objective basis is available to measure the value of such donations. Nevertheless a substantial number of volunteers have donated their time in connection with the program service and administration of the organization.

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO FINANCIAL STATEMENTS

AUGUST 31, 2004

B. Summary of Significant Accounting Policies (Continued):

CONTRIBUTIONS:

In accordance with Statement of Financial Accounting Standards (SFAS) No. 116, "Accounting for Contributions Received and Contributions Made," contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

PROPERTY AND EQUIPMENT:

Property and equipment purchased by HSA are recorded at cost. Donations of property and equipment are recorded at their fair value at the date of the gift. All assets acquired with a value in excess of \$1, 000 for Houston campus and \$5, 000 for Austin campus are recorded as fixed assets. Depreciation is provided on the straight-line method based upon estimated useful lives of ten years for equipment. Gains or losses on retired or sale of property and equipment are reflected in income for the period. The proceeds from such sales which are not legally required or expected to be reinvested in property and equipment are transferred to unrestricted net assets.

PLEDGES AND ACCOUNTS RECEIVABLE:

Contributions are recognized when the donor makes a promise to give to HSA which is in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

No provision has been made for uncollectible promises to give and accounts receivable as of the statement of financial position date, given that none have been identified.

FUNCTIONAL EXPENSES:

Expenses are charged to each program based on direct expenditures incurred. Functional expenses which cannot readily be related to a specific program are charged to the various programs based upon hours worked, square footage, number of program staff, or other reasonable methods for allocating the organization's multiple function expenditures.

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO FINANCIAL STATEMENTS

AUGUST 31, 2004

B. Summary of Significant Accounting Policies (Continued):

INCOME TAXES:

HSA qualifies as a tax-exempt organization under section 501 (c) (3) of the Internal Revenue Code and, therefore, has no provision for income taxes.

CASH AND CASH EQUIVALENTS:

For purpose of the statement of cash flows, cash and cash equivalents are comprised of cash on hand and in banks.

ESTIMATES:

The preparation of financial statements in conformity with generally accepted accounting principles requires HSA management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

C. Pension Plan:

Plan Description

The Academy contributes to the Teacher Retirement System of Texas (the system), a public employee retirement program. It is a cost-sharing, multi-employer defined benefit pension plan with one exception; all risks and costs are not shared by the charter school, but are the liability of the state of Texas. The System provides service retirement, disability retirement benefits and death benefits to plan members and beneficiaries. The System operates under the authority of provisions contained primarily in Texas Government code, Title 8, Public Retirement Systems, Subtitle C, Teacher Retirement System of Texas, which subject to amendment by the Texas Legislature. The System's annual financial report and other required disclosure information are available by writing the Teacher Retirement System of Texas, 1000 Red River, and Austin, Texas 78701-2698 or by calling (800) 877-0123.

Funding Policy

Under provisions in State law, plan members are required to contribute 6.9% of their annual covered salary and the State of Texas contributes an amount equal to 6.0% of the charter school's covered payroll. In certain instances the reporting entity (school district, charter school, college, university, or state agency) is required to make all or a portion of the State's 6.0% contribution.

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO FINANCIAL STATEMENTS

AUGUST 31, 2004

C. Pension Plan: Funding Policy (Continued):

Contribution requirements are not actuarially determined but are legally established each biennium pursuant to the following funding policy: (1) The State constitution requires the legislature to establish a member contribution rate of not less than 6.0% of the member's annual compensation and a State contribution rate of not less than 6.0% and not more than 10.0% of the aggregate annual compensation of all members of the system during that fiscal year; (2) A state statute prohibits benefit improvements or contribution reductions if, as a result of a particular action, the time required to amortize the System's unfunded actuarial liabilities would be increased to a period that exceeds 30 years by one or more years. State contributions to the System made on behalf of Cosmos Foundation, Inc. dba Harmony Science Academy employees for the year ended August 31, 2004 were \$87,175 for Houston campus, \$34,131 for Austin campus, and \$-0- for Dallas respectively.

D. Budget:

The official school budget is prepared for adoption for required Governmental Fund Types. The annual budget is adopted on a basis consistent with generally accepted accounting principles and is formally adopted by the Board of Directors

E. Operating Lease Commitment:

HSA is currently leasing its office equipment and building on a non-cancelable operating lease.

HSA minimum annual lease commitment is as follows:

<u>Year months ending August 31,</u>	<u>Amount</u>
2005	\$ 721,736
2006	729,134
2007	<u>718,512</u>
Total	<u>\$ 2,169,382</u>

Operating lease expense amounted to \$ 415,039 for the year ended August 31, 2004.

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO FINANCIAL STATEMENTS

AUGUST 31, 2004

F. Notes Payable:

The Organization's obligations under notes payable consists of the following:

Notes payable to bank, due within one year or on demand, secured by agency assets.	\$ 29,863
Note payable to a bank, in monthly installments of \$1,126 interest at 9.5% per annum, secured by equipment.	13,859
Various notes payable to individuals, payable on demand non interest bearing, unsecured	<u>201,514</u>
Total notes payable	<u>\$ 245,236</u>

Maturities of notes payable over the next five years are as follows:

Year Ending August 31, 2005	\$ 245,236
Total	<u>\$ 245,236</u>

G. Commitments and Contingencies

Cosmos Foundation, Inc. dba Harmony Science Academy receives funds through state and federal programs that are governed by various statutes and regulations. State program funding is based primarily on student attendance data submitted to the Texas Education Agency and is subject to audit and adjustment. Expenses charged to federal programs are subject to audit and adjustment by the grantor agency. The programs administered by the charter school have complex compliance requirements, and should state or federal auditors discover areas of noncompliance, charter school funds may be subject to refund if so determined by the Texas Education Agency or the grantor agency.

H. Health Care Coverage

During the year ended August 31, 2004, employees of HSA were covered by a group insurance plan. The school paid premiums up to \$150 for Houston campus and \$150 for Austin campus per month per employee (depending upon coverage selected) to the plan and employees, at their option, authorized payroll withholdings to pay premiums for dependents. All premiums were paid to a licensed insurer.

GOMEZ & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

6750 W. LOOP SOUTH, SUITE 520

HOUSTON, TEXAS 77401

TEL: (713) 666-5900

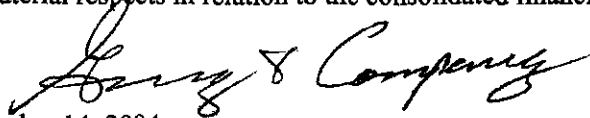
FAX: (713) 666-1049

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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To The Board of Directors of
Cosmos Foundation, Inc. dba Harmony Science Academy
Houston, Texas

Our report on our audit of the consolidated financial statement of Cosmos Foundation, Inc. dba Harmony Science Academy (HSA) for year ended August 31, 2004 appears on page 1. The audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The Financial Statements and Schedules for Individual Charter School are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.



December 14, 2004

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2004

ASSETS

Assets:	
Cash	\$ 61,928
Grants Receivable	153,372
Building	136,177
Equipment and Furniture	76,605
Accumulated Depreciation	(58,393)
Other assets	<u>4,650</u>
Total Assets	<u>\$ 374,340</u>

LIABILITIES AND NET ASSETS

Liabilities:	
Accounts Payable	\$ 192,807
Payroll Taxes Payable	2,231
Notes Payable	47,086
Accrued Liabilities	<u>115,942</u>
Total Liabilities	<u>358,065</u>
Net Assets:	
Unrestricted	16,275
Restricted	<u> </u>
Total Net Assets	<u>16,275</u>
Total Liabilities and Net Assets	<u>\$ 374,340</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2004

ASSETS

Assets:

Cash	\$	3,050
Grants Receivable		2,760
Other assets		<u>0</u>

Total Assets \$ 5,810

LIABILITIES AND NET ASSETS

Liabilities:

Accounts Payable	\$	51,468
Notes Payable		<u>168,150</u>

Total Liabilities 219,618

Net Assets:

Unrestricted		(213,808)
Restricted		<u> </u>

Total Net Assets (213,808)

Total Liabilities and Net Assets \$ 5,810

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

DALLAS CAMPUS

STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2004

ASSETS

Assets:	
Cash	\$ 3,591
Grants Receivable	0
Other assets	<u>13,735</u>
Total Assets	<u>\$ 17,326</u>

LIABILITIES AND NET ASSETS

Liabilities:	
Accounts Payable	\$ 0
Notes Payable	<u>30,000</u>
Total Liabilities	<u>30,000</u>
Net Assets:	
Unrestricted	(12,674)
Restricted	<u> </u>
Total Net Assets	<u>(12,674)</u>
Total Liabilities and Net Assets	<u>\$ 17,326</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

SUPPLEMENTAL STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES			
Local Support:			
5740 Other Revenues from Local Sources	\$ 57,102	\$ 0	\$ 57,102
5750 Food Service Sales	<u>718</u>	<u>0</u>	<u>718</u>
Total Local Support	57,820	0	57,820
State Program Revenues:			
5810 Foundation School Program Act Revenues		2,001,485	2,001,485
5820 State Program Revenues Distributed by Texas Education Agency		10,759	10,759
5830 State Revenues from State of Texas Government Agencies (Other than Texas Education Agency)		<u>18,335</u>	<u>18,335</u>
Total State Program Revenues	<u>0</u>	2,030,579	2,030,579
Federal Program Revenues:			
5920 Federal Revenues Distributed by Texas Education Agency		<u>215,722</u>	<u>215,722</u>
Total Federal Program Revenues	<u>0</u>	215,722	215,722
Net assets released from restrictions:			
Restrictions satisfied by payments	<u>2,246,301</u>	<u>(2,246,301)</u>	
Total Revenues	<u>2,304,121</u>	<u>0</u>	<u>2,304,121</u>
EXPENSES			
11 Instruction	1,333,532		1,333,532
12 Instructional Resources and Media Services	406		406
13 Curriculum and Staff Development	14,807		14,807
21 Instructional Leadership	233		233
23 School Leadership	3,362		3,362
31 Guidance, Counseling and Evaluation			

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

SUPPLEMENTAL STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
33 Health Services	42		42
34 Student (Pupil) Transportation	264		264
35 Food Services	99,372		99,372
36 Cocurricular/Extracurricular Activities	3,898		3,898
41 General Administration	539,452		539,452
51 Plant maintenance and Operations	374,883		374,883
52 Security and Monitoring Services	6,050		6,050
53 Data Processing Services	2,360		2,360
	<u>2,378,661</u>	<u>0</u>	<u>2,378,661</u>
Total Expenses			
Change in Net Assets	(74,539)		(74,539)
Net Assets, beginning of year	<u>90,814</u>		<u>90,814</u>
Net Assets, ending of year	<u>\$ 16,275</u>	<u>\$ 0</u>	<u>\$ 16,275</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

SUPPLEMENTAL STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES			
Local Support:			
5740 Other Revenues from Local Sources	\$ 201,575	\$ 0	\$ 201,575
5750 Other Revenue	<u>31,550</u>	<u>0</u>	<u>31,550</u>
Total Local Support	233,125	0	233,125
State Program Revenues:			
5810 Foundation School Program Act Revenues		491,434	491,434
5820 State Program Revenues Distributed by Texas Education Agency		1,041	1,041
5830 State Revenues from State of Texas Government Agencies (Other than Texas Education Agency)		<u>34,134</u>	<u>34,134</u>
Total State Program Revenues	<u>0</u>	<u>526,609</u>	<u>526,609</u>
Federal Program Revenues:			
5920 Federal Revenues Distributed by Texas Education Agency		<u>336,765</u>	<u>336,765</u>
Total Federal Program Revenues	<u>0</u>	<u>336,765</u>	<u>336,765</u>
Net assets released from restrictions:			
Restrictions satisfied by payments	<u>863,374</u>	<u>(863,374)</u>	<u>0</u>
Total Revenues	<u>1,096,499</u>	<u>0</u>	<u>1,096,499</u>
EXPENSES			
11 Instruction	476,930		476,930
12 Resource & Media	29,200		29,200
13 Curriculum and Staff Development	887		887
23 School Leadership	74,256		74,256
33 Health Services	2,594		2,594

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

SUPPLEMENTAL STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
35 Food Services	36,525		36,525
36 Cocirricular/Extracirricular Activities	6,697		6,697
41 General Administration	130,629		130,629
51 Plant maintenance and Operations	284,265		284,265
52 Security Services	611		611
61 Community Services	<u>955</u>		<u>955</u>
 Total Expenses	 <u>1,043,549</u>	 <u>0</u>	 <u>1,043,549</u>
 Change in Net Assets	 52,950	 0	 52,950
Net Assets, beginning of year	<u>(266,758)</u>	<u>0</u>	<u>(266,758)</u>
 Net Assets, ending of year	 <u>\$ (213,808)</u>	 <u>\$ 0</u>	 <u>\$ (213,808)</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

DALLAS CAMPUS

SUPPLEMENTAL STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES			
Local Support:			
5740 Other Revenues from Local Sources	\$ 20,732	\$ 0	\$ 20,732
Total Local Support	20,732	0	20,732
Net assets released from restrictions:			
Restrictions satisfied by payments	_____	_____	_____
Total Revenues	<u>20,732</u>	<u>0</u>	<u>20,732</u>
EXPENSES			
11 Instruction	19,671		19,671
51 Plant maintenance and Operations	<u>13,735</u>	<u>0</u>	<u>13,735</u>
Total Expenses	<u>33,406</u>	<u>0</u>	<u>33,406</u>
Change in Net Assets	<u>12,674</u>	<u>0</u>	<u>(12,674)</u>
Net Assets, ending of year	<u>\$ (12,674)</u>	<u>\$ 0</u>	<u>\$ (12,674)</u>

See accompanying notes to financial statements.

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED AUGUST 31, 2004

Cash Flows From Operating Activities	
Increase (Decrease) in net assets	\$ (74,539)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities	
Depreciation	38,422
(Increase) decrease in accounts receivable	(30,947)
Increase (decrease) in accounts payable	(12,599)
Increase (decrease) in other accrued liabilities	115,942
Increase (decrease) in deferred expenses	(1,852)
Increase (decrease) in payroll taxes	<u>(11,583)</u>
Net Cash Provided (Used) by Operating Activities	<u>22,844</u>
Cash Flows From Investing Activities	
Plant & equipment purchases	<u>(64,697)</u>
Net Cash Provided (Used) by Investing Activities	<u>(64,697)</u>
Cash Flows From Financing Activities	
Proceeds from debt	49,953
Payments on debt	<u>(2,867)</u>
Net Cash Provided (Used) by Financing Activities	<u>47,086</u>
NET INCREASE (DECREASE) IN CASH	5,233
CASH AT BEGINNING OF YEAR	<u>56,695</u>
CASH AT END OF YEAR	<u>\$ 61,928</u>

Supplemental Disclosures

Cash Paid During the Year for:

Interest	<u>\$ 553</u>
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See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED AUGUST 31, 2004

Cash Flows From Operating Activities	
Increase (Decrease) in net assets	\$ 52,950
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities	
(Increase) decrease in accounts receivable	1,423
Increase (decrease) in accounts payable	<u>14,389</u>
Net Cash Provided (Used) by Operating Activities	<u>68,762</u>
Cash Flows From Investing Activities	
Cash Flows From Financing Activities	
Payments on debt	<u>(66,796)</u>
Net Cash Provided (Used) by Financing Activities	<u>(66,796)</u>
NET INCREASE (DECREASE) IN CASH	1,966
CASH AT BEGINNING OF YEAR	<u>1,084</u>
CASH AT END OF YEAR	<u>\$ 3,050</u>
<u>Supplemental Disclosures</u>	
Cash Paid During the Year for:	
Interest	<u>\$ 2,639</u>

See accompanying notes to financial statements.

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

DALLAS CAMPUS

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED AUGUST 31, 2004

Cash Flows From Operating Activities	
Increase (Decrease) in net assets	\$ (12,674)
Adjustments to reconcile net income to cash:	
(Increase) decrease in other assets	<u>(13,735)</u>
Net Cash Provided (Used) by Operating Activities	<u>(26,409)</u>
Cash Flows From Financing Activities	
Proceeds from debt	<u>30,000</u>
Net Cash Provided (Used) by Financing Activities	<u>30,000</u>
NET INCREASE (DECREASE) IN CASH	<u>3,591</u>
CASH AT END OF YEAR	<u>\$ 3,591</u>
<u>Supplemental Disclosures</u>	
Cash Paid During the Year for:	
Interest	<u>0</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED AUGUST 31, 2004

Expenses	
6100 Payroll Costs	\$ 1,532,853
6200 Professional and Contracted Services	631,468
6300 Supplies and Materials	104,144
6400 Other Operating Costs	109,642
6500 Debt	<u>553</u>
Total Expenses	\$ <u>2,378,661</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

DALLAS CAMPUS

SCHEDULE OF CAPITAL ASSETS

FOR THE YEAR ENDED AUGUST 31, 2004

	Ownership Interest		
	Local	State	Federal
1110 Cash	\$ 0	\$ 3,591	\$ 0
1510 Land and Improvements			
1520 Buildings and Improvements			
1531 Vehicles			
1539 Furniture and Equipment			
Total Property and Equipment	\$ 0	\$ 3,591	\$ 0

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance from Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Local Support:				
5740 Other Revenues From Local Sources	\$ 10,000	\$ 68,500	\$ 57,102	\$ (11,398)
5750 Food Service Sales	9,000	4,000	718	(3,282)
Total Local Support	19,000	72,500	57,820	(14,680)
State Program Revenues:				
5810 Foundation School Program Act Revenues	2,218,103	1,972,611	2,001,485	28,874
5820 State Program Revenues Dist. By TEA	11,750	11,750	10,759	(991)
5830 State Revenues-Texas Govt. Agencies	42,000	42,000	18,335	23,665
Total State Program Revenues	2,271,853	2,026,361	2,030,579	4,218
Federal Program Revenues:				
5920 Federal Revenues Dist. By TEA	101,876	186,500	215,722	29,222
Total Federal Program Revenues	101,876	186,500	215,722	29,222
Total Revenues	2,392,729	2,285,361	2,304,121	18,760
Expenses				
11 Instruction	1,301,862	1,251,507	1,333,532	(82,025)
12 Instructional Resources and Media Services	0	0	406	(406)
13 Curriculum and Staff Development	28,000	21,000	14,807	6,193
21 Instructional Leadership	0	0	233	(233)
23 School Leadership	69,454	3,204	3,362	(158)
31 Counseling	10,000	0	0	0
33 Health Services	26,766	0	42	(42)
34 Student (Pupil) Transportation	0	0	264	(264)
35 Food Services	70,500	95,200	99,372	(4,172)
36 Cocurricular/Extracurricular Activities	15,368	4,418	3,898	520
41 General Administration	383,569	483,769	539,452	(55,683)
51 Plant Maintenance and Operations	343,161	343,161	374,883	(31,722)

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

HOUSTON CAMPUS

BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance from Final Budget</u>
	<u>Original</u>	<u>Final</u>		
52 Security and Monitoring Services	1,500	2,300	6,050	(3,750)
53 Data Processing Services	1,500	2,300	2,360	(60)
81 Fund Raising	14,000	0	0	0
Total Expenses	<u>2,265,680</u>	<u>2,206,859</u>	<u>2,378,661</u>	<u>(171,802)</u>
Change in Net Assets	127,049	78,502	(74,539)	(153,041)
Net Assets, beginning of year	<u>133,242</u>	<u>133,242</u>	<u>90,814</u>	<u>0</u>
Net Assets, end of year	<u>\$ 260,291</u>	<u>\$ 211,744</u>	<u>\$ 16,275</u>	<u>\$ (153,041)</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance from Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Local Support:				
5740 Other Revenues From Local Sources	\$ 0	\$ 201,942	\$ 201,575	\$ (367)
5750 Food Service Sales	18,500	31,467	31,550	83
Total Local Support	18,500	233,409	233,125	(284)
State Program Revenues:				
5810 Foundation School Program Act Revenues	1,065,500	491,104	491,434	330
5820 School Program Revenues Dist. By TEA	0	1,041	1,041	0
5830 State Revenues-Texas Govt. Agencies	0	34,138	34,134	(4)
Total State Program Revenues	1,065,500	526,283	526,609	326
Federal Program Revenues:				
5920 Federal Revenues Distributed By TEA	345,000	334,793	336,765	1,972
Total Federal Program Revenues	345,000	334,793	336,765	1,972
Total Revenues	1,429,000	1,094,485	1,096,499	2,014
Expenses				
11 Instruction	519,275	474,069	476,930	(2,861)
12 Resource & Media	47,975	32,754	29,200	3,554
13 Curriculum and Staff Development	6,000	890	887	3
23 School Leadership	111,220	74,272	74,256	16
33 Health Services	0	2,595	2,594	1
35 Food Services	70,000	36,535	36,525	10
36 Cocurricular/Extracurricular Activities		6,697	6,697	0
41 General Administration	128,490	125,706	130,629	(4,923)
51 Plant Maintenance and Operations	304,335	284,251	284,265	(14)
52 Security Services	500	612	611	1
61 Community Services	0	0	955	(955)
62 Administrative Support Services		955		955
71 Debt Service	240,000	0	0	0
Total Expenses	1,427,795	1,039,336	1,043,549	(4,213)

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

AUSTIN CAMPUS

BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED AUGUST 31, 2004

	<u>Budget Amounts</u>		<u>Actual Amounts</u>	<u>Variance from Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Change in Net Assets	1,205	55,149	52,950	(2,199)
Net Assets, beginning of year	3,330	(271,425)	(266,758)	
Net Assets, end of year	<u>\$ 4,535</u>	<u>\$ (216,276)</u>	<u>\$ (213,808)</u>	<u>\$ (2,199)</u>

See accompanying notes to financial statements

COSMOS FOUNDATION INC., dba HARMONY SCIENCE ACADEMY

DALLAS CAMPUS

BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED AUGUST 31, 2004

	Budgeted Amounts		Actual Amounts	Variance from Final Budget
	Original	Final		
Revenues				
Local Support:				
5740 Other Revenues From Local Sources	\$ 0	\$ 82,000	\$ 20,732	\$ (61,268)
Total Local Support	0	82,000	20,732	(61,268)
Total Revenues	0	82,000	20,732	(61,268)
Expenses				
11 Instruction	0	19,495	19,671	(176)
51 Plant Maintenance and Operations	0	46,900	13,735	33,165
Total Expenses	0	66,395	33,406	32,989
Change in Net Assets	0	15,605	(12,674)	(28,279)
Net Assets, end of year	\$ 0	\$ 15,605	\$ (12,674)	\$ (28,279)

See accompanying notes to financial statements.

GOMEZ & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

6750 W. LOOP SOUTH, SUITE 520

HOUSTON, TEXAS 77401

TEL: (713) 666-5900

FAX: (713) 666-1049

<http://www.gomezandco.com>

**REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER
FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To The Board of Directors of
Cosmos Foundation, Inc. dba Harmony Science Academy
Houston, Texas

We have audited the financial statements of Cosmos Foundation, Inc. dba Harmony Science Academy (HSA) as of and for the year ended August 31, 2004, and have issued our report thereon dated December 14, 2004. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

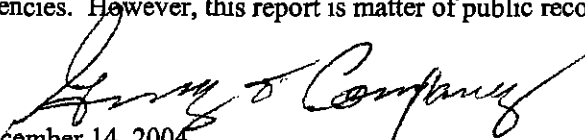
As part of obtaining reasonable assurance about whether HSA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered HSA's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we considered to be material weaknesses.

We also noted other matters involving the internal control over financial reporting, which we have reported to management of HSA in a separate letter dated December 14, 2004.

This report is intended for the information of the board of directors, management and the federal awarding agencies. However, this report is matter of public record, and its distribution is not limited.


December 14, 2004

GOMEZ & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

6750 W. LOOP SOUTH, SUITE 520

HOUSTON, TEXAS 77401

TEL: (713) 666-5900

FAX: (713) 666-1049

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To The Board of Directors of
Cosmos Foundation, Inc. dba Harmony Science Academy
Houston, Texas

Compliance

We have audited the compliance of Cosmos Foundation, Inc. dba Harmony Science Academy (HSA) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* that are applicable to each of its major federal programs for the year ended August 31, 2004. HSA's major federal programs are identified in the summary of auditor's result section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of HSA's management. Our responsibility is to express an opinion on HSA's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about HSA's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on HSA's compliance with those requirements.

In our opinion, HSA complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended August 31, 2004.

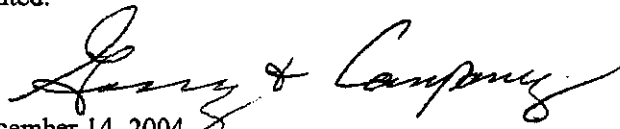
Internal Control Over Compliance

The management of HSA is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered HSA's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with the applicable requirements of law, regulations, contracts and grants that would be

material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended for the information of the board of directors, management and the federal awarding agencies and pass-through entities. However, this report is a matter of public record, and its distribution is not limited.


December 14, 2004

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2004

Summary of Audit Results

1. Unqualified opinion issued on financial statements.
2. No reportable conditions or material weaknesses on internal control over financial statements.
3. No instances of noncompliance which is material to the financial statements.
4. No reportable conditions or material weaknesses on internal control over major programs.
5. Unqualified opinion issued on compliance with major programs.
6. The audit did not disclose any audit findings which are required to be reported under section .510 (a) of OMB A-133.
7. Major programs:
 - U.S. Department of Education CFDA Number 84.282A
 - Passed – Through Texas Education Agency
 - Public Charter Schools Grant
8. A \$500,000.00 threshold was used to distinguish between Type A and Type B programs as described in section .520 (b) of OMB A-133.
9. Agency qualifies as a low-risk auditee.

Current Year Findings

No audit findings were noted as per governmental auditing standards and Section 510 (a) of OMB A-133

Questioned
Costs

\$ -0-

Summary Schedule of Prior Year Findings

No audit findings were noted as per Section .300 (f) of OMB A-133 for the year ended August 31, 2004.

\$ -0-

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED AUGUST 31, 2004

<u>Federal Grantor/ Pass - Through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass - Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Education</u>			
Passed - Through Texas Education Agency:			
Public Charter Schools Grant	84.282A	3590001351130007	\$ 275,000
IDEA - B, Formula	84.027A	04660001101846	45,511
IDEA - B, Formula	84.027A	04660001227816	17,668
IDEA - B, Formula	84.027A	04660404101846	1,045
IDEA - B, Formula	84.027A	04660404227816	279
Title IV Safe & Drug Free	84.186A	04691001101846	1,969
Title IV Safe & Drug Free	84.186A	04691001227816	322
Title II, Part A - Teacher / Principal	84.367A	04694501101846	15,233
Title II, Part A - Teacher / Principal	84.367A	04694501227816	3,788
ESEA Title I	84.010A	04610101101846	64,559
ESEA Title I	84.010A	04610101227816	19,264
T-V Innovative	84.298A	04685001101846	1,247
T-V Innovative	84.298A	04685001227816	383
Enhancing Ed through Technology	84.318X	04630001101846	2,357
Total U.S. Department of Education			<u>448,625</u>
<u>U.S. Department of Agriculture</u>			
Passed - Through Texas Education Agency			
School Breakfast Program	10.553	7140301	10,531
National School Lunch	10.555	7130301	93,331
Total U.S. Department of Agriculture			<u>103,862</u>
Total Federal Financial Assistance			<u>\$ 552,487</u>

COSMOS FOUNDATION, INC. dba HARMONY SCIENCE ACADEMY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOT THE YEAR ENDED AUGUST 31, 2004

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying schedule of federal, state and local awards is prepared on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

ATTACHMENT K

Credit Report

COPYRIGHT MATERIAL

8 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.

ATTACHMENT L

IRS Filing

990 FORM

PAGES 326 - 339 = 14 PAGES

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

14 PAGES HAVE BEEN WITHHELD

ATTACHMENT M

**Letters Indicating Source of Private Funds
Or Lines of Credit**



Premium CreditLine for Business Agreement

Bank of America, N.A.
 Client Credit Services - Documentation & Servicing
 Small Business/Premier Banking
 TX1-609-06-01
 P.O. Box 830632
 Dallas, TX 75283-0632

Date of Agreement: December 3, 2003

Primary Borrower Name(s) and Address

Cosmos Foundation, Inc.
 5435 Braeswood Blvd
 Houston, TX 77096-4001

Credit Limit:	\$25,000.00	Account Number:	[REDACTED]
---------------	-------------	-----------------	------------

INTRODUCTION. This Agreement dated, and effective as of December 3, 2003, is entered into between Cosmos Foundation, Inc. (the "Borrower") and Bank of America, National Association (the "Bank") concerning the Borrower's Premium CreditLine for Business Agreement ("Agreement") with the Bank. Borrower agrees to the following terms and conditions:

I. PREMIUM CREDITLINE FOR BUSINESS

- A. **Nature of the Line.** The Bank has made available to the Borrower a revolving CreditLine ("Line") in the principal amount shown above as "CreditLine Amount" subject to the terms and conditions of this Agreement. This means that the Borrower, or any person provided for in Section I. C. and I. D. below, may request an advance of all or a part of the Line at any time while the Line is available.
- B. **Advances.** Advances under the Line may be in any amount not to exceed the remaining credit available. Advances may be made by writing a preprinted "Special Convenience Check" or by telephone authorization deposited into the Borrower's designated business checking account, if any, or such other of the Borrower's accounts with the Bank as designated by the Borrower in writing (the "Account").
- C. **Telephone Authorization.** The Bank may honor telephone instructions for advances or repayments given by any one of the individuals who signed this Agreement on behalf of Borrower, or any other individual designated by any one of such authorized individuals. Repayments authorized by telephone shall be withdrawn from the Borrower's Account. The Borrower indemnifies and excuses the Bank (including its officers, employees, and agents) from all liability, loss, and costs in connection with any act resulting from telephone instructions it reasonably believes are made by an individual authorized by the Borrower to give such instructions. This indemnity and excuse will survive this Agreement's termination.
- D. **Special Convenience Checks.** The Bank will issue Special Convenience Checks ("checks") to the Borrower at no cost. The Borrower may obtain advances under the Line (up to the remaining available) by writing checks. Each paid check will be charged to the Line. Checks may be signed by any one individual who signed this Agreement on behalf of Borrower. Only one signature shall be required on any check.
- E. **Default.** The Bank may, in its sole discretion, refuse to make advances hereunder if an Event of Default has occurred (as defined in Section VI, below).
- F. **Availability of the Line.** Advances under the Line will be available until the earlier of the following: (1) the date the Bank terminates the Line because of an Event of Default pursuant to Section VI (the "Termination Date"); or (2) the date the Line is cancelled by the Borrower or the Bank pursuant to Section III (the "Cancellation Date"). On either the Termination or Cancellation Date, no further advances will be made available to the Borrower.
- G. **Credit Limit.** A credit limit has been set on the Line and is shown above as "Credit Limit." The Borrower agrees not to allow the principal amount that the Borrower owes at any one time under this Agreement to exceed the Credit Limit. The Bank does not have to honor any request for an advance which, when added to the unpaid balance, would exceed the Credit Limit.
- H. **Payments.** Borrower's minimum "Regular Payment" will be as follows:
- Interest Only Option:** Requires the minimum payment to be the accrued interest, plus any unpaid fees.

Additional Payment Provisions:

- Borrower may pay the entire balance at any time or any portion thereof, but must make at least the minimum payment due on Borrower's Account for each billing cycle in which there is a balance outstanding. The due date for the *minimum payment is shown on the statement*. The amount of the minimum required payment due will be the amount of accrued interest, including any amounts past due, any amount that exceeds the Credit Limit and any other charges assessed as described in this Agreement.
- All sums received from the Borrower for application to the Line shall be applied to the Borrower's obligations under the Line in such order as determined by the Bank.
- Borrower may not make a payment on the Account with a Special Convenience Check.

II. PAYMENTS AND INTEREST

- A. Payments.** The Borrower can pay the balance of the credit outstanding under this Agreement in full or part at any time without premium or penalty. The Bank may accept partial payments, whether or not marked "paid in full" without losing our rights under this Agreement.

All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by Lender at the remittance address shown on Borrower's billing statement. Payments received at that address prior to 12:00 P.M. at the location specified, or if the payment is made at a banking center, by 2:00 P.M. on any business day will be credited to Borrower's CreditLine as of the date received. Business days are Monday through Friday, exclusive of legal holidays. If the due date falls on a Saturday, Sunday, or legal holiday, the due date will not be extended. If Lender receives payments at other locations, such payments will be credited promptly to Borrower's CreditLine, but crediting may be delayed for up to five (5) days after receipt.

B. Automatic Repayment (Auto Debit).

The Borrower has not chosen to have its principal and interest payments made pursuant to an Automatic Payment Service, but if Borrower does so during the term of this Agreement, the following terms will apply:

The Borrower hereby chooses to have its principal and interest payments made pursuant to an Automatic Payment Service, and authorizes the Bank to collect all sums due hereunder by charging the full amount thereof to a business checking account designated by the Borrower in writing. Should there be insufficient funds in the Account to pay when due all or any portion of the amount due, the full amount of such deficiency shall be immediately due and payable by the Borrower.

C. Interest Rate

1. The principal balance outstanding under this Agreement shall bear interest at a fluctuating interest rate per annum equal to an Index, plus 6.875 percentage points. The "Index" is the Prime Rate, as published daily in the "Money Rates" table of the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used. The Index is not necessarily the lowest rate charged by Lender on Lender's loans. If the Index becomes unavailable during the term of this Agreement, Lender may designate a substitute index after notice to Borrower. Adjustments to the interest rate resulting from changes in the Index will take effect monthly.
 2. Computation of Interest and Fees. All computations of interest and fees made or called for hereunder shall be calculated on the basis of the actual number of days the unpaid principal balance is outstanding divided by a 365 day year (366 for leap years), as appropriate.
 3. Default Rate. At the Bank's sole option in each instance, any amount not paid when due under this Agreement (including interest) shall bear interest from the due date at the interest rate shown above in paragraph C.1 plus six percentage points. This may result in compounding of interest. This will not constitute a waiver of default.
 4. It is the intention of the parties to comply with applicable usury laws. The parties agree that the total amount of interest contracted for, charged, collected, or received by the Bank under this Agreement shall not exceed the maximum rate permitted under federal or other law applicable to the indebtedness evidenced by this Agreement.
- D. Promise to Pay.** The Borrower promises to pay according to the terms of this Agreement, all amounts outstanding and fees and costs which may be assessed under this Agreement including, but not limited to, reasonable attorneys' fees (which may include the allocated costs of in-house counsel), court costs, and collection costs, all to the extent permitted by law.

III. FEES AND OTHER TERMS

- A. CreditLine Fees.** Upon the date of this Agreement, the Borrower will pay any required fees, including, but not limited to, a nonrefundable fee of \$200.00. The fee(s) may be treated as a principal advance from the Line or may be paid in cash. The advance will be subject to all the terms of this Agreement. In addition, an annual fee of ½ percent of the commitment amount (example based on CreditLine amount above – \$125.00) will be assessed as a principal advance on the Line in the 13th

monthly billing cycle after the date of this Agreement and annually thereafter, whether or not the Borrower uses the Line. There is no annual fee for the first year. The annual fee is non-refundable, and the Borrower shall owe it once it is posted to the Line, even if the Line is subsequently changed, suspended, or terminated for any reason.

- B. **Statement Copies.** A fee may be charged for each statement copy requested, plus an hourly charge for any necessary research time, to the extent permitted by law.
- C. **Returned CreditLine Checks.** Any check written but not honored by the Bank will be subject to a Returned CreditLine Check fee of \$24.00.
- D. **Returned Item Fee.** The Borrower may be charged a \$24.00 returned item fee each time a payment is returned or if there are insufficient funds in the Account when a payment is attempted through Automatic Payment Service.
- E. **Stop Payments.** The Borrower may stop payment on a check as long as the request is received by the Bank prior to the time the check is posted to the Line; however, Borrower will not hold the Bank liable if the Bank tries to stop payment of a Special Convenience Check and is unable to do so. The request to stop payment must include the information that the Bank requires. The Borrower may be charged a fee to place or renew a stop payment order. A stop payment shall be effective for 180 days unless renewed.
- F. **Check Certification.** The Bank will not certify checks.
- G. **Lost or Stolen Checks.** The Borrower must notify the Bank immediately at the Bank of America Address shown on the monthly statement if any checks are lost or stolen.
- H. **Cancelled Checks.** The Bank will not return the cancelled checks to the Borrower, but will retain photocopies for eight (8) years. The Borrower agrees to examine the monthly billing statement on the Line promptly in order to identify improper or unauthorized transactions. If the Borrower requests a copy of a check, the Borrower must write a letter to the Bank, including the Line number, the check number and amount, and the date that the check posted to the billing statement. The Bank may charge a fee for providing a copy of check(s).
- I. **Authorized Use.** The checks issued to the Borrower must be used only by the Borrower. If the Borrower permits anyone else to use its checks without the Bank's consent, the Borrower will be obligated to pay for any advances obtained by that person plus any interest and other charges attributable to such advances.
- J. **Cancellation.**
 1. The Borrower may cancel this Agreement by written notice to the Bank. The Borrower's request will take effect at the time it is received by the Bank. If there is more than one Borrower, the Bank may treat a request by one of them under this paragraph as a request by all of them. At the time of cancellation, the outstanding balance, including any fees and charges, will be immediately due and payable.
 2. The Bank may cancel this Agreement at any time and for any reason by giving written notice to the Borrower. Even though the Account is cancelled, Borrower is still liable for all advances and charges made on the Account. Upon cancellation, the outstanding balance will be repayable in monthly installments over a term, determined at the sole option of the bank, not to exceed 48 months.
- K. **Return of Checks.** At the Bank's request, or in the event of cancellation or termination, the Borrower will return to the Bank any unused checks. If any such event occurs, the Bank may return unpaid any checks presented against the Line.

IV. FINANCIAL STATEMENTS

The Borrower represents and warrants that:

- A. Statements and data submitted in writing by the Borrower to the Bank in connection with this request for credit are true and correct, and said statements truly present the financial condition of the Borrower as of the date thereof and the results of the operations of the Borrower for the period covered thereby, and have been prepared on a consistently maintained basis, in accordance with generally accepted accounting principles or another basis acceptable to the Bank. Since such date there have been no material adverse changes in the ordinary course of business. The Borrower has no knowledge of any liabilities, contingent or otherwise, at such date not reflected in said statements, and the Borrower has not entered into any special commitments or substantial contracts which are not reflected in said statements, other than in the ordinary and normal course of its business, which may have a materially adverse effect upon its financial condition, operations or business as now conducted.
- B. The representation and warranty contained in Section IV.A. above shall apply to each financial statement submitted pursuant to Section V.B., herein and shall be continuous and shall be automatically restated for each such financial statement as of the date of such statement.

V. COVENANTS

The Borrower agrees that so long as credit is available under this Agreement and until the Bank is repaid in full, it will, unless the Bank shall otherwise consent in writing:

- A. **Insurance.** Maintain public liability, property damage and worker's compensation insurance and insurance on all its insurable property against fire and other hazards with responsible insurance carriers to the extent usually maintained by similar businesses.
- B. **Records and Reports.** Maintain a standard and modern system of accounting in accordance with generally accepted accounting principles or another basis acceptable to the Bank; permit the Bank's representatives to have access to and to examine its properties, books and records at all reasonable times; and furnish the Bank:
1. Promptly, a notice in writing of the occurrence of any event of default hereunder or of any event that would become an event of default hereunder upon giving of notice, lapse of time, or both.
 2. Financial statements and other information relating to the affairs of the Borrower and any guarantors as the Bank may request from time to time.
- C. **Type of Business.** Not make any substantial change in the character of its business.
- D. **Purpose.** Use the proceeds of the credit provided in this Agreement solely for business purposes.
- E. **Outside Indebtedness.** Not create, incur, assume or permit to exist any indebtedness for borrowed money other than loans from the Bank except obligations now existing as shown on the credit application or the personal financial statement or data submitted with such application pursuant to Section V.A., herein; or sell or transfer, either with or without recourse, any accounts or notes receivable or any money due or to become due.
- F. **Liens and Encumbrances.** Not create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or nonpossessory) or other encumbrance of any kind (including without limitation, the charge upon property purchased under conditional sale or other title retention agreement) upon or on any of its property or assets, or sell, assign, pledge or otherwise transfer for security any of its accounts, contract rights, general intangibles, or chattel paper with or without recourse, whether now owned or hereafter acquired (hereinafter collectively called "Liens"), other than (1) Liens for taxes not delinquent or being contested in good faith in appropriate proceedings; (2) Liens in connection with worker's compensation, unemployment insurance or social security obligations; (3) Mechanics', workmens', materialmens', landlords', carriers', or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested in good faith; (4) Liens on margin stock as defined with Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, and (5) Liens in favor of the Bank.
- G. **Loans, Secondary Liabilities.** Not make any loans or advances to any person or other entity other than in the ordinary and normal course of its business as now conducted; or guarantee or otherwise become liable upon the obligation of any person or other entity, except by endorsement of negotiable instruments for deposit or collection in the ordinary and normal course of its business.
- H. **Acquisition or Sale of Business; Merger or Consolidation.** Not purchase or otherwise acquire the assets or business of any person or other entity, or liquidate, dissolve, merge or consolidate, or commence any proceedings therefore; or sell any assets except in the ordinary and normal course of its business as now conducted, or sell, lease, assign, or transfer any substantial part of its business or fixed assets, or any property or other assets necessary for the continuance of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same.
- I. **Compliance with Laws.** Comply with the laws, regulations and orders of any government body with authority over the Borrower's business.
- J. **Authority.** The Borrower, by and through the undersigned, has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of the Borrower

VI. EVENTS OF DEFAULT

The occurrence of any of the following events of default shall, at the Bank's option, terminate the Bank's obligation to extend credit under this Agreement, and make all sums of principal and interest, fees and charges owing, immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived and the Bank may exercise all its rights against the Borrower, any guarantor and any collateral as provided by law.

- A. **Failure to Pay Indebtedness.** Failure to pay when due any obligation of the Borrower to the Bank.
- B. **Other Defaults.** The occurrence of any event of default whether or not waived by the obligee under any other indebtedness extended by any institution or individual to the Borrower.
- C. **Breach of Covenant.** Failure of the Borrower to perform any other term or condition of this Agreement binding upon the Borrower.
- D. **Breach of Warranty.** Any of the Borrower's representations or warranties made herein or any statement or certificate at any time given pursuant hereto or in connection herewith shall be false or misleading in any material respect.
- E. **Insolvency; Receiver or Trustee.** The Borrower, any guarantor of the indebtedness of the Borrower to the Bank or general partner of the Borrower shall become insolvent; or admit its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business.

- F. **Judgments, Attachments.** Any money judgment, writ, or warrant of attachment, or similar process shall be entered or filed against the Borrower or any guarantor of any of the Borrower's obligations to the Bank or any of its assets and shall remain unvacated, unbonded or unstayed for a period of ten days or in any event later than five days prior to the date of any proposed sale thereunder.
- G. **Bankruptcy.** Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower, any guarantor of the indebtedness of the Borrower to the Bank or general partner of the Borrower.
- H. **Material Adverse Change.** A material adverse change occurs in the Borrower's financial condition or the financial condition of any guarantor of the Borrower's obligations to the Bank, which, in the opinion of the Bank, would affect the ability of the Borrower to repay any advances made by the Bank hereunder or any other of the Borrower's obligations hereunder, or of such guarantor to perform under its guaranty.
- I. **Guaranty.** Any guaranty of the indebtedness of the Borrower to the Bank, at any time after the execution and delivery of such guaranty and for any reason other than satisfaction in full of all indebtedness incurred hereunder, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty; or any financial information provided by any guarantor is false or misleading in any material respect.
- J. **Death.** The Borrower or any guarantor dies; if the Borrower is a sole proprietorship, any owner dies; if the Borrower is a trust, a trustor dies; if the Borrower is a partnership, any general partner dies; or if the Borrower is a corporation, any principal officer or majority stockholder dies.
- K. **Government Action.** Any government authority takes action that the Bank believes materially adversely affects the Borrower's or any guarantor's financial condition or ability to repay.
- L. **Revocation or Termination of Trust.** If any Borrower, grantor, guarantor, pledgor, accommodation party or other obligor on the indebtedness evidenced hereby or any of the related documents is a trust or the trustee(s) of a trust, such trust is revoked or otherwise terminated or all or a substantial part of such trust's assets are distributed or otherwise disposed of, or in the case of a revocable trust, the grantor of such trust dies.
- M. **Insecurity.** Bank deems itself insecure.

VII. MISCELLANEOUS PROVISIONS

- A. **Delay in Enforcement.** Bank may delay or waive the enforcement of any of Bank's rights under this Agreement without losing that right or any other right. If Bank delays or waives any of Bank's rights, Lender may enforce that right at any time in the future without advance notice. For example, not terminating Borrower's account for non-payment will not be a waiver of Lender's right to terminate Borrower's account in the future if Borrower has not paid. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
- B. **Other Agreements.** Nothing herein shall in any way limit the effect of the conditions set forth in any security or other agreement executed by the Borrower, but each and every condition hereof shall be in addition thereto.
- C. **Governing Law.** Texas Law. This Agreement is governed by Texas state law.
- D. **Information Verification/Waiver.** Borrower authorizes Bank at any time to verify or check any information given by Borrower to Bank, check Borrower's credit references, verify employment and receive from and give information to credit reporting agencies. The Borrower waives its right to the confidentiality of its residence address in the records of any department of motor vehicles or similar state agency, and authorizes the Bank to request its residence address from such agency.
- E. **Venue.** Any lawsuit relating to the Agreement may be brought in a court in any county in the state of Texas.
- F. **Severability.** If any provision of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.
- G. **Successors and Assigns.** This Agreement is binding on the Borrower's and the Bank's successors and assigns. The Borrower agrees that it may not assign this Agreement without the Bank's prior consent.
- H. **Multiple Borrowers.** If there are two or more Borrowers under this Agreement, each will be individually obligated to repay the Bank in full, and all will be obligated together. The Bank may terminate the availability of credit under this Agreement if the Bank receives conflicting instructions from the Borrowers.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- J. **Change in Marital Status.** A court decree for divorce or separation or a non-court approved mutual agreement does not affect, eliminate or reduce any person's liability under this Agreement unless Bank is a party to the decree or agreement.
- K. **Change of Terms.** The Bank may change any term or condition of this Agreement, to the extent permitted by law, by providing written notice to the Borrower. Any such change shall apply to any unpaid balance outstanding under this Agreement as well as any future transactions under this Agreement.

- L. **Notice.** As required herein, notice to the Bank shall be sent to the address shown on the Borrower's latest billing statement, to be effective when received. Any written notice to the Borrower shall be sent to the Borrower's address in the Bank's records, to be effective when deposited in the U.S. mail, postage prepaid, unless otherwise stated in the notice. The Borrower agrees to notify the Bank promptly in writing of a change in the Borrower's mailing address.
- M. **Costs.** If the Bank incurs any expense in connection with administering or enforcing this Agreement, or if the Bank takes collection action under this Agreement, it is entitled to costs and reasonable attorneys' fees, including any allocated costs of in-house counsel. At the Bank's option, the Bank may add these costs to the principal amount outstanding under this Agreement.
- N. **Collection Calls.** If Borrower is in default under this Agreement, Borrower agrees to accept calls regarding the collection of this Agreement at any residence or place of employment. The calls can be automatically dialed and a recorded message may be played. Borrower agrees that such calls will not be "unsolicited" calls for the purposes of any federal, state or local law.
- O. **Attorneys' Fees.** In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys' fees, as determined by the court or arbitrator (including any allocated costs of in-house counsel).
- P. **Telephone Monitoring.** To the extent not prohibited by law, the Bank's supervisory Quality Control personnel may listen to or record telephone calls between the Borrower and the Bank's customer service employees for the purpose of monitoring the quality of service the Borrower receives. Borrower agrees that monitoring or recording may be done and that no additional notice to Borrower or additional approval from Borrower is needed.
- Q. **Jury Waiver.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.
- R. **Affiliate Sharing Notice.** From time to time Bank of America, N.A. may share information about your experience with Bank of America Corporation (or any successor company) and its subsidiaries and affiliated companies, including Bank of America companies and other affiliates such as Equicredit ("Bank of America Affiliates"). Bank of America may also share information contained in any applications and information it may obtain about you from outside sources with the Bank of America Affiliates, provided that you may instruct us that you prefer that we not share this application and outside information with the Bank of America Affiliates by sending your request to Bank of America, Customer Information Operations, P.O. Box 27025, Richmond, VA 23261-7025, and including your name, address, phone number, account number(s) and social security number. If you make this election, certain products or services may not be made available to you.
- S. **ARBITRATION.**
1. This paragraph concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to (i) this agreement (including any renewals, extensions or modifications); (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.
 2. At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U. S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.
 3. Arbitration proceedings will be determined in accordance with the Act, the applicable rules and procedures for the arbitration of disputes of JAMS or any successor thereof ("JAMS"), and the terms of this paragraph. In the event of any inconsistency, the terms of this paragraph shall control.
 4. The arbitration shall be administered by JAMS and conducted, unless otherwise required by law, in any U. S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed \$5,000,000, upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within 90 days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional 60 days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced.
 5. The arbitrator(s) will have the authority to decide whether any Claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on JAMS under applicable JAMS rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.
 6. This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.
 7. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

VIII. FINAL AGREEMENT

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

Notice of final agreement. THE WRITTEN LOAN AGREEMENT AND THE LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Each party who signs below, other than Bank of America, N.A. acknowledges, represents, and warrants to Bank of America, N.A. that it has received, read and understands this Notice of Final Agreement. This Notice is dated December 3, 2003.

IX. SIGNATURES

Agreement Date: December 3, 2003

BORROWER(S): Cosmos Foundation, Inc.

Cosmos Foundation, Inc.

By: 

Soner Tarim, Agent for Cosmos Foundation, Inc.

COSMOS FOUNDATION INC.

5435 S. Braeswood Houston, TX 77096 ♦ Tel: 713.729.4400 ♦ Fax: 713.729.6600


Pledge/Loan Promissory Letter

This letter serves as evidence of the undersigned support for Cosmos Foundation, Inc. to establish K-12 schools. For the value received, the undersigned promises to pledge to give to the order of Cosmos Foundation, acting by and through the Director of, or his successors, the sum of **twelve thousand dollars (\$12,000)**, without interest on or before **October 1, 2005**, to be used for the start-up costs for the proposed schools as determined by Texas Education Agency.

Twenty-five percent of this amount will be donation, and seventy-five percent of the amount will be loan to the foundation. This loan shall be due and payable upon demand after August 1, 2010. Cosmos Foundation Inc. reserves the right to prepay all or a portion of this loan without penalty and interest.

I believe that this effort is in the best interest of the children served in the community. I acknowledge that Cosmos Foundation will rely on this pledge in making commitments for start-up cost and general school expenditures. I understand that my donation to Cosmos Foundation is tax-deductible.

<u>Yetkin Yildirim</u>	<u></u>	<u>2/21/05</u>
Donor's Name	Signature	Date

<u></u>	<u>2/22/05</u>
Person Receiving Pledge	Date

COSMOS FOUNDATION INC.

5435 S. Braeswood Houston, TX 77096 ♦ Tel: 713.729.4400 ♦ Fax: 713.729.6600


Pledge/Loan Promissory Letter

This letter serves as evidence of the undersigned support for Cosmos Foundation, Inc. to establish K-12 schools. For the value received, the undersigned promises to pledge to give to the order of Cosmos Foundation, acting by and through the Director of, or his successors, the sum of **fifteen thousand dollars (\$15,000)**, without interest on or before **October 1, 2005**, to be used for the start-up costs for the proposed schools as determined by Texas Education Agency.

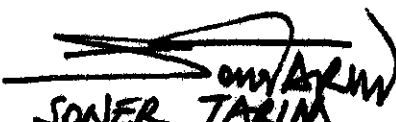
Twenty-five percent of this amount will be donation, and seventy-five percent of the amount will be loan to the foundation. This loan shall be due and payable upon demand after August 1, 2010. Cosmos Foundation Inc. reserves the right to prepay all or a portion of this loan without penalty and interest.

I believe that this effort is in the best interest of the children served in the community. I acknowledge that Cosmos Foundation will rely on this pledge in making commitments for start-up cost and general school expenditures. I understand that my donation to Cosmos Foundation is tax-deductible.

Naci Akgun
Donor's Name


Signature

02/10/05
Date


SONER TARIM
Person Receiving Pledge

2/10/05
Date

COSMOS FOUNDATION INC.

5435 S. Braeswood Houston, TX 77096 ♦ Tel: 713.729.4400 ♦ Fax: 713.729.6600

Pledge/Loan Promissory Letter

This letter serves as evidence of the undersigned support for Cosmos Foundation, Inc. to establish K-12 schools. For the value received, the undersigned promises to pledge to give to the order of Cosmos Foundation, acting by and through the Director of, or his successors, the sum of **Fourteen thousand dollars (\$14,000)**, without interest on or before **October 1, 2005**, to be used for the start-up costs for the proposed schools as determined by Texas Education Agency.

Twenty-five percent of this amount will be donation, and seventy-five percent of the amount will be loan to the foundation. This loan shall be due and payable upon demand after August 1, 2010. Cosmos Foundation Inc. reserves the right to prepay all or a portion of this loan without penalty and interest.

I believe that this effort is in the best interest of the children served in the community. I acknowledge that Cosmos Foundation will rely on this pledge in making commitments for start-up cost and general school expenditures. I understand that my donation to Cosmos Foundation is tax-deductible.

Dr. Gokturk Tunc
Donor's Name

Gokturk Tunc
Signature

2-21-2005
Date

Soner Tarim
SONER TARIM
Person Receiving Pledge

2/21/05
Date

COSMOS FOUNDATION INC.

5435 S. Braeswood Houston, TX 77096 ♦ Tel: 713.729.4400 ♦ Fax: 713.729.6600

Pledge/Loan Preliminary Letter

This letter serves as evidence of the undersigned support for Cosmos Foundation, Inc. to establish K-12 schools. For the value received, the undersigned promises to pledge to give to the order of Cosmos Foundation, acting by and through the Director of, or his successors, the sum of **nine thousand dollars (\$9,000)**, without interest on or before **October 1, 2005**, to be used for the start-up costs for the proposed schools as determined by Texas Education Agency.

Twenty-five percent of this amount will be donation, and seventy-five percent of the amount will be loan to the foundation. This loan shall be due and payable upon demand after August 1, 2010. Cosmos Foundation Inc. reserves the right to prepay all or a portion of this loan without penalty and interest.

I believe that this effort is in the best interest of the children served in the community. I acknowledge that Cosmos Foundation will rely on this pledge in making commitments for start-up cost and general school expenditures. I understand that my donation to Cosmos Foundation is tax-deductible.

Adem İsci
Donor's Name


Signature

2.10.05
Date


SONER TARIM
Person Receiving Pledge

2/10/05
Date

ATTACHMENT N

Start-up Budget

**Application for an Open-Enrollment Charter School –Eleventh Generation
Start Up Budget Template Instructions**

Instructions to complete start up budget template.

1. Enter the name of the sponsoring entity.
2. Enter the name of the proposed charter school:
3. Enter the date range for the proposed charter school's start up budget: to
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered in the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year* . Include a description and a dollar amount for each source of funds identified as a net asset.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues* . Include a description and a dollar amount for each source of funds identified as revenues.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses* .

**Application for an Open-Enrollment Charter School – Eleventh Generation
Summary of Estimated Revenues and Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

For the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 35,000	\$ -	\$ -	\$ 35,000
Total Estimated Revenues	\$ 105,000	\$ -	\$ -	\$ 105,000
Estimated Expenses:				
6100 Payroll Costs	25,197	-	-	25,197
6200 Professional and Contracted Services	31,500	-	-	31,500
6300 Supplies and Materials	39,500	-	-	39,500
6400 Other Operating Costs	8,000	-	-	8,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 104,197	\$ -	\$ -	\$ 104,197
Change in Net Assets	\$ 803	\$ -	\$ -	\$ 803
Net Assets at End of Year	\$ 35,803	\$ -	\$ -	\$ 35,803

**Application for an Open-Enrollment Charter School – Eleventh Generation
 Schedule of Net Assets at Beginning of Year**

Cosmos Foundation Inc.
 Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Loan from Cosmos Foundation	10,000	-	-	10,000
Line of Credit	25,000	-	-	25,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>

**Application for an Open-Enrollment Charter School – Eleventh Generation
Schedule of Estimated Revenues**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Start-up Funding	100,000	-	-	100,000
Food sale	5,000	-	-	5,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Estimated Revenues	<u>\$ 105,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 105,000</u>

**Application for an Open-Enrollment Charter School – Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	15,000	-	-	15,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	8,000	-	-	8,000
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	800	-	-	800
6142 Group Health and Life Insurance	-	-	-	-
6143 Workers' Compensation	667	-	-	667
6145 Unemployment Compensation	330	-	-	330
6146 Teacher Retirement/TRS Care	400	-	-	400
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	\$ 25,197	\$ -	\$ -	\$ 25,197

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	-	-	-	-
6219 Professional Services		-	-	-
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	2,000	-	-	2,000
6249 Contracted Maintenance and Repair	2,000	-	-	2,000
6259 Utilities	7,500	-	-	7,500
6269 Rentals -- Operating Leases	20,000	-	-	20,000
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 31,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 31,500</u>

Cosmos Foundation Inc.
 Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	25,000	-	-	25,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	3,000	-	-	3,000
6339 Testing Materials	1,000	-	-	1,000
6341 Food	2,000	-	-	2,000
6342 Non-Food	1,500	-	-	1,500
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	2,000	-	-	2,000
6399 General Supplies	5,000	-	-	5,000
Total Supplies and Materials	<u>\$ 39,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 39,500</u>

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	-	-	-
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	3,000	-	-	3,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	5,000	-	-	5,000
Total Other Operating Costs	<u>\$ 8,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,000</u>

Cosmos Foundation Inc.
 Harmony School of Excellence

Budget for the period

10/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ 104,197</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 104,197</u>

ATTACHMENT O

Budget for Year One of Operation

**Application for an Open-Enrollment Charter School - Eleventh Generation
Budget Template Instructions**

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year* . Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

**Application for an Open-Enrollment Charter School - Eleventh Generation
Summary of Estimated Revenues and Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 35,803	\$ -	\$ -	\$ 35,803
Estimated Revenues:				
5700 Local Sources	14,000	-	-	14,000
5800 State Sources	1,650,000	-	-	1,650,000
5900 Federal Sources	353,000	-	-	353,000
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 2,017,000	\$ -	\$ -	\$ 2,017,000
Estimated Expenses:				
6100 Payroll Costs	1,135,900	-	-	1,135,900
6200 Professional and Contracted Services	565,000	-	-	565,000
6300 Supplies and Materials	195,000	-	-	195,000
6400 Other Operating Costs	55,200	-	-	55,200
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 1,951,100	\$ -	\$ -	\$ 1,951,100
Change in Net Assets	\$ 65,900	\$ -	\$ -	\$ 65,900
Net Assets at End of Year	\$ 101,703	\$ -	\$ -	\$ 101,703

**Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Net Assets at Beginning of Year**

Cosmos Foundation Inc.
 Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	35,803	-	-	35,803
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 35,803</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,803</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Local Revenues**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	14,000	-	-	14,000
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ 14,000	\$ -	\$ -	\$ 14,000

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated State Revenues**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	-	-	-	-
5812	Foundation School Program Act Entitlements	1,650,000	-	-	1,650,000
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	-	-	-
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total State Revenues	<u>\$ 1,650,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,650,000</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Federal Revenues**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	- - -	- - -	- - -	- - -
5921	School Breakfast Program	7,000	-	-	7,000
5922	National School Lunch Program	56,000	-	-	56,000
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency Title Grants	35,000	-	-	35,000
	IDEA-B	30,000	-	-	30,000
	Start-Up	225,000	-	-	225,000
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government [Enter description here.] [Enter description here.] [Enter description here.]	- - -	- - -	- - -	- - -
	Total Federal Revenues	<u>\$ 353,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 353,000</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	7,000	-	-	7,000
6119 Salaries or Wages -- Teachers and Other Professional Personnel	894,000	-	-	894,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	100,000	-	-	100,000
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	29,800	-	-	29,800
6142 Group Health and Life Insurance	83,700	-	-	83,700
6143 Workers' Compensation	12,000	-	-	12,000
6145 Unemployment Compensation	5,400	-	-	5,400
6146 Teacher Retirement/TRS Care	4,000	-	-	4,000
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 1,135,900</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,135,900</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	10,000	-	-	10,000
6212 Audit Services	10,000	-	-	10,000
6219 Professional Services	105,000	-	-	105,000
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	18,000	-	-	18,000
6249 Contracted Maintenance and Repair	45,000	-	-	45,000
6259 Utilities	42,000	-	-	42,000
6269 Rentals -- Operating Leases	335,000	-	-	335,000
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	\$ 565,000	\$ -	\$ -	\$ 565,000

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300	Supplies and Materials			
6311	Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-
6319	Supplies for Maintenance and/or Operations	42,000	-	42,000
6321	Textbooks	-	-	-
6329	Reading Materials	13,000	-	13,000
6339	Testing Materials	7,000	-	7,000
6341	Food	11,200	-	11,200
6342	Non-Food	4,200	-	4,200
6343	Items for Sale	-	-	-
6344	USDA Donated Commodities	-	-	-
6349	Food Service Supplies	5,600	-	5,600
6399	General Supplies	112,000	-	112,000
	Total Supplies and Materials	<u>\$ 195,000</u>	<u>\$ -</u>	<u>\$ 195,000</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	4,200	-	-	4,200
6412 Travel and Subsistence -- Students	8,000	-	-	8,000
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	15,000	-	-	15,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	28,000	-	-	28,000
Total Other Operating Costs	<u>\$ 55,200</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,200</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Cosmos Foundation Inc.
Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ 1,951,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,951,100</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Revenues from Other Sources**

Cosmos Foundation Inc.
 Harmony School of Excellence

Budget for the Fiscal Year Ended

08/31/2007

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ATTACHMENT P

Negotiated Service Agreement(s)

The sponsoring entity will sign attached agreement with Region IV Education Service Center upon approval of this proposed charter proposal.



February 22, 2005

Dr. Soner Tarim
Harmony Science Academy
5435 South Braeswood
Houston, Texas 77096

Dear Dr. Tarim:

Region 4 Education Service Center (ESC) Financial and Administrative Services has been working with Harmony Science Academy for the last three years providing complete business office services. We would be very pleased to provide complete business services for Harmony School of Excellence – Houston. Our goal is to serve the educational community by providing thorough and practical solutions to challenges facing schools in the area of finance.

Please contact us upon approval from the Texas Education Agency. If there are any questions or concerns, please feel free to call me at (713) 744-6341 or email at jwickel@esc4.net.

Again, thank you for your interest in Region IV ESC. I look forward to hearing from you.

Sincerely,

Jason Wickel
Director, Financial and Administrative Services

tr

cc: Andy Pechacek

Inter-local Agreement

By
Region 4 Education Service Center ("Region 4 ESC")
7145 W. Tidwell
Houston, TX 77092
And
Harmony School of Excellence ("School")
5435 S. Braeswood Blvd.
Houston, TX 77096

February 22, 2005

This is a contract between «School» and Region 4 ESC. Region 4 ESC agrees to perform business office functions according to the terms of Section I, either through itself or its subcontractor, and the School agrees to perform all functions or cause these functions to be performed as stipulated in Section II.

Section I:

Region 4 ESC, either through itself or its subcontractor, will perform the business office procedures as outlined below in an accurate and timely manner as prescribed by Texas Education Agency (TEA) regulations. A copy of accounting records will be maintained at the location of Region 4 ESC, which shall be accessible to the School administration. Region 4 ESC will record the accounting transactions through the direction provided by the School. The School can choose to communicate its transactions to Region 4 ESC via fax, e-mail, or regular voice telephone depending upon the most expedient and inexpensive method for the School. The following accounting duties will be performed depending on the School's needs.

1. **Payroll:** Region 4 ESC, or its subcontractor, will perform all functions according to the employee information and pay rates provided by the School. Payroll checks will be prepared by Region 4 ESC, or its subcontractor, and transmitted to the administrator designated by the School to accept and distribute payroll checks on or before the agreed pay date. Region 4 ESC, or its subcontractor, will prepare checks or wire payment for payroll benefits and prepare accompanying reports, or amounts to be electronically wired (where this mode is desired by the client or is required by regulation). Internal Revenue Service Quarterly reports, W2's, 1099's, and payroll tax payment reports will be prepared and provided to the administration. Teacher Retirement System reports will be prepared and submitted to the administration monthly for signature and transmittal to TRS.
2. **Accounts Payable:** Region 4 ESC, or its subcontractor, will prepare checks to pay vendors according to the information and invoices provided by the School. Vendor invoices will be posted to accounts payable within two days after receipt. Vendor

checks will be written weekly on a day agreed to by both parties. Emergency checks will be written when required (see limit and cost in payment schedule). Region 4 ESC, or its subcontractor, will only write checks from properly submitted invoices having the required signature and stamp affixed to the invoice. A request for check form should be used for transactions that do not provide an invoice (for example, advances of cash for travel, rent, or where a transaction does not provide an invoice.)

3. **General Ledger:** Region 4 ESC, or its subcontractor, will maintain a general ledger complying with all TEA coding requirements.
4. **Documentation:** Region 4 ESC, or its subcontractor, will maintain copies of documentation of all transactions based on the data and documentation supplied by the School administration at the office of Region 4 ESC or its subcontractor.
5. **Reports:** Region 4 ESC, or its subcontractor, will prepare reports for management purposes. These reports will include reimbursement requests for special programs. Sales tax reports, worker compensation, and unemployment reports will be provided to the administration as required. Region 4 ESC, or its subcontractors, will provide the data processing reports on information furnished to them by the School in the format required by TEA for submission by the School to the proper parties. The reports and financial statements provided to outside parties by the School will be their sole responsibility. A monthly management report of finances will be furnished to the school administration and the Board of Directors for their internal use in management. These reports are in no way meant to be a compilation of financial records or audited reports. The information provided to the school is a result of data input of the School's information at the School's direction. Region 4 ESC, or its subcontractor, will provide data processing in accordance with the classification of information provided to Region 4 ESC, or its subcontractor, by the School (example: new employee works 1/2 time for Title I and one 1/2 time as regular school administrator. Employee is to be paid x for 210 days starting 2/3/99 and has 2 dependents, no insurance, etc.)
6. **Budgeting:** Region 4 ESC, or its subcontractor, will assist in the annual budget preparation and budget amendments based on the data provided by the School administration and TEA.
7. **Preparation for Annual Audit:** Region 4 ESC, or its subcontractor, will provide information from their copy of the records submitted by the School for the auditor and will assist the auditor in reviewing the records submitted.
8. **Bank reconciliation:** Region 4 ESC, or its subcontractor, will reconcile all bank accounts necessary to operate the school according to TEA regulations. Bank statements will be mailed to the School by the bank. The records will remain at the School and copies of the bank statement will be transmitted to Region 4 ESC, or its subcontractor, for their work.

9. Consultant Service: Region 4 ESC staff, or its subcontractor, will be available to consult in the following areas: purchasing, investments, grant management, construction and renovation, transportation, food service, fund raising activities, and governmental regulations.

10. Business Office Supplies & Materials: The School shall furnish all checks, purchases orders, and other vendor purchased forms. Region 4 ESC will furnish all *in-house duplicated forms (documents to be used to send check requests, new employee information, etc.)* and the School will be responsible for reproducing them as needed.

Section II:

The School will perform the following procedures and will provide the data as outlined in this section to Region 4 ESC, or its subcontractor, in a timely manner and in the form specified.

- 1. Payroll:** All payroll transmittals will be received at the office of Region 4 ESC, or its subcontractor, at least five days prior to the established payment date. This information will be transmitted by fax, on the form provided by Region 4 ESC, or its subcontractor, and contain the information requested on the form provided. The School shall by policy establish a payroll payment schedule at least one month in advance. The School shall establish a payroll cut-off date at least five working days before the payment date. The School will provide in writing to Region 4 ESC, or its subcontractor, the name and signature of the person approved to sign payroll transmittal forms.
- 2. Accounts Payable:** Vendor invoices and requests for checks will be transmitted via fax to Region 4 ESC, or its subcontractor, properly stamped and signed by the person approved by the school to approve invoices for payment. The School will provide in writing to Region 4 ESC, or its subcontractor, the name and signature of the person approved to sign vendor invoices for payment. The School will provide a description of the expenditure for TEA coding purposes.

Section III:

Compensation to Region 4 ESC will be paid to provide the services described in Section I as outlined in the following statement.

Courier Service and Express Mail:

Region 4 ESC, or its subcontractors, will provide overnight express delivery or courier service delivery of hard copy documents to the School four (4) times per calendar month. Additional express deliveries or courier services will be billed to the School at cost.

Regular Monthly Charges:

The School will pay a base monthly fee based on enrollment. The fee schedule for various levels of enrollment is as follows:

<u>Enrollment</u>	<u>Monthly Fee</u>
0-100	\$1,925
101-200	\$2,425
201-300	\$3,175
301-500	\$3,675
501-1,000	\$4,675
1,000-2,500	\$5,175
2,500 +	\$5,675

The fee will be recalculated at the beginning of each school year based upon actual enrollment at the end of the first 6-week attendance period of the school year. The monthly payment is due and payable on the last day of each month and is to be received in the office of Region 4 ESC at 7145 W. Tidwell, Houston, TX 77092 by the due date.

Contract Period:

This contract covers the current fiscal year of the School. The contract will automatically renew for the succeeding fiscal school year unless either party notifies the other party in writing at least thirty (30) days prior to the termination date of its intent to discontinue the service and non-renew the contract.

Termination of Contract During School Year:

Either party may terminate this contract with thirty (30) days written notice delivered to the others principal place of business during the initial or any renewal contract period.

This contract constitutes agreement between the School and Region 4 ESC, or its subcontractors. This agreement may be amended at anytime by mutual agreement of the parties. This contract shall be governed by Texas Law for all purposes. Venue for any legal proceedings relating to this contract shall lie in Harris County, Texas.

This contract will commence on September 1, 2006 and end on August 31, 2007. I hereby agree to above conditions and certify that I am an officer of the School and authorized to sign contracts on behalf of the School.

By: SONER TARIM

Title: ~~Son Tarim~~

Dated this 22nd of February, 2005.

Contact Person Soner Tarim

Street Address 5435 S. Braeswood

City, State, Zip Houston, TX 77096

Contact's Phone # 713-729-4400

I hereby agree to the above conditions and certify that I am an officer of Region 4 ESC authorized to sign contracts on behalf of Region 4 ESC.

By: _____

Title: _____

Dated this _____ of _____, _____.

Contact Person _____

Street Address _____

City, State, Zip _____

Contact's Phone # _____

ATTACHMENT Q

Negotiated Lease Agreement

ATTACHMENT Q

Negotiated Lease Agreement or an explanation for not including an agreement.

The members of the sponsoring entity have examined several possible buildings. However they have not initiated any negotiation. Upon approval of this charter proposal, the Cosmos Foundation will initiate lease negotiations. The foundation will submit a copy of lease agreement to the Charter School Division as soon as it is executed. Thus, no lease agreement is provided herein.

EXHIBIT B

Assurances

Assurances for;

- 1. Bilingual Education/ESL, Section 504, and Dyslexia Assurances,**
- 2. Special Education, and**
- 3. Special Education Addendum.**

Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

- Yes
 No

Section 504 of the Rehabilitation Act of 1973, *29 U.S.C. §794*, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

- Yes
 No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, *29 U.S.C. §794*, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

- Yes
 No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.



Signature of the Charter Holder Board Chair

12/12/2005

Date

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES

DIRECTIONS:

- Type or print the name of the charter holder and the charter school in the General Assurance Statement below.
- The Chairperson of the Board of the Charter Holder must **initial** each of the section titles on the lines below AND **check** each of the selected cites in the boxes below to indicate the charter holder's assurance of compliance with each of the specific cites.
- The Chairperson of the Board of the Charter Holder must **sign** the document in the space provided on the final page of the assurances.
- Mail the original signed document to the **Charter Schools Division, Texas Education Agency, 1701 N. Congress, Austin, TX 78701.**

NOTE:

The rules and regulations have been slightly modified to clarify the charter holder's responsibility. Changes to actual regulations are indicated by brackets. Empty brackets indicate deletions. Brackets around words indicate paraphrased or changed wording.

General Assurance Statement

___Cosmos Foundation___, charter holder for ___Harmony School of Excellence___ Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initialed and checked below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented.

A. Child Find

Initial: O.C.

34 CFR §300.125. Child Find.

(a) General requirement.

(1) The [charter holder] shall have in effect policies and procedures to ensure that—

- (i) All children with disabilities, [enrolled in the charter school or who contact the charter school regarding enrollment], regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and
- (ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.

(2) The requirements of paragraph (a)(1) of this section apply to—

- (i) Highly mobile children with disabilities (such as migrant and homeless children); and
- (ii) Children who are suspected of being a child with a disability under [CFR 34] §300.7 and in need of special education, even though they are advancing from grade to grade.

[(c) The charter holder will notify the local ECI program of all children suspected of having a disability, from birth through the age of two, within 2 working days. The charter holder will maintain documentation of the referral and that the individual evaluation occurred within 45 calendar days.]

- (e) Confidentiality of child find data. The collection and use of data to meet the requirements of this section are subject to the confidentiality requirements of §§300.560-300.577.

B. Confidentiality

Initial: C.C.

TEC §26.004. Access to Student Records.

[The charter holder recognizes] that a parent is entitled to access to all written records of a school district [or charter holder] concerning the parent's child, including:

- (1) attendance records;
- (2) test scores;
- (3) grades;
- (4) disciplinary records;
- (5) counseling records;
- (6) psychological records;
- (7) applications for admission;
- (8) health and immunization information;
- (9) teacher and counselor evaluations; and
- (10) reports of behavioral patterns.

19 TAC §89.1050(f)(3) [Transfer of Records].

- (f) (3) In accordance with TEC §25.002, the school district [or charter school] in which the student was previously enrolled will furnish the new school district [or charter school] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school []. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter schools] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.127. Confidentiality of personally identifiable information.

- (a) The [charter holder] must have on file in detail the policies and procedures [] to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the [IDEA].

34 CFR §300.560. Definitions.

As used in §§300.560-300.577—

- (a) Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- (b) Education records means the type of records covered under the definition of "education records" in 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).
- (c) Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the [IDEA].

34 CFR §300.561. Notice to parents.

- (a) The [charter holder] shall give notice that is adequate to fully inform parents about the requirements of §300.127, including—
- (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;

- (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the [charter holder] intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that the [charter holder] must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents of the activity.

34 CFR §300.562. Access rights.

- (a) [The charter holder] shall permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the [charter holder] under this part. The [charter holder] shall comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.
- (b) The right to inspect and review education records under this section includes—
 - (1) The right to a response from the [charter holder] to reasonable requests for explanations and interpretations of the records;
 - (2) The right to request that the [charter holder] provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) The right to have a representative of the parent inspect and review the records.
- (c) [The charter holder] may presume that the parent has authority to inspect and review records relating to his or her child unless the [charter holder] has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

34 CFR §300.563. Record of access.

[The charter holder] shall keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the [IDEA] (except access by parents and authorized employees of the [charter holder]), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

34 CFR §300.564. Records on more than one child.

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

34 CFR §300.565. List of types and locations of information.

[The charter holder] shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the [charter holder].

34 CFR §300.566. Fees.

- (a) [The charter holder] may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.
- (b) [The charter holder] may not charge a fee to search for or to retrieve information under this part.

34 CFR §300.567. Amendment of records at parent's request.

- (a) A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the [charter holder] that maintains the information to amend the information.
- (b) The [charter holder] shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
- (c) If the [charter holder] decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing under §300.568.

34 CFR §300.568. Opportunity for a hearing.

The [charter holder] shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

34 CFR §300.569. Result of hearing.

- (a) If, as a result of the hearing, the [charter holder] decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it shall amend the information accordingly and so inform the parent in writing.
- (b) If, as a result of the hearing, the [charter holder] decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it shall inform the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the [charter holder].
- (c) Any explanation placed in the records of the child under this section must—
 - (1) Be maintained by the [charter holder] as part of the records of the child as long as the record or contested portion is maintained by the [charter holder]; and
 - (2) If the records of the child or the contested portion is disclosed by the [charter holder] to any party, the explanation must also be disclosed to the party.

34 CFR §300.570. Hearing procedures.

A hearing held under §300.568 must be conducted according to the procedures under 34 CFR 99.22

34 CFR §300.571. Consent.

- (a) Except as to disclosures addressed in §300.529(b) for which parental consent is not required by Part 99, parental consent must be obtained before personally identifiable information is—
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part, subject to paragraph (b) of this section; or
 - (2) Used for any purpose other than meeting a requirement of this part.
- (b) An educational agency or institution subject to 34 CFR Part 99 may not release information from education records to participating agencies without parental consent unless authorized to do so under part 99.

34 CFR §300.572. Safeguards.

- (a) [The charter holder] shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- (b) One official at [the charter school] shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
- (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
- (d) [The charter holder] shall maintain, for public inspection, a current listing of the names and positions of those employees within the [charter school] who may have access to personally identifiable information.

34 CFR §300.573. Destruction of information.

- (a) The [charter holder] shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.
- (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

34 CFR §300.574. Children's rights.

- (a) The [charter holder] shall provide policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
- (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.

- (c) If the rights accorded to parents under Part B of the [IDEA] are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, the [charter holder] must provide any notice required under section 615 of the [IDEA] to the student and the parents.

34 CFR Part 99

[The charter holder assures that it will abide by the Family Education Rights and Privacy Act (FERPA).]

C. Procedural Safeguards

Initial: O.C.

34 CFR §300.504. Procedural safeguards notice.

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents, at a minimum—
- (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
- (b) Contents. The procedural safeguards notice will include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to—
- (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;
 - (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);
 - (12) Civil actions;
 - (13) Attorneys' fees; and
 - (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

[The charter holder will use the most current edition of the Notice of Procedural Safeguards, issued by the Texas Education Agency, to meet the requirement under 34 CFR §300.504(b) and (c).]

D. Notice

Initial: C

19 TAC §89.1015. Time Line for All Notices.

"Reasonable time" required for the written notice to parents under 34 Code of Federal Regulations (CFR), §300.503, is defined as at least five school days, unless the parents agree otherwise.

34 CFR §300.503. Prior notice by the [charter holder]; content of notice.

(a) Notice.

- (1) Written notice that meets the requirements of paragraph (b) of this section must be given to the parents of a child with a disability a reasonable time before the [charter holder] —
 - (i) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
 - (ii) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
- (2) If the notice described under paragraph (a)(1) of this section relates to an action proposed by the [charter holder] that also requires parental consent under §300.505, the [charter holder] may give notice at the same time it requests parent consent.

(b) Content of notice. The notice required under paragraph (a) of this section must include—

- (1) A description of the action proposed or refused by the [charter holder];
- (2) An explanation of why the [charter holder] proposes or refuses to take the action;
- (3) A description of any other options that the [charter holder] considered and the reasons why those options were rejected;
- (4) A description of each evaluation procedure, test, record, or report the [charter holder] used as a basis for the proposed or refused action;
- (5) A description of any other factors that are relevant to the [charter holder's] proposal or refusal;
- (6) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
- (7) Sources for parents to contact to obtain assistance in understanding the provisions of this part.

(c) Notice in understandable language.

- (1) The notice required under paragraph (a) of this section must be—
 - (i) Written in language understandable to the general public; and
 - (ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
- (2) If the native language or other mode of communication of the parent is not a written language, the [charter holder] shall take steps to ensure—
 - (i) That the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
 - (ii) That the parent understands the content of the notice; and
 - (iii) That there is written evidence that the requirements in paragraphs (c)(2) (i) and (ii) of this section have been met.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
- (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and

(2) Scheduling the meeting at a mutually agreed on time and place.

(b) Information provided to parents.

(1) The notice required under paragraph (a)(1) of this section must—

- (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and
- (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).

(2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—

- (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
- (ii) Indicate that the [charter holder] will invite the student.

(3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—

- (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
- (ii) Indicate that the [charter holder] will invite the student; and
- (iii) Identify any other agency that will be invited to send a representative.

TEC §26.0081. Right to Information Concerning Special Education.

- (a) The agency [(TEA)] shall produce and provide to school districts [and charter holders] sufficient copies of a comprehensive, easily understood document [*The Guide to the ARD Process*] that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) [The charter holder will provide] the document required under this section to the parent as provided by 20 U.S.C. §1415(b):
 - (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the [charter school's] special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and
 - (2) at any other time on reasonable request of the child's parent.
- (c) The agency [(TEA)] shall produce and provide to school districts [and charter holders] a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under §29.004. Each school year, [beginning with the 2004-2005 school year, the charter holder] shall provide the written explanation to a parent of each [charter school] student by including the explanation in the student handbook or by another means.

19 TAC §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (a) [The charter holder] shall invite the parents and adult student to participate as members of the admission, review, and dismissal (ARD) committee by providing written notice in accordance with 34 Code of Federal Regulations (CFR), §§300.345, 300.503, and 300.505, and Part 300, Appendix A.

E. Consent

Initial: CC

34 CFR §300.500. General responsibility of public agencies; definitions.

- (a) [] [Each charter holder] establishes, maintains, and implements procedural safeguards that meet the requirements of §§300.500-300.529.
- (b) Definitions of "consent," [] As used in this part --
 - (1) Consent means that --

- (i) The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
- (ii) The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- (iii) (A) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime.
(B) If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

34 CFR §300.505. Parental consent.

- (a) General.
 - (1) Subject to paragraphs (a)(3), (b) and (c) of this section, informed parent consent must be obtained before—
 - (i) Conducting an initial evaluation or reevaluation; and
 - (ii) Initial provision of special education and related services to a child with a disability.
 - (2) Consent for initial evaluation may not be construed as consent for initial placement described in paragraph (a)(1)(ii) of this section.
 - (3) Parental consent is not required before—
 - (i) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (ii) Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.
- (b) Refusal. If the parents of a child with a disability refuse consent for initial evaluation or a reevaluation, the [charter holder] may continue to pursue those evaluations by using the due process procedures under §§300.507-300.509, or the mediation procedures under §300.506 if appropriate, except to the extent inconsistent with State law relating to parental consent.
- (c) Failure to respond to request for reevaluation.
 - (1) Informed parental consent need not be obtained for reevaluation if the [charter holder] can demonstrate that it has taken reasonable measures to obtain that consent, and the child's parent has failed to respond.
 - (2) To meet the reasonable measures requirement in paragraph (c)(1) of this section, the [charter holder] must use procedures consistent with those in §300.345(d).
- (d) Additional State consent requirements. In addition to the parental consent requirements described in paragraph (a) of this section, a State may require parental consent for other services and activities under this part if it ensures that each public agency in the State establishes and implements effective procedures to ensure that a parent's refusal to consent does not result in a failure to provide the child with FAPE.
- (e) Limitation. [The charter holder] may not use a parent's refusal to consent to one service or activity under paragraphs (a) and (d) of this section to deny the parent or child any other service, benefit, or activity of the [charter holder], except as required by this part.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under Section 29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

F. Evaluation

Initial: D.C.

19 TAC §89.1011. Referral for Full and Individual Initial Evaluation.

Referral of students for a full and individual initial evaluation for possible special education services shall be a part of the [charter holder's] overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, [charter holder] personnel must refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

TEC §29.004. Full Individual and Initial Evaluation.

- (a) A written report of a full individual and initial evaluation of a student for purposes of special education services shall be completed not later than the 60th calendar day following the date on which the [charter holder], in accordance with 20 U.S.C. §1414(a), as amended, receives written consent for the evaluation, signed by the student's parent or legal guardian.
- (b) The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under §29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

34 CFR §300.531. Initial evaluation.

[The charter holder] shall conduct a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the [IDEA].

34 CFR §300.532. Evaluation procedures.

[The charter holder] shall ensure, at a minimum, that the following requirements are met:

- (a) (1) Tests and other evaluation materials used to assess a child under Part B of the [IDEA]—
 - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - (ii) Are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
- (2) Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
- (b) A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be

involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—

- (1) Whether the child is a child with a disability under §300.7; and
 - (2) The content of the child's IEP.
- (c) (1) Any standardized tests that are given to a child—
- (i) Have been validated for the specific purpose for which they are used; and
 - (ii) Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
- (2) If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
- (d) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (e) Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (f) No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
- (g) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (h) In evaluating each child with a disability under §§300.531--300.536, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (i) The [charter holder] uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (j) The [charter holder] uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

34 CFR §300.533. Determination of needed evaluation data.

- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the [IDEA], a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, shall—
- (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - (iii) Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a child, whether the child continues to have such a disability;
 - (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum.
- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.
- (c) Need for additional data. The [charter holder] shall administer tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
- (d) Requirements if additional data are not needed.

- (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, the [charter holder] shall notify the child's parents—
 - (i) Of that determination and the reasons for it; and
 - (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
- (2) The [charter holder] is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

19 TAC §89.1040. Eligibility Criteria.

- (a) Special education services. To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 Code of Federal Regulations (CFR), §300.7(a), subject to the provisions of 34 CFR, §300.7(c), the Texas Education Code (TEC), §29.003, and this section. The provisions in this section specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law.
- (b) Eligibility determination. The determination of whether a student is eligible for special education and related services is made by the student's admission, review, and dismissal (ARD) committee. Any evaluation or re-evaluation of a student shall be conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:
 - (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
 - (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

34 CFR §300.534. Determination of eligibility.

- (a) Upon completing the administration of tests and other evaluation materials—
 - (1) A group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in §300.7; and
 - (2) The [charter holder] must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.
- (b) A child may not be determined to be eligible under this part if—
 - (1) The determinant factor for that eligibility determination is—
 - (i) Lack of instruction in reading or math; or
 - (ii) Limited English proficiency; and
 - (2) The child does not otherwise meet the eligibility criteria under §300.7(a).
- (c) (1) [The charter holder] must evaluate a child with a disability in accordance with §§300.532 and 300.533 before determining that the child is no longer a child with a disability.
- (2) The evaluation described in paragraph (c)(1) of this section is not required before the termination of a student's eligibility under Part B of the [IDEA] due to graduation with a regular high school diploma, or exceeding the age eligibility for FAPE under State law.

34 CFR §300.535. Procedures for determining eligibility and placement.

- (a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, [the charter holder] shall—
 - (1) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
- (b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

34 CFR §300.536. Reevaluation.

[The charter holder] shall ensure—

- (a) That the IEP of each child with a disability is reviewed in accordance with §§300.340-300.350; and

- (b) That a reevaluation of each child, in accordance with §§300.532-300.535, is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

34 CFR §300.540. Additional team members.

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined in §300.7, must be made by the child's parents and a team of qualified professionals which must include—

- (a) (1) The child's regular teacher; or
 (2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or
 (3) For a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and
 (b) At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

34 CFR §300.541. Criteria for determining the existence of a specific learning disability.

- (a) A team may determine that a child has a specific learning disability if—
- (1) The child does not achieve commensurate with his or her age and ability levels in one or more of the areas listed in paragraph (a)(2) of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
- (2) The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
- (i) Oral expression.
 (ii) Listening comprehension.
 (iii) Written expression.
 (iv) Basic reading skill.
 (v) Reading comprehension.
 (vi) Mathematics calculation.
 (vii) Mathematics reasoning.
- (b) The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of—
- (1) A visual, hearing, or motor impairment;
 (2) Mental retardation;
 (3) Emotional disturbance; or
 (4) Environmental, cultural or economic disadvantage.

34 CFR §300.542. Observation.

- (a) At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting.
- (b) In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

34 CFR §300.543. Written report.

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), must include a statement of—
- (1) Whether the child has a specific learning disability;
 (2) The basis for making the determination;
 (3) The relevant behavior noted during the observation of the child;
 (4) The relationship of that behavior to the child's academic functioning;
 (5) The educationally relevant medical findings, if any;

- (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
 - (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

G. Development and Implementation of the Individualized Education Program (IEP);

Transfer Students; Transition; Extended School Year (ESY) Services;

Restraint, Seclusion, and Time-Out

Parent Placements in Private Schools

Initial: C.

19 TAC §89.1050(a). [ARD committee]

- (a) [The charter holder] shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee shall be the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. The [charter holder] shall be responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:
- (1) 34 CFR, §§300.340-300.349, and Texas Education Code (TEC), §29.005 (Individualized Education Program);
 - (2) 34 CFR, §§300.400-300.402 (relating to placement of eligible students in private schools by a school district [or charter holder]);
 - (3) 34 CFR, §§300.452, 300.455, and 300.456 (relating to the development and implementation of service plans for eligible students in private school who have been designated to receive special education and related services);
 - (4) 34 CFR, §§300.520, 300.522, and 300.523, and TEC, §37.004 (Placement of Students with Disabilities);
 - (5) 34 CFR, §§300.532-300.536 (relating to evaluations, re-evaluations, and determination of eligibility);
 - (6) 34 CFR, §§300.550-300.553 (relating to least restrictive environment);
 - (7) TEC, §28.006 (Reading Diagnosis);
 - (8) TEC, §28.0211 (Satisfactory Performance on Assessment Instruments Required; Accelerated Instruction);
 - (9) TEC, §28.0212 (Personal Graduation Plan);
 - (10) TEC, §28.0213 (Intensive Program of Instruction);
 - (11) TEC, Chapter 29, Subchapter I (Programs for Students Who Are Deaf or Hard of Hearing);
 - (12) TEC, §30.002 (Education of Children with Visual Impairments);
 - (13) TEC, §30.003 (Support of Students Enrolled in the Texas School for the Blind and Visually Impaired or Texas School for the Deaf);
 - (14) TEC, §33.081 (Extracurricular Activities);
 - (15) TEC, Chapter 39, Subchapter B (Assessment of Academic Skills); and
 - (16) TEC, §42.151 (Special Education).

19 TAC §89.1050(d). [30-day timeline]

- (d) ARD committee shall make its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee shall have until the first day of classes in the fall to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and

individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

19 TAC §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (b) A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. The [charter holder] must respond to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. The [charter holder] should inform parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

34 CFR §300.342. When IEPs must be in effect.

- (a) General. At the beginning of each school year, [the charter holder] shall have an IEP in effect for each child with a disability within its jurisdiction.
- (b) Implementation of IEPs. [The charter holder] shall ensure that—
- (1) An IEP—
 - (i) Is in effect before special education and related services are provided to an eligible child under this part; and
 - (ii) Is implemented as soon as possible following the meetings described under §300.343;
 - (2) The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation; and
 - (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

19 TAC §89.1050(b). [IFSP/IEP]

- (b) For a child from birth through two years of age with visual and/or auditory impairments, an individualized family services plan (IFSP) meeting must be held in place of an ARD committee meeting in accordance with 34 CFR, §§303.340-303.346, and the memorandum of understanding between the Texas Education Agency (TEA) and Texas Interagency Council on Early Childhood Intervention. For students three years of age and older, the [charter holder] must develop an IEP.

19 TAC §89.1050(f). For a student who is new to a [charter school]:

- (f) (1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the [charter holder] determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district or [charter school], or the previous school verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:
- (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
 - (B) the ARD committee may determine that valid evaluation data and other information from the previous school district [or charter school] are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district [or charter school] or the collection of new evaluation data by the current [charter holder]. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district [or charter school] in which the student was previously enrolled shall furnish the new school district [or charter holder] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district [or charter school]. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter holders] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.121. Free appropriate public education (FAPE).

- (a) General. [] [The charter holder] has in effect a policy that ensures that all children with disabilities aged 3 through 21 enrolled in the [charter school] have the right to FAPE, including children with disabilities who have been suspended or expelled from school.
- (b) Required information. The information described in paragraph (a) of this section must--
- (2) Show that the policy--
- (i) (B) Is consistent with the requirements of §§300.300-300.313; and
- (ii) Applies to all children with disabilities, including children who have been suspended or expelled from school.
- (c) FAPE for children beginning at age 3.
- (1) [The charter holder] shall ensure that--
- (i) The obligation to make FAPE available to each eligible child [enrolled in the charter school] begins no later than the child's third birthday; and
- (ii) An IEP [] is in effect for the child by that date, in accordance with §300.342(c).
- (2) If a child's third birthday occurs during the summer, the child's IEP [] team shall determine the date when services under the IEP will begin.
- (d) FAPE for children suspended or expelled from school.
- (1) The [charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must--
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.
- (e) Children advancing from grade to grade.
- (1) The [charter holder] will ensure that FAPE is available to any individual child with a disability [enrolled in the school] who needs special education and related services, even though the child is advancing from grade to grade.
- (2) The determination that a child [] is eligible under this part, must be made on an individual basis by the group responsible within the child's [charter school] for making those determinations [(e.g., the ARD committee)]

34 CFR §300.343. IEP meetings.

- (a) General. [The charter holder] is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability

- (b) Initial IEPs; provision of services.
- (1) [The charter holder] shall ensure that within a reasonable period of time following the [charter holder's] receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
 - (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.
- (c) Review and revision of IEPs. [The charter holder] shall ensure that the IEP team—
- (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
 - (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.

34 CFR §300.344. IEP team.

- (a) General. The [charter holder] shall ensure that the IEP team for each child with a disability includes—
- (1) The parents of the child;
 - (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
 - (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
 - (4) A representative of the [charter holder] who—
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the [charter holder];
 - (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of this section;
 - (6) At the discretion of the parent or the [charter holder], other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
 - (7) If appropriate, the child.
- (b) Transition services participants.
- (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
 - (3)
 - (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

- (c) Determination of knowledge and special expertise. The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section shall be made by the party (parents or [charter holder]) who invited the individual to be a member of the IEP.
- (d) Designating a public agency representative. [The charter holder] may designate another [charter holder member] of the IEP team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.

19 TAC §89.1050(c). [Teacher member requirements]

- (c) At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) shall participate as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider must be qualified to provide the educational services that the child may need. [The charter holder] should refer to §89.1131 of this title (relating to Qualifications of Special Education, Related Service, and Paraprofessional Personnel) to ensure that appropriate teachers and/or service providers are present and participate at each ARD committee meeting.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the [charter holder] shall use other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the [charter holder] is unable to convince the parents that they should attend. In this case the [charter holder] must have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. The [charter holder] shall take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The [charter holder] shall give the parent a copy of the child's IEP at no cost to the parent.

34 CFR §300.346. Development, review, and revision of IEP.

- (a) Development of IEP.
 - (1) General. In developing each child's IEP, the IEP team, shall consider—
 - (i) The strengths of the child and the concerns of the parents for enhancing the education of their child;
 - (ii) The results of the initial or most recent evaluation of the child; and
 - (iii) As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
 - (2) Consideration of special factors. The IEP team also shall—
 - (i) In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior;
 - (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
 - (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
 - (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers

and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and

- (v) Consider whether the child requires assistive technology devices and services.
- (b) Review and Revision of IEP. In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team shall consider the factors described in paragraph (a) of this section.
- (c) Statement in IEP. If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team must include a statement to that effect in the child's IEP.
- (d) Requirement with respect to regular education teacher. The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).

34 CFR §300.347. Content of IEP.

- (a) General. The IEP for each child with a disability must include—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5)
 - (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
 - (7) A statement of—
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—

- (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
- (b) Transition services. The IEP must include—
- (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
 - (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
- (c) Transfer of rights. In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under Part B of the [IDEA], if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

19 TAC §89.1055. Content of the Individualized Education Program (IEP).

- (a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability shall comply with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.
- (b) The IEP must include a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:
 - (1) why that assessment is not appropriate for the child; and
 - (2) how the child will be assessed using a locally developed alternate assessment.
- (c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP must also include goals and objectives for ESY services from the student's current IEP.
- (d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) shall also meet the requirements of TEC, §30.002(e).
- (e) For students with autism/pervasive developmental disorders, information about the following shall be considered and, when needed, addressed in the IEP:
 - (1) extended educational programming;
 - (2) daily schedules reflecting minimal unstructured time;
 - (3) in-home training or viable alternatives;
 - (4) prioritized behavioral objectives;
 - (5) prevocational and vocational needs of students 12 years of age or older;
 - (6) parent training; and
 - (7) suitable staff-to-students ratio.
- (f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP must include a statement to that effect and the basis upon which the determination was made.
- (g) In accordance with 34 CFR §300.29, §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system; (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transitions;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or charter holder] in which the student is enrolled;

- (4) any postsecondary education options;
- (5) a functional vocational evaluation;
- (6) employment goals and objectives;
- (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
- (8) independent living goals and objectives; and
- (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

19 TAC §89.1050(e). [The report]

- (e) The written report of the ARD committee shall document the decisions of the committee with respect to issues discussed at the meeting. The report shall include the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report shall also indicate each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d)(1), applies, the [charter holder] shall provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the [charter holder] shall make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

34 CFR §300.350. IEP accountability.

- (a) Provision of services. Subject to paragraph (b) of this section, [the charter holder] must—
 - (1) Provide special education and related services to a child with a disability in accordance with the child's IEP; and
 - (2) Make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

34 CFR §300.309. Extended school year services.

- (a) General.
 - (1) [The charter holder] shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.
 - (2) Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, [the charter holder] may not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
- (b) Definition. As used in this section, the term extended school year services means special education and related services that—
 - (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the [charter school];
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of the [TEA].

19 TAC §89.1065. Extended School Year Services (ESY Services).

Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, [the charter holder] may not:
 - (A) limit ESY services to particular categories of disability; or

(B) unilaterally limit the type, amount, or duration of ESY services.

- (2) The need for ESY services must be documented from formal and/or informal evaluations provided by the [charter holder] or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
- (3) The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
- (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
- (5) If the [charter holder] does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
- (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
- (7) For students enrolling in a district [or charter school] during the school year, information obtained from the prior school district [or charter holder] as well as information collected during the current year may be used to determine the need for ESY services.
- (8) The provision of ESY services is limited to the educational needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
- (9) [The charter holder is] not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

19 TAC §89.1050(g). [Discipline]

- (g) All disciplinary actions regarding students with disabilities shall be determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

19 TAC §89.1050(h). [Disagreements]

- (h) All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP shall be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
 - (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees shall be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the [charter holder] from reaching mutual agreement about all required elements of an IEP.

- (2) During the recess the committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
- (3) The date, time, and place for continuing the ARD committee meeting shall be determined by mutual agreement prior to the recess.
- (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the [charter holder] shall implement the IEP which it has determined to be appropriate for the student.
- (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
- (6) When the [charter holder] implements an IEP with which the parents disagree or the adult student disagrees, the [charter holder] shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
- (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

TEC §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this state to treat with dignity and respect all students, including students with disabilities who receive special education services under Subchapter A, Chapter 29. A student with a disability who receives special education services under Subchapter A, Chapter 29, may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
 - (1) "Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body.
 - (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
 - (A) is designed solely to seclude a person; and
 - (B) contains less than 50 square feet of space.
 - (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) [The charter holder] employee or volunteer or an independent contractor of [the charter holder] may not place a student in seclusion. This subsection does not apply to the use of seclusion in a court-ordered placement, other than a placement in an educational program of [the charter holder], or in a placement or facility to which the following law, rules, or regulations apply:
 - (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
 - (2) 40 T.A.C. §§720.1001-720.1013; or
 - (3) 25 T.A.C. §412.308(e).
- (d) The commissioner [of TEA] by rule shall adopt procedures for the use of restraint and time-out by [the charter holder] employee or volunteer or an independent contractor of [the charter holder] in the case of a student with a disability receiving special education services under Subchapter A, Chapter 29. A procedure adopted under this subsection must:
 - (1) be consistent with:
 - (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
 - (2) identify any discipline management practice or behavior management technique that requires [the charter holder] employee or volunteer or an independent contractor of [the charter holder] to be trained before using that practice or technique.

- (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under §37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
 - (1) the student possesses a weapon; and
 - (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.
- (g) This section and any rules or procedures adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of [the charter holder].

19 TAC §89.1053. Procedures for Use of Restraint and Time-Out.

- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), school districts and charter schools must implement the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of the state to treat with dignity and respect all students, including students with disabilities who receive special education services under TEC, Chapter 29, Subchapter A.
- (b) Definitions.
 - (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) Use of restraint. A school employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
 - (1) Restraint shall be limited to the use of such reasonable forces as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, a core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
 - (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the following documentation requirements.

- (1) On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
- (2) On the day restraint is utilized, a good faith effort shall be made to verbally notify the parent(s) regarding the use of restraint.
- (3) Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
- (4) Written documentation regarding the use of restraint must be placed in the student's special education eligibility folder in a timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).
- (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder shall include the following:
 - (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. The provisions adopted under this section do not apply to the use of physical force or a mechanical device which does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced in subsection (b)(2) of this section does not include:
 - (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the individualized education program (IEP) as required by 34 CFR §300.346(a)(2)(i) and (c) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A school employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
 - (1) Physical force or threat of physical force shall not be used to place a student in time-out.
 - (2) Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP must be trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP must receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out must be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and must address the impact of time-out on the ability of the student to be

involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

- (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.
- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, must be addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.
- (j) Student safety. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data reporting. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, data regarding the use of restraint must be electronically reported to the Texas Education Agency in accordance with reporting standards specified by the Agency.
- (l) The provisions adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district [or charter holder].

19 TAC §89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities.

- (a) Except as specifically provided in this section, in accordance with 34 Code of Federal Regulations (CFR), §300.454, no eligible student who has been placed by his or her parent(s) in a private school or facility has an individual right to receive some or all of the special education and related services that the student would receive if he or she were enrolled in a public school district [or charter school]. Except as specifically set forth in this section, a school district's [or charter holder's] obligations with respect to students placed by their parents in private schools are governed by 34 CFR, §§300.450-300.462.
- (b) When a student with a disability who has been placed by his or her parents directly in a private school or facility is referred to the local school district [or charter holder], the local district [or charter holder] shall convene an admission, review, and dismissal (ARD) committee meeting to determine whether the district [or charter holder] can offer the student a free appropriate public education (FAPE). If the district [or charter holder] determines that it can offer a FAPE to the student, the district [or charter holder] is not responsible for providing educational services to the student, except as provided in 34 CFR, §§300.450-300.462 or subsection (d) of this section, until such time as the parents choose to enroll the student in public school full-time.
- (c) Parents of an eligible student ages 3 or 4 shall have the right to "dual enroll" their student in both the public school [e.g., charter school] and the private school beginning on the student's third birthday and continuing until the end of the school year in which the student turns five or until the student is eligible to attend a district's [or charter holder's] public school kindergarten program, whichever comes first, subject to the following.
 - (1) The student's ARD committee shall develop an individualized education program (IEP) designed to provide the student with a FAPE in the least restrictive environment appropriate for the student.
 - (2) From the IEP, the parent and the district [or charter holder] shall determine which special education and/or related services will be provided to the student and the location where those services will be provided, based on the requirements concerning placement in the least restrictive environment set forth in 34 CFR, §§300.550-300.553, and the policies and procedures of the district [or charter holder].
 - (3) For students served under the provisions of this subsection, the school district [or charter holder] shall be responsible for the employment and supervision of the personnel providing the service, providing the needed instructional materials, and maintaining pupil accounting records. Materials and services provided shall be consistent with those provided for students enrolled only in the public school [e.g., charter school] and shall remain the property of the school district [or charter holder].
- (d) The school district [or charter holder] shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP.
- (e) Complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district [or charter holder] under subsection (c) [(d)] of this section may be filed with the Texas Education Agency under the procedures in 34 CFR, §§300.660-300.662. The procedures in 34 CFR, §§300.504-300.515 (relating to due process hearings) do not apply to complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district under subsection (c) [(d)]

H. Least Restrictive Environment (LRE) Placement

Initial: C.C.

34 CFR §300.550. General LRE requirements.

(b) [The charter holder] shall ensure—

- (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
- (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

34 CFR §300.551. Continuum of alternative placements.

(a) [The charter holder] shall ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.

(b) The continuum required in paragraph (a) of this section must—

- (1) Include the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
- (2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

19 TAC §89.63. Instructional Arrangements and Settings.

(a) [The charter holder] shall be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.

(b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.

(c) Instructional arrangements/settings shall be based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.

- (1) **Mainstream.** This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.
- (2) **Homebound.** This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.
 - (A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local [charter holder] policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

- (B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts [or charter holders] described in Texas Education Code, §29.014.
- (3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the [charter holder]. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class. . [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, []:
- (A) a student who is one of a group of students from more than one school district [or charter school] served in a single location when a free appropriate public education is not available in the respective sending district [or charter school];
 - (B) a student whose instruction is provided by [the charter holder] personnel in a facility (other than a nonpublic day school) not operated by the charter holder; or
 - (C) a student in a self-contained program at a separate campus operated by the [charter holder] that provides only special education and related services.
- (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
- (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the [charter holder's] career and technology classes have been considered and determined inappropriate for the student.
- (10) Residential care and treatment facility (not school resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school campus. If the instruction is provided at the facility, rather than on a school campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the school in the same way as all other students receiving special education. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school campus, the student is considered to be served in the residential care and treatment facility arrangement/setting. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]

34 CFR §300.552. Placements.

(See Appendix A to CFR Part 300; [Q. 19](#), [Q. 37](#))

In determining the educational placement of a child with a disability, including a preschool child with a disability, [the charter holder] shall ensure that—

- (a) The placement decision—
- (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and

- (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
- (b) The child's placement—
- (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;
- (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
- (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

34 CFR §300.553. Nonacademic settings.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, [the charter holder] shall ensure that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

I. Transition Planning

Initial: CC

34 CFR §300.29. Transition services.

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
- (1) Is designed within an outcome-oriented process, that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
- (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate including—
- (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
- (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and

- (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
- (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
- (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

34 CFR §300.344. IEP team.

(b) Transition services participants.

- (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
- (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
- (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
- (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

19 TAC §89.1055 (g). Content of the Individualized Education Program (IEP)

- (g) In accordance with 34 CFR §300.29 , §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 [15] years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system;
 - (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transition;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or the charter holder] in which the student is enrolled;
 - (4) any postsecondary education options;
 - (5) a functional vocational evaluation;
 - (6) employment goals and objectives;
 - (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
 - (8) independent living goals and objectives; and
 - (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

J. Certified Personnel for the Provision of Services to Children with Special Needs

Initial: D.C.

19 TAC §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.

- (a) All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
 - (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities shall be assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments must be available to students with visual impairments, including deaf-blindness, through one of the [charter holders] instructional options, a shared services arrangement with other school districts [or charter holders], or an education service center (ESC). A teacher who is certified in the education of students with visual impairments must attend each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments must be available to students with auditory impairments, including deaf-blindness, through one of the [charter holder's] instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts [or charter holders], or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) The following provisions apply to physical education.
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education may be provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the [charter holder] must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, shall be certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, shall be certified in education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.
 - (8) Teachers with secondary certification with the generic delivery system may be assigned to teach Grades 6-12 only.

- (c) Paraprofessional personnel must be certified and may be assigned to work with eligible students, general and special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.
- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter must be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction must be provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

34 CFR §300.26. Special education.

- (a) General.
 - (1) As used in this part, the term special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including—
 - (i) Instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and
 - (ii) Instruction in physical education.
 - (2) The term includes each of the following, if it meets the requirements of paragraph (a)(1) of this section:
 - (i) Speech-language pathology services, or any other related service, if the service is considered special education rather than a related service under State standards;
 - (ii) Travel training; and
 - (iii) Vocational education.
- (b) Individual terms defined. The terms in this definition are defined as follows:
 - (1) At no cost means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
 - (2) Physical education—
 - (i) Means the development of—
 - (A) Physical and motor fitness;
 - (B) Fundamental motor skills and patterns; and
 - (C) Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and
 - (ii) Includes special physical education, adapted physical education, movement education, and motor development.
 - (3) Specially-designed instruction means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction—
 - (i) To address the unique needs of the child that result from the child's disability; and
 - (ii) To ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the [charter holder] that apply to all children.
 - (4) Travel training means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to—
 - (i) Develop an awareness of the environment in which they live; and
 - (ii) Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).

- (5) Vocational education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

K. Services to Expelled Students

Initial: O.C.

34 CFR §300.121(d). Free appropriate public education (FAPE).

- (d) FAPE for children suspended or expelled from school.
- (1) [The charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
 - (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must—
 - (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
 - (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
 - (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
 - (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
 - (A) For drug or weapons offenses under §300.520(a)(2); or
 - (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
 - (3)
 - (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
 - (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

34 CFR §300.522. Determination of setting.

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) must be determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 must—
 - (1) Be selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and
 - (2) Include services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring.

TEC §37.004. Placement of Students with Disabilities.

- (a) The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee.
- (b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's admission, review, and

dismissal committee conducts a manifestation determination review under 20 U.S.C. §1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:

- (1) functional behavioral assessments;
 - (2) positive behavioral interventions, strategies, and supports;
 - (3) behavioral intervention plans; and
 - (4) manifestation determination review.
- (c) A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes.
- (d) A teacher in an alternative education program under §37.008 who has a special education assignment must hold an appropriate certificate or permit for that assignment.
- (e) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under §37.011, the expulsion under a provision of §37.007 described by this subsection of a student with a disability who receives special education services must occur in accordance with this subsection and Subsection (f). The [charter school] from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:
- (1) §37.007(b), (c), or (f); or
 - (2) §37.007(d) as a result of conduct that contains the elements of any offense listed in §37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with [the charter holder].
- (f) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the [charter school] from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The [charter holder] shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program.
- (g) Subsections (e) and (f) and this subsection expire September 1, 2005.

L. Allowable Expenditures of State Special Education Funds

Initial: D.C.

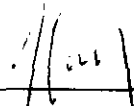
19 TAC §89.1125. Allowable Expenditures of State Special Education Funds.

- (a) Persons paid from special education funds shall be assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services shall include, but not be limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the admission, review, and dismissal (ARD) committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to school operations equivalent to those assigned to regular education personnel.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities shall be paid from state special education funds.

- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (IEPs) of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.
- (e) State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.
- (f) State special education funds may be used for transportation only to and from residential placements. Prior to using federal funds for transportation costs to and from a residential facility, the [charter holder] must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned positions directly related to the education of eligible students with disabilities. In no event shall the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

19 TAC §105.11. Maximum Allowable Indirect Cost.

No more than 15 % of the [charter holder's] Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.



 Signature of the Chairperson of the Board of the Charter Holder

12/12/2015

 Date of Signature

 Oner Ulvi Celepcikay-President

 Typed name and Title of the Chairperson of the Board of the Charter Holder

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES ADDENDUM (SEAA)

General Addendum Assurance Statement

___Cosmos Foundation___, charter holder for ___Harmony School of Excellence___ Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initialed below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented. **This addendum was made necessary by the reauthorization of the Individuals with Disabilities Education Act in December 2004.**

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
A. Child Find	CFR	§300.125. Child Find	612	No substantive change (NC), except for in the definition: (3) CHILD FIND -- (A) IN GENERAL --All children with disabilities residing in the State, <u>including children with disabilities who are homeless children or are wards of the State</u> and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.	CC
B. Confidentiality	TEC	§26.004. Access to Student Records.		NC	CC
B. Confidentiality	TAC	§89.1050(f)(3) [Transfer of Records]		(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS-- (i) IN GENERAL-- (i) TRANSFER WITHIN THE SAME STATE-- <u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</u> (ii) TRANSFER OUTSIDE STATE-- <u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops</u>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>a new IEP, if appropriate, that is consistent with Federal and State law.</p> <p>(ii) <u>TRANSMITTAL OF RECORDS.--To facilitate the transition for a child described in clause (i)--</u></p> <p>(i) <u>the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</u></p> <p>(ii) <u>the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</u></p>	OC
B. Confidentiality	CFR	§300.127. Confidentiality of personally identifiable information.	617(c)	NC	OC
B. Confidentiality	CFR	§300.560. Definitions		NC	OC
B. Confidentiality	CFR	§300.561. Notice to parents	615	NC	OC
B. Confidentiality	CFR	§300.562. Access rights	615(d)	NC	OC
B. Confidentiality	CFR	§300.563. Record of access	615(d)	NC	OC
B. Confidentiality	CFR	§300.564. Records on more than one child	615(d)	NC	OC
B. Confidentiality	CFR	§300.565. List of types and locations of information	615(d)	NC	OC
B. Confidentiality	CFR	§300.566. Fees	615(d)	NC	OC
B. Confidentiality	CFR	§300.567. Amendment of records at parent's request	615(d)	NC	OC
B. Confidentiality	CFR	§300.568. Opportunity for a hearing	615	NC	OC
B. Confidentiality	CFR	§300.569. Result of hearing	615	NC	OC
B. Confidentiality	CFR	§300.570. Hearing procedures	615	NC	OC
B.	CFR	§300.571. Consent		NC	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
Confidentiality					CC
B. Confidentiality	CFR	§300.572. Safeguards		NC	CC
B. Confidentiality	CFR	§300.573. Destruction of information		NC	CC
B. Confidentiality	CFR	§300.574. Children's rights		NC	CC
B. Confidentiality	CFR	Part 99		NC	CC
C. Procedural Safeguards	CFR	§300.504. Procedural safeguards notice	615	<p>SEC. 615. PROCEDURAL SAFEGUARDS.</p> <p>(a) ESTABLISHMENT OF PROCEDURES.--Any State educational agency, State agency, or local educational agency that receives assistance under this part shall establish and maintain procedures in accordance with this section to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education by such agencies.</p> <p>(b) TYPES OF PROCEDURES.--The procedures required by this section shall include the following:</p> <p>(1) An opportunity for the parents of a child with a disability to examine all records relating to such child and to participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of a free appropriate public education to such child, and to obtain an independent educational evaluation of the child.</p> <p>(2) (A) Procedures to protect the rights of the child whenever the parents of the child are not known, the agency cannot, after reasonable efforts, locate the parents, or the child is a ward of the State, including the assignment of an individual to act as a surrogate for the parents, which surrogate shall not be an employee of the State educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of--</p> <p>(i) <u>a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph; and</u></p> <p>(ii) <u>an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)), the local educational agency shall appoint a surrogate in accordance with this paragraph.</u></p> <p>(B) <u>The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.</u></p> <p>(3) Written prior notice to the parents of the child, in accordance with subsection (c)(1), whenever the local educational agency--</p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(A) proposes to initiate or change; or</p> <p>(B) <u>refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to the child.</u></p> <p>(4) Procedures designed to ensure that the notice required by paragraph (3) is in the native language of the parents, unless it clearly is not feasible to do so.</p> <p>(5) An opportunity for mediation, in accordance with subsection (e).</p> <p>(6) An opportunity for any party to present a complaint--</p> <p>(A) with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child; and</p> <p>(B) <u>which sets forth an alleged violation that occurred not more than 2 years before the date the parent or public agency knew or should have known about the alleged action that forms the basis of the complaint, or, if the State has an explicit time limitation for presenting such a complaint under this part, in such time as the State law allows, except that the exceptions to the timeline described in subsection (f)(3)(D) shall apply to the timeline described in this subparagraph.</u></p> <p>(7) (A) Procedures that require either party, or the attorney representing a party, to provide due process complaint notice in accordance with subsection (c)(2) (which shall remain confidential)--</p> <p>(i) to the other party, in the complaint filed under paragraph (6), and forward a copy of such notice to the State educational agency; and</p> <p>(ii) that shall include--</p> <p>(I) the name of the child, the address of the residence of the child (or available contact information in the case of a homeless child), and the name of the school the child is attending;</p> <p>(II) <u>in the case of a homeless child or youth (within the meaning of section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), available contact information for the child and the name of the school the child is attending;</u></p> <p>(III) a description of the nature of the problem of the child relating to such proposed initiation or change, including facts relating to such problem; and</p> <p>(IV) a proposed resolution of the problem to the extent known and available to the party at the time.</p>	<p>OC</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				(B) <u>A requirement that a party may not have a due process hearing until the party, or the attorney representing the party, files a notice that meets the requirements of subparagraph (A)(ii).</u>	OC
D. Notice	TAC	§89.1015. Time Line for All Notices		NC	OC
D. Notice	CFR	§300.503. Prior notice by the [charter holder]; content of notice		NC	OC
D. Notice	CFR	§300.345. Parent participation		NC	OC
D. Notice	TEC	§26.0081. Right to Information Concerning Special Education		NC	OC
D. Notice	TAC	§89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	OC
E. Consent	CFR	§300.500. General responsibility of public agencies; definitions	614	<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) <u>REQUEST FOR INITIAL EVALUATION.--</u>Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(I) to determine whether a child is a child with a disability (as defined in section 602) <u>within 60 days of receiving parental consent for the evaluation, or, if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</u></p> <p>(II) to determine the educational needs of such child.</p>	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(ii) <u>EXCEPTION.--The relevant timeframe in clause (i)(I) shall not apply to a local educational agency if--</u></p> <p>(I) <u>a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(I) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</u></p> <p>(II) <u>the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</u></p>	OC
E. Consent	CFR	§300.505. Parental consent		<p>(D) <u>PARENTAL CONSENT.--</u></p> <p>(i) <u>IN GENERAL.--</u></p> <p>(I) <u>CONSENT FOR INITIAL EVALUATION.--The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</u></p> <p>(II) <u>CONSENT FOR SERVICES.--An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</u></p> <p>(ii) <u>ABSENCE OF CONSENT.--</u></p> <p>(I) <u>FOR INITIAL EVALUATION.--If the parent of such child does not provide consent for an initial evaluation under clause (i)(I), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by</u></p>	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>utilizing the procedures described in section 615, except to the extent inconsistent with State law relating to such parental consent.</u></p> <p>(II) FOR SERVICES --If the parent of such child refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</p> <p>(III) EFFECT ON AGENCY OBLIGATIONS --If the parent of such child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</p> <p>(iii) CONSENT FOR WARDS OF THE STATE--</p> <p>(I) IN GENERAL --If the child is a ward of the State and is not residing with the child's parent, the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 602) of the child for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(II) EXCEPTION --The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) <u>despite reasonable efforts to do so, the agency cannot discover the whereabouts of the parent of the child.</u></p> <p>(bb) <u>the rights of the parents of the child have been terminated in accordance with State law, or</u></p> <p>(cc) <u>the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<u>judge to represent the child.</u>	OC
E. Consent	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		(E) <u>RULE OF CONSTRUCTION.--The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.</u>	OC
F. Evaluation	TAC	§89.1011. Referral for Full and Individual Initial Evaluation	614	NC	OC
F. Evaluation	TEC	§29.004. Full Individual and Initial Evaluation		NC	OC
F. Evaluation	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		NC	OC
F. Evaluation	CFR	§300.531. Initial evaluation		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) REQUEST FOR INITIAL EVALUATION.--<u>Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</u></p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(I) to determine whether a child is a child with a disability (as defined in section 602) <u>within 60 days of receiving parental consent for the evaluation, or, if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</u></p> <p>(II) to determine the educational needs of such child.</p>	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(ii) <u>EXCEPTION.--The relevant timeframe in clause (i)(I) shall not apply to a local educational agency if--</u></p> <p>(I) <u>a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(I) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</u></p> <p>(II) <u>the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</u></p> <p>(D) PARENTAL CONSENT.--</p> <p>(i) IN GENERAL.--</p> <p>(I) CONSENT FOR INITIAL EVALUATION.--The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</p> <p>(II) CONSENT FOR SERVICES.--<u>An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</u></p> <p>(ii) ABSENCE OF CONSENT.--</p> <p>(I) FOR INITIAL EVALUATION.--<u>If the parent of such child does not provide consent for an initial evaluation under clause (i)(I), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by utilizing the procedures described in section 615, except to the extent inconsistent with State law</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>relating to such parental consent.</p> <p>(II) <u>FOR SERVICES.</u>--If the parent of such child refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</p> <p>(III) <u>EFFECT ON AGENCY OBLIGATIONS.</u>--If the parent of such child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</p> <p>(aa) the local educational agency shall not be considered to be in violation of the requirement to make available a free appropriate public education to the child for the failure to provide such child with the special education and related services for which the local educational agency requests such consent, and</p> <p>(bb) the local educational agency shall not be required to convene an IEP meeting or develop an IEP under this section for the child for the special education and related services for which the local educational agency requests such consent.</p> <p>(iii) <u>CONSENT FOR WARDS OF THE STATE.--</u></p> <p>(I) <u>IN GENERAL.</u>--If the child is a ward of the State and is not residing with the child's parent, the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 602) of the child for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(II) <u>EXCEPTION.</u>--The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) despite reasonable efforts to do so, the agency cannot discover the</p>	<p>CC</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p style="text-align: right;"><u>whereabouts of the parent of the child;</u></p> <p>(bb) <u>the rights of the parents of the child have been terminated in accordance with State law, or</u></p> <p>(cc) <u>the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.</u></p> <p>(E) RULE OF CONSTRUCTION.--The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.</p> <p>(2) REEVALUATIONS.--</p> <p>(A) IN GENERAL.--A local educational agency shall ensure that a reevaluation of each child with a disability is conducted in accordance with subsections (b) and (c)--</p> <p>(i) if the local educational agency determines that the educational or related services needs, <u>including improved academic achievement and functional performance,</u> of the child warrant a reevaluation; or</p> <p>(ii) if the child's parents or teacher requests a reevaluation.</p> <p>(B) LIMITATION.--<u>A reevaluation conducted under subparagraph (A) shall occur--</u></p> <p>(i) <u>not more frequently than once a year, unless the parent and the local educational agency agree otherwise; and</u></p> <p>(ii) <u>at least once every 3 years, unless the parent and the local educational agency agree that a reevaluation is unnecessary.</u></p>	CC
F. Evaluation	CFR	§300.532. Evaluation procedures		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>...</p> <p>(b) EVALUATION PROCEDURES.--</p> <p>...</p> <p>(3) ADDITIONAL REQUIREMENTS.--Each local educational agency shall ensure that--</p> <p>(A) assessments and other evaluation materials used to assess a child under this section--</p> <p>(i) are selected and administered so as not to be discriminatory on a racial or cultural basis;</p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<ul style="list-style-type: none"> (ii) are provided and administered in the language and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer; (iii) are used for purposes for which the assessments or measures are valid and reliable; (iv) are administered by trained and knowledgeable personnel; and (v) are administered in accordance with any instructions provided by the producer of such assessments; <p>(B) the child is assessed in all areas of suspected disability;</p> <p>(C) assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided; and</p> <p><u>(D) assessments of children with disabilities who transfer from 1 school district to another school district in the same academic year are coordinated with such children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.</u></p>	CC
F. Evaluation	CFR	§300.533. Determination of needed evaluation data		NC	CC
F. Evaluation	TAC	§89.1040. Eligibility Criteria		Will need to amend to reflect LD changes (see below)	CC
F. Evaluation	CFR	§300.534. Determination of eligibility		NC	CC
F. Evaluation	CFR	§300.535. Procedures for determining eligibility and placement		See above and below	CC
F. Evaluation	CFR	§300.536. Reevaluation		<p>(c) ADDITIONAL REQUIREMENTS FOR EVALUATION AND REEVALUATIONS.--</p> <p>(5) EVALUATIONS BEFORE CHANGE IN ELIGIBILITY.--</p> <p>(A) IN GENERAL.--Except as provided in subparagraph (B), a local educational agency shall evaluate a child with a disability in accordance with this section before determining that the child is no longer a child with a disability.</p> <p>(B) EXCEPTION.--</p> <p>(i) IN GENERAL.--<u>The evaluation described in subparagraph (A) shall not be required before the termination of a child's eligibility under this part due to graduation from secondary school with a</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>regular diploma, or due to exceeding the age eligibility for a free appropriate public education under State law.</u></p> <p>(ii) SUMMARY OF PERFORMANCE. - <u>-For a child whose eligibility under this part terminates under circumstances described in clause (i), a local educational agency shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.</u></p>	CC
F. Evaluation	CFR	§300.540. Additional team members		NC	CC
F. Evaluation	CFR	§300.541. Criteria for determining the existence of a specific learning disability		<p>(b) EVALUATION PROCEDURES.--</p> <p>(6) SPECIFIC LEARNING DISABILITIES.--</p> <p>(A) IN GENERAL.--<u>Notwithstanding section 607(b), when determining whether a child has a specific learning disability as defined in section 602, a local educational agency shall not be required to take into consideration whether a child has a severe discrepancy between achievement and intellectual ability in oral expression, listening comprehension, written expression, basic reading skill, reading comprehension, mathematical calculation, or mathematical reasoning.</u></p> <p>(B) ADDITIONAL AUTHORITY.--<u>In determining whether a child has a specific learning disability, a local educational agency may use a process that determines if the child responds to scientific, research-based intervention as a part of the evaluation procedures described in paragraphs (2) and (3).</u></p>	CC
F. Evaluation	CFR	§300.542. Observation		NC	CC
F. Evaluation	CFR	§300.543. Written report		NC	CC
G. Development...	TAC	§89.1050(a). [ARD committee]		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(f) ALTERNATIVE MEANS OF MEETING PARTICIPATION.--<u>When conducting IEP team meetings and placement meetings pursuant to this section, section 615(e), and section 615(f)(1)(B), and carrying out administrative matters under section 615 (such as scheduling, exchange of witness lists, and status conferences), the parent of a child with a disability and a local educational agency may agree to use alternative means of meeting participation, such as video conferences and conference calls.</u></p>	CC
G. Development...	TAC	§89.1050(d). [30-day timeline]		NC	CC

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G. Development...	TAC	§89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	EC
G. Development...	CFR	§300.342. When IEPs must be in effect	614(d)(2)(A)	NC	CC
G. Development...	TAC	§89.1050(b). [IFSP/IEP]		NC	CC
G. Development...	TAC	§89.1050(f). For a student who is new to a [charter school]:		NC	CC
G. Development...	CFR	§300.121. Free appropriate public education (FAPE)		<p>SEC. 612. STATE ELIGIBILITY.</p> <p><u>(C) STATE FLEXIBILITY.--A State that provides early intervention services in accordance with part C to a child who is eligible for services under section 619, is not required to provide such child with a free appropriate public education.</u></p> <p>SEC. 612. STATE ELIGIBILITY.</p> <p>(16) PARTICIPATION IN ASSESSMENTS.--</p> <p>(A) IN GENERAL.--All children with disabilities are included in all general State and districtwide assessment programs, <u>including assessments described under section 1111 of the Elementary and Secondary Education Act of 1965, with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs.</u></p> <p>(B) ACCOMMODATION GUIDELINES.--The State (or, in the case of a districtwide assessment, the local educational agency) has developed guidelines for the provision of appropriate accommodations.</p> <p><u>(C) ALTERNATE ASSESSMENTS --</u></p> <p>(i) <u>IN GENERAL.--The State (or, in the case of a districtwide assessment, the local educational agency) has developed and implemented guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments under subparagraph (A) with accommodations as indicated in their respective individualized education programs.</u></p> <p>(ii) <u>REQUIREMENTS FOR ALTERNATE ASSESSMENTS.--</u> <u>The guidelines under clause (i) shall provide for alternate assessments that--</u></p> <p>(i) <u>are aligned with the State's challenging academic content standards and challenging</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>student academic achievement standards; and</u></p> <p>(II) <u>if the State has adopted alternate academic achievement standards permitted under the regulations promulgated to carry out section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, measure the achievement of children with disabilities against those standards.</u></p> <p>(iii) <u>CONDUCT OF ALTERNATE ASSESSMENTS.--The State conducts the alternate assessments described in this subparagraph.</u></p>	CC
G. Development...	CFR	§300.343. IEP meetings	613(a)(1) 614(d)(2)(A)	NC	CC
G. Development...	CFR	§300.344. IEP team	614(d)(1)(7)(A)	See below	CC
G. Development...	TAC	§89.1050(c). [Teacher member requirements]		NC	CC
G. Development...	CFR	§300.345. Parent participation		See below	CC
G. Development...	CFR	§300.346. Development, review, and revision of IEP		(iv) <u>the academic, developmental, and functional needs of the child.</u>	CC
G. Development...	CFR	§300.347. Content of IEP		<p>VIII) <u>beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u></p> <p>(aa) <u>appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills;</u></p> <p>(bb) <u>the transition services (including courses of study) needed to assist the child in reaching those goals;</u></p> <p>add this to Transfer of rights:</p> <p>(cc) <u>beginning not later than 1 year before the child reaches the age of majority under State law, a statement that the child has been informed of the</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				child's rights under this title, if any, that will transfer to the child on reaching the age of majority under section 615(m).	OC
G. Development...	TAC	§89.1055. Content of the Individualized Education Program (IEP)		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(d) INDIVIDUALIZED EDUCATION PROGRAMS.--</p> <p>(D) AGREEMENT.--In making changes to a child's IEP after the annual IEP meeting for a school year, the parent of a child with a disability and the local educational agency may agree not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend or modify the child's current IEP.</p> <p>(E) CONSOLIDATION OF IEP TEAM MEETINGS.--To the extent possible, the local educational agency shall encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.</p> <p>(F) AMENDMENTS.--Changes to the IEP may be made either by the entire IEP Team or, as provided in subparagraph (D), by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.</p>	OC
G. Development...	TAC	§89.1050(e). [The report]		NC	OC
G. Development...	CFR	§300.348. Agency responsibilities for transition services		NC	OC
G. Development...	CFR	§300.350. IEP accountability		NC	OC
G. Development...	CFR	§300.309. Extended school year services		NC	OC
G. Development...	TAC	§89.1065. Extended School Year Services (ESY Services)		NC	OC
G. Development...	TAC	§89.1050(g). [Discipline]		See below (K)	OC
G. Development...	TAC	§89.1050(h). [Disagreements]		NC	OC
G. Development...	TEC	§37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out		NC	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
G. Development...	TAC	§89.1053. Procedures for Use of Restraint and Time-Out		NC	CC
G. Development...	TAC	§89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities	612	<p>(A) CHILDREN ENROLLED IN PRIVATE SCHOOLS BY THEIR PARENTS.--</p> <p>(i) IN GENERAL.--To the extent consistent with the number and location of children with disabilities in the State who are enrolled by their parents in private elementary schools and secondary schools in the school district served by a local educational agency, provision is made for the participation of those children in the program assisted or carried out under this part by providing for such children special education and related services in accordance with the following requirements, unless the Secretary has arranged for services to those children under subsection (f):</p> <p>(I) Amounts to be expended for the provision of those services (including direct services to parentally placed private school children) by the local educational agency shall be equal to a proportionate amount of Federal funds made available under this part.</p> <p>(II) <u>In calculating the proportionate amount of Federal funds, the local educational agency, after timely and meaningful consultation with representatives of private schools as described in clause (iii), shall conduct a thorough and complete child find process to determine the number of parentally placed children with disabilities attending private schools located in the local educational agency.</u></p> <p>(III) Such services to parentally placed private school children with disabilities may be provided to the children on the premises of private, including religious, schools, to the extent consistent with law.</p> <p>(IV) <u>State and local funds may supplement and in no case shall supplant the proportionate amount of Federal funds required to be expended under this subparagraph.</u></p> <p>(V) <u>Each local educational agency shall maintain its records and provide to the State educational agency the number of children evaluated under this subparagraph, the number of children determined to be children with disabilities under this paragraph, and the number</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p style="text-align: right;">of children served under this paragraph.</p> <p>(ii) CHILD FIND REQUIREMENT.--</p> <p>(i) IN GENERAL.--The requirements of paragraph (3) (relating to child find) shall apply with respect to children with disabilities in the State who are enrolled in private, including religious, elementary schools and secondary schools.</p> <p>(ii) <u>EQUITABLE PARTICIPATION.--</u>The child find process shall be designed to ensure the equitable participation of parentally placed private school children with disabilities and an accurate count of such children.</p> <p>(iii) <u>ACTIVITIES.--</u>In carrying out this clause, the local educational agency, or where applicable, the State educational agency, shall undertake activities similar to those activities undertaken for the agency's public school children.</p> <p>(iv) <u>COST.--</u>The cost of carrying out this clause, including individual evaluations, may not be considered in determining whether a local educational agency has met its obligations under clause (i).</p> <p>(v) <u>COMPLETION PERIOD.--</u>Such child find process shall be completed in a time period comparable to that for other students attending public schools in the local educational agency.</p> <p>(iii) <u>CONSULTATION.--</u>To ensure timely and meaningful consultation, a local educational agency, or where appropriate, a State educational agency, shall consult with private school representatives and representatives of parents of parentally placed private school children with disabilities during the design and development of special education and related services for the children, including regarding--</p> <p>(i) the child find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process;</p> <p>(ii) the determination of the proportionate amount of Federal funds available to serve parentally placed private school children with disabilities under this subparagraph, including the</p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>determination of how the amount was calculated;</u></p> <p>(III) <u>the consultation process among the local educational agency, private school officials, and representatives of parents of parentally placed private school children with disabilities, including how such process will operate throughout the school year to ensure that parentally placed private school children with disabilities identified through the child find process can meaningfully participate in special education and related services;</u></p> <p>(IV) <u>how, where, and by whom special education and related services will be provided for parentally placed private school children with disabilities, including a discussion of types of services, including direct services and alternate service delivery mechanisms, how such services will be apportioned if funds are insufficient to serve all children, and how and when these decisions will be made; and</u></p> <p>(V) <u>how, if the local educational agency disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the local educational agency shall provide to the private school officials a written explanation of the reasons why the local educational agency chose not to provide services directly or through a contract.</u></p> <p>(iv) WRITTEN AFFIRMATION.--<u>When timely and meaningful consultation as required by clause (iii) has occurred, the local educational agency shall obtain a written affirmation signed by the representatives of participating private schools, and if such representatives do not provide such affirmation within a reasonable period of time, the local educational agency shall forward the documentation of the consultation process to the State educational agency.</u></p> <p>(v) COMPLIANCE.--</p> <p>(I) IN GENERAL.--<u>A private school official shall have the right to submit a complaint to the State educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private</u></p>	<p>CC</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>school official.</u></p> <p>(II) <u>PROCEDURE.--If the private school official wishes to submit a complaint, the official shall provide the basis of the noncompliance with this subparagraph by the local educational agency to the State educational agency, and the local educational agency shall forward the appropriate documentation to the State educational agency. If the private school official is dissatisfied with the decision of the State educational agency, such official may submit a complaint to the Secretary by providing the basis of the noncompliance with this subparagraph by the local educational agency to the Secretary, and the State educational agency shall forward the appropriate documentation to the Secretary.</u></p> <p>(vi) <u>PROVISION OF EQUITABLE SERVICES.--</u></p> <p>(I) <u>DIRECTLY OR THROUGH CONTRACTS.--The provision of services pursuant to this subparagraph shall be provided--</u></p> <p>(aa) <u>by employees of a public agency, or</u></p> <p>(bb) <u>through contract by the public agency with an individual, association, agency, organization, or other entity.</u></p> <p>(II) <u>SECULAR, NEUTRAL, NONIDEOLOGICAL.--</u> <u>Special education and related services provided to parentally placed private school children with disabilities, including materials and equipment, shall be secular, neutral, and nonideological.</u></p> <p>(vii) <u>PUBLIC CONTROL OF FUNDS.--</u> <u>The control of funds used to provide special education and related services under this subparagraph, and title to materials, equipment, and property purchased with those funds, shall be in a public agency for the uses and purposes provided in this title, and a public agency shall administer the funds and property.</u></p>	CC
H. (LRE) Placement	CFR	§300.550. General LRE requirements	612	No substantive change (NC)	CC
H. (LRE) Placement	CFR	§300.551. Continuum of alternative placements		NC	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
H. (LRE) Placement	TAC	§89.63 Instructional Arrangements and Settings		NC	OC
H. (LRE) Placement	CFR	§300.552. Placements		NC	OC
H. (LRE) Placement	CFR	Nonacademic settings		NC	OC
I. Transition Planning	CFR	§300.29. Transition services	602	(34) TRANSITION SERVICES. --The term 'transition services' means a coordinated set of activities for a child with a disability that-- <u>(1) (A) is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;</u>	OC
I. Transition Planning	CFR	§300.345. Parent participation	614	<u>(d) (1) (A) (VIII) beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u> <u>(aa) appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills;</u> <u>(bb) the transition services (including courses of study) needed to assist the child in reaching those goals; and</u> <u>(cc)[no change]</u> corresponding changes in: <u>§89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.</u> <u>§26.0081. Right to Information Concerning Special Education and Education of Students with Learning Difficulties.</u>	OC
I. Transition Planning	CFR	§300.344. IEP team	614	(C) IEP TEAM ATTENDANCE. -- <u>(i) ATTENDANCE NOT NECESSARY.--A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a child with a disability and the local educational agency agree that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.</u> <u>(ii) EXCUSAL.--A member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if--</u> <u>(I) the parent and the local educational agency</u>	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>consent to the excusal; and</u></p> <p><u>(ii) the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.</u></p> <p><u>(iii) WRITTEN AGREEMENT AND CONSENT REQUIRED.--A parent's agreement under clause (i) and consent under clause (ii) shall be in writing.</u></p> <p><u>Corresponding changes in:</u> <u>§89.1050. The Admission, Review, and Dismissal (ARD) Committee.</u> <u>§29.005. Individualized Education Program.</u></p>	CC
I. Transition Planning	CFR	§300.348. Agency responsibilities for transition services		See above	CC
I. Transition Planning	TAC	§89.1055 (g). Content of the Individualized Education Program (IEP)	614	<p><u>(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS.--</u></p> <p><u>(i) IN GENERAL.--</u></p> <p><u>(i) TRANSFER WITHIN THE SAME STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</u></p> <p><u>(ii) TRANSFER OUTSIDE STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops a new IEP, if appropriate, that is consistent with Federal and State law.</u></p> <p><u>(ii) TRANSMITTAL OF RECORDS.--To facilitate the transition for a child described in clause (i)--</u></p> <p><u>(i) the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</u></p> <p><u>(ii) the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</u></p> <p><u>(3) DEVELOPMENT OF IEP.--</u></p> <p><u>(A) IN GENERAL.--In developing each child's IEP, the IEP Team, subject to subparagraph (C), shall consider--</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(A) <u>IN GENERAL</u>.--For any special education teacher, the term 'highly qualified' has the meaning given the term in section 9101 of the Elementary and Secondary Education Act of 1965, except that such term also--</p> <p>(i) <u>includes the requirements described in subparagraph (B); and</u></p> <p>(ii) <u>includes the option for teachers to meet the requirements of section 9101 of such Act by meeting the requirements of subparagraph (C) or (D).</u></p> <p>(B) <u>REQUIREMENTS FOR SPECIAL EDUCATION TEACHERS</u>.--When used with respect to any public elementary school or secondary school special education teacher teaching in a State, such term means that--</p> <p>(i) <u>the teacher has obtained full State certification as a special education teacher (including certification obtained through alternative routes to certification), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law;</u></p> <p>(ii) <u>the teacher has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and</u></p> <p>(iii) <u>the teacher holds at least a bachelor's degree.</u></p> <p>(C) <u>SPECIAL EDUCATION TEACHERS TEACHING TO ALTERNATE ACHIEVEMENT STANDARDS</u>.--When used with respect to a special education teacher who teaches core academic subjects exclusively to children who are assessed against alternate achievement standards established under the regulations promulgated under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, such term means the teacher, whether new or not new to the profession, may either--</p> <p>(i) <u>meet the applicable requirements of section 9101 of such Act for any elementary, middle, or secondary school teacher who is new or not new to the profession; or</u></p> <p>(ii) <u>meet the requirements of subparagraph (B) or (C) of section 9101(23) of such Act as applied to an elementary school teacher, or, in the case of instruction above the elementary level, has subject matter knowledge appropriate to the level of instruction being provided, as determined by the State, needed to effectively teach to those standards.</u></p> <p>(D) <u>SPECIAL EDUCATION TEACHERS TEACHING MULTIPLE SUBJECTS</u>.--When used with respect to a special education teacher who teaches 2 or more core academic subjects exclusively to children with disabilities, such term means that the teacher may either--</p> <p>(i) <u>meet the applicable requirements of section 9101 of the Elementary and Secondary Education Act of 1965 for any</u></p>	OC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>elementary, middle, or secondary school teacher who is new or not new to the profession:</u></p> <p>(j) <u>in the case of a teacher who is not new to the profession, demonstrate competence in all the core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher who is not new to the profession under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects; or</u></p> <p>(iii) <u>in the case of a new special education teacher who teaches multiple subjects and who is highly qualified in mathematics, language arts, or science, demonstrate competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects, not later than 2 years after the date of employment.</u></p> <p>(E) <u>RULE OF CONSTRUCTION.--Notwithstanding any other individual right of action that a parent or student may maintain under this part, nothing in this section or part shall be construed to create a right of action on behalf of an individual student or class of students for the failure of a particular State educational agency or local educational agency employee to be highly qualified.</u></p> <p>(F) <u>DEFINITION FOR PURPOSES OF THE ESEA.--A teacher who is highly qualified under this paragraph shall be considered highly qualified for purposes of the Elementary and Secondary Education Act of 1965.</u></p>	CC
J. Certified Personnel	CFR	§300.26. Special education	602	[New requirement that each special education teacher meet the definition of "highly qualified" [in 20 U.S.C. 1401(10)] by the deadline established in 1119(a)(2) [by the end of the 2005-2006 school year]. (see above)]	CC
K. Services to Expelled Students	CFR	§300.121(d). Free appropriate public education (FAPE)	615	NC	CC
K. Services to Expelled Students	CFR	§300.522. Determination of setting	615	<p>(k) <u>PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</u></p> <p>(2) <u>DETERMINATION OF SETTING.--The interim alternative educational setting in subparagraphs (C) and (G) of paragraph (1) shall be determined by the IEP Team.</u></p>	CC
K. Services to Expelled Students	TEC	§37.004. Placement of Students with Disabilities	615	<p>(k) <u>PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</u></p> <p>(1) <u>AUTHORITY OF SCHOOL PERSONNEL.--</u></p> <p>(A) <u>CASE-BY-CASE DETERMINATION.-- School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>conduct.</u></p> <p>(B) AUTHORITY.--School personnel under this subsection may remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days (to the extent such alternatives are applied to children without disabilities).</p> <p>(C) ADDITIONAL AUTHORITY.--If school personnel seek to order a change in placement that would exceed 10 school days and the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to subparagraph (E), the relevant disciplinary procedures applicable to children without disabilities may be applied to the child in the same manner and for the same duration in which the procedures would be applied to children without disabilities, except as provided in section 612(a)(1) although it may be provided in an interim alternative educational setting.</p> <p>(D) SERVICES.--A child with a disability who is removed from the child's current placement under subparagraph (G) (irrespective of whether the behavior is determined to be a manifestation of the child's disability) or subparagraph (C) shall--</p> <p>(i) <u>continue to receive educational services, as provided in section 612(a)(1), so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and</u></p> <p>(ii) <u>receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.</u></p> <p>(E) MANIFESTATION DETERMINATION.--</p> <p>(i) <u>IN GENERAL.</u>--Except as provided in subparagraph (B), within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine--</p> <p>(I) <u>if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or</u></p> <p>(II) <u>if the conduct in question was</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>the direct result of the local educational agency's failure to implement the IEP.</p> <p>(ii) <u>MANIFESTATION</u>--If the local educational agency, the parent, and relevant members of the IEP Team determine that either subclause (I) or (II) of clause (i) is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.</p> <p>(F) <u>DETERMINATION THAT BEHAVIOR WAS A MANIFESTATION</u> --If the local educational agency, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall--</p> <p>(i) <u>conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the local educational agency had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement described in subparagraph (C) or (G);</u></p> <p>(ii) <u>in the situation where a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and</u></p> <p>(iii) <u>except as provided in subparagraph (G), return the child to the placement from which the child was removed, unless the parent and the local educational agency agree to a change of placement as part of the modification of the behavioral intervention plan.</u></p> <p>(G) <u>SPECIAL CIRCUMSTANCES</u> --School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, in cases where a child--</p> <p>(i) <u>carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a State or local educational agency;</u></p> <p>(ii) <u>knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or</u></p> <p>(iii) <u>has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.</u></p> <p>(H) <u>NOTIFICATION</u> --Not later than the date</p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>on which the decision to take disciplinary action is made, the local educational agency shall notify the parents of that decision, and of all procedural safeguards accorded under this section.</u></p> <p>(3) APPEAL--</p> <p>(A) IN GENERAL--The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination under this subsection, or a local educational agency that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request a hearing.</p> <p>(B) AUTHORITY OF HEARING OFFICER--</p> <p>(i) IN GENERAL--A hearing officer shall hear, and make a determination regarding, an appeal requested under subparagraph (A).</p> <p>(ii) CHANGE OF PLACEMENT ORDER--In making the determination under clause (i), the hearing officer may order a change in placement of a child with a disability. In such situations, the hearing officer may--</p> <p>(i) <u>return a child with a disability to the placement from which the child was removed; or</u></p> <p>(ii) <u>order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.</u></p> <p>(4) PLACEMENT DURING APPEALS--When an appeal under paragraph (3) has been requested by either the parent or the local educational agency--</p> <p>(A) the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in paragraph (1)(C), whichever occurs first, unless the parent and the State or local educational agency agree otherwise; and</p> <p>(B) <u>the State or local educational agency shall arrange for an expedited hearing, which shall occur within 20 school days of the date the hearing is requested and shall result in a determination within 10 school days after the hearing.</u></p>	CC
L. Allowable Expenditures of State Special Education Funds	TAC	§89.1125. Allowable Expenditures of State Special Education Funds	613	<p>(4) PERMISSIVE USE OF FUNDS--</p> <p>(A) USES--Notwithstanding paragraph (2)(A) or section 612(a)(17)(B) (relating to commingled funds), funds provided to the local educational agency under this part may be used for the following activities:</p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>(i) SERVICES AND AIDS THAT ALSO BENEFIT NONDISABLED CHILDREN.--For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to a child with a disability in accordance with the individualized education program of the child, even if 1 or more nondisabled children benefit from such services.</p> <p>(ii) EARLY INTERVENING SERVICES --To develop and implement coordinated, early intervening educational services in accordance with subsection (f).</p> <p>(iii) HIGH COST EDUCATION AND RELATED SERVICES --To establish and implement cost or risk sharing funds, consortia, or cooperatives for the local educational agency itself, or for local educational agencies working in a consortium of which the local educational agency is a part, to pay for high cost special education and related services.</p> <p>(B) ADMINISTRATIVE CASE MANAGEMENT.--A local educational agency may use funds received under this part to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the individualized education program of children with disabilities, that is needed for the implementation of such case management activities.</p> <p>(5) TREATMENT OF CHARTER SCHOOLS AND THEIR STUDENTS.--In carrying out this part with respect to charter schools that are public schools of the local educational agency, the local educational agency--</p> <p>(A) serves children with disabilities attending those charter schools in the same manner as the local educational agency serves children with disabilities in its other schools, <u>including providing supplementary and related services on site at the charter school to the same extent to which the local educational agency has a policy or practice of providing such services on the site to its other public schools;</u> and</p> <p>(B) provides funds under this part to those charter schools--</p> <p>(i) on the same basis as the local educational agency provides funds to the local educational agency's other public schools, <u>including proportional distribution based on relative enrollment of children with disabilities;</u> and</p> <p>(ii) <u>at the same time as the agency distributes other Federal funds to the agency's other public schools, consistent with the State's charter school law.</u></p>	<p>CC</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
					CC
L. Allowable Expenditures of State Special Education Funds	TAC	§105.11. Maximum Allowable Indirect Cost	613	<p>(C) ADJUSTMENT TO LOCAL FISCAL EFFORT IN CERTAIN FISCAL YEARS.--</p> <p>(i) AMOUNTS IN EXCESS.-- <u>Notwithstanding clauses (ii) and (iii) of subparagraph (A), for any fiscal year for which the allocation received by a local educational agency under section 611(f) exceeds the amount the local educational agency received for the previous fiscal year, the local educational agency may reduce the level of expenditures otherwise required by subparagraph (A)(iii) by not more than 50 percent of the amount of such excess.</u></p> <p>(ii) USE OF AMOUNTS TO CARRY OUT ACTIVITIES UNDER ESEA.-- <u>If a local educational agency exercises the authority under clause (i), the agency shall use an amount of local funds equal to the reduction in expenditures under clause (i) to carry out activities authorized under the Elementary and Secondary Education Act of 1965.</u></p> <p>(iii) STATE PROHIBITION.-- <u>Notwithstanding clause (i), if a State educational agency determines that a local educational agency is unable to establish and maintain programs of free appropriate public education that meet the requirements of subsection (a) or the State educational agency has taken action against the local educational agency under section 616, the State educational agency shall prohibit the local educational agency from reducing the level of expenditures under clause (i) for that fiscal year.</u></p> <p>(iv) SPECIAL RULE.--<u>The amount of funds expended by a local educational agency under subsection (f) shall count toward the maximum amount of expenditures such local educational agency may reduce under clause (i).</u></p> <p>(f) EARLY INTERVENING SERVICES.--</p> <p>(1) IN GENERAL.--<u>A local educational agency may not use more than 15 percent of the amount such agency receives under this part for any fiscal year, less any amount reduced by the agency pursuant to subsection (a)(2)(C), if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated, early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.</u></p> <p>(2) ACTIVITIES.--<u>In implementing coordinated,</u></p>	CC

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>early intervening services under this subsection, a local educational agency may carry out activities that include--</u></p> <p>(A) <u>professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and</u></p> <p>(B) <u>providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.</u></p> <p>(3) <u>CONSTRUCTION.--Nothing in this subsection shall be construed to limit or create a right to a free appropriate public education under this part.</u></p> <p>(4) <u>REPORTING.--Each local educational agency that develops and maintains coordinated, early intervening services under this subsection shall annually report to the State educational agency on--</u></p> <p>(A) <u>the number of students served under this subsection; and</u></p> <p>(B) <u>the number of students served under this subsection who subsequently receive special education and related services under this title during the preceding 2-year period.</u></p>	CC

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION

For the period May 12, 2000 to the present

Individual making report: Onor Ulvi Celepcikay
(Please Print or Type Full Name)

Employer or Company Represented: Cosmos Foundation
(Please Print or Type Full Name)

Position/Title: President
(Please Print or Type Full Name)

Services Rendered to SBOE or Contract, Grant, or Charter Issued by SBOE
N/A

Transaction 1.

DATE N/A

AMOUNT N/A

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION
N/A

DETAILED DESCRIPTION OF EXPENDITURE
N/A

Transaction 2.

DATE N/A

AMOUNT N/A

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION

For the period May 12, 2000 to the present

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

_____ N/A _____

DETAILED DESCRIPTION OF EXPENDITURE _____ N/A _____

Transaction 3.


DATE _____ N/A _____

AMOUNT _____ N/A _____

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

_____ Onec Ului Celepcitay _____ 09/09/05
Print or Type Name of Organization President Date

_____  _____ 09/09/05
Signature of Organization President Date

Coenas Foundation Inc.
Official Name of Charter Holder

76-0615 245
FEI No./Taxpayer ID

Harmony School of Excellence - Houston
Charter School Name

County-District No.

TEXAS EDUCATION AGENCY

Division of Planning and Grant Reporting

General Application of Assurances for Federal Programs Administered by the
U.S. Department of Education

Authority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).


Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Planning and Grant Reporting at (512) 463-7004.

Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)		
<u>Over H. Celepalkay</u>	<u>09/09/05</u>	<u>713-729 4600</u>			
Typed Title of Authorized Official of Charter Holder					
<u>President</u>					
Address of Charter Holder	City		State	Zip Code	
<u>5435 S. Braeswood</u>	<u>Houston</u>		<u>TX</u>	<u>77096</u>	

Return original to:

Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress
Austin, Texas 78701

DF/GA/CS-001R03

ASSURANCES

The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

Assurance is hereby given that:

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f * of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

AND

In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including —
 - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

* Section 1232f, United States Code, Title 20, Education

RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.

DF/GA/CS-001R03

c-mail

LEGAL REVIEW OF GENERATION 11 APPLICATION

Proposed Charter School: Harmony School of Excellence

Sponsoring Entity: Cosmos Foundation, Inc.

AREAS REVIEWED	Issues Identified
Governance Structure	<ul style="list-style-type: none">• The applicant currently holds three other charters.• Section 2.13 of the bylaws relating to voting by proxy conflicts with the Texas Open Meetings Act.
Biographical Affidavits	<ul style="list-style-type: none">• L. Bulut's affidavit contains an incorrect date (Sept. 2005) in response to question 11.• S. Tarim's affidavit reflects in response to question 15 that he will not receive compensation for his employment; however, other sections of the application reflect that the superintendent will be paid.
Teacher Qualifications	OK.
Admissions Policy	<ul style="list-style-type: none">• The answer to 9(c) regarding the waiting list must be clarified.• Regarding the response to 9(d), the deadline for returning students to notify the school of their intent to return must be no later than March 15 (instead of April 15) so that the school can give these students priority before conducting a lottery in late March.• If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process.
Nonprofit Status	OK.
Other	N/A
Application Preparer	Soner Tarim (interim superintendent)
Overall, this application does not raise any major legal concerns.	

*Fixed
should be
2004*

EXHIBIT E

Information Regarding Instructional Facilities

Harmony School of
Excellence

Information Regarding Instructional Facilities

Please provide the following information concerning the local agency that issues certificates of occupancy, or their equivalent, in the jurisdiction in which the new charter school(s) will be located.

Name of Local Agency: City of Houston Planning Department

Name of Contact Person at Local Agency: Paul R. Nelson, Director

Telephone No. for Contact Person at Local Agency: 713-837-0311

Address of Local Agency: P.O. Box 1562 Houston, TX 77251-1562



If an occupancy certificate has not yet been received, please state the approximate wait time between the initial submission of forms and the final approval. 4 to 6 weeks

List any special requirements that the local agency has for instructional facilities.

None

List any other pertinent information.

None

Cosmos Foundation

Excellence and Equity in Education and Science

01/06/2006

Maggie Baker
Senior Counsel
TEA Division of Legal Services
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 78701-1494

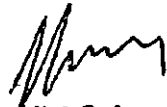
Re: Contingencies for Harmony School of Excellence Charter Proposal

Dear Ms. Baker,

Attached is the addendum to the responses to the contingencies that were previously sent. Please accept these updates.

Should you need further information, please contact me.

Sincerely,



Oner Ulvi Celepcikay
Board President

Cell: 832 419 5223
Email: [REDACTED]



HARMONY SCHOOL

REGISTRATION FORM FOR 2006-2007 ACADEMIC YEAR

All information on this registration form is confidential. Please type or print using black or blue ink using CAPITAL letters

Student's Name: _____
(Last) (First) (Middle)

Grade enrolled for: 6 7 8 9 10 11

Social Security Number: _____ Date of birth: (MM/DD/YY) ____/____/____

Address: _____
(House No.) (Street) (Apt. No.) (City) (State) (Zip Code)

Phone: (____) _____ (____) _____ Cellular: (____) _____
(Home) (Work)

Parent's E-mail *Required: _____ @ _____ FAX: (____) _____

Student's first language: English (check) _____ Other (please state): _____

If 'Other,' how many years has the student attended school in English? _____

Does the student have any learning disabilities? No Yes If yes, explain and submit ARD papers:

If yes, does the applicant currently have an Individual Education Plan (IEP)? No Yes

I give HSA-Austin permission for publicizing my child's photos on the HSA-Austin's website. Agree Disagree

I/We, the undersigned, hereby certify that, to the best of my/our knowledge and belief, the answers to the foregoing questions and statements made by me/us in this application are complete and accurate. I/We understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Signature of Parent or Guardian

Date

Signature of Parent or Guardian

Date

*Parents are required to attain a valid email address for effective future correspondence with student's records



Legal Review

GOVERNANCE STRUCTURE:

Issue Identified: Section 2.13 of the bylaws relating to voting with proxy conflicts with the Texas Open Meeting Act.

Response: Section 2.13 of the bylaws relating to voting with proxy was revised last year during the contingencies negotiations for Harmony Elementary and submitted to the TEA. Section 2.13 of the bylaw was changed to "Board of Directors may not issue a proxy or may not be represented by a proxy", please see attached exhibit C. ✓

BIOGRAPHICAL AFFIDAVITS:

Issue Identified: Levent Bulut's affidavit contains an incorrect date (Sept. 2005) in response to question 11.

Response: Please see corrected affidavit in exhibit A. ✓

Issue Identified: Soner Tarim's affidavit reflects in response to question 15 that he will not receive compensation for his employment; however, other sections of the application reflect that the superintendent will be paid.

Response: S. Tarim will not receive any compensation for serving as the interim superintendent. However, he receives salary from Cosmos Foundation for the work performing for existing charter schools. The revised affidavit is included in exhibit A. ✓

ADMISSIONS POLICY:

Issue Identified: The answer to 9(c) regarding the waiting list must be clarified.

Response: The lottery will be paused momentarily once number of student names reach proposed enrollment cap. Then the drawing will continue and a waiting list will be developed by pulling the remaining names until all names are pulled. Students on the waiting list will be offered admission according to their assigned number as vacancy arises.

Issue Identified: Regarding the response to 9(d), the deadline for returning students to notify the school of their intent to return must be no later than March 15 (instead of April 15) so that the school can give these students priority before conducting a lottery in late March.

Response: The deadline for returning students to notify the school of their intent to return must be no later than March 15 instead of April 15 as given in 9(d).

Issue Identified: The admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process.

Response: The admissions application, enrollment form(s), and promotional materials are submitted in exhibit D.

FACILITIES:

Issue Identified: The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the school facility. The occupancy certificate must show that the building has been approved for the operation of a school.

Response: A copy of the occupancy certificate for the building to be used as the school facility will be submitted to TEA as it becomes available.

Issue Identified: The charter holder must complete the attached form that relates to the local agency that issues occupancy certificates in the jurisdiction where the new school will be located.

Response: Information regarding instructional facilities is given in Exhibit E.

EXHIBIT A

Biographical Affidavits

Revised affidavits for;

1. Levent Bulut
2. Fatih Yigit
3. Soner Tarim

EXHIBIT C

Revised Bylaws

Revised bylaws for the Cosmos Foundation Inc.

EXHIBIT D

Admission Documents

1. Application Form for Admission
2. Registration Form for Enrollment



HARMONY SCHOOL OF EXCELLENCE

1234 School Address ♦ Tel: 713-000-0000 ♦ F: APPROVED DURING CONTINGENCY PROCESS

APPLICATION FORM FOR ADMISSION

DEAR PARENTS AND APPLICANT:

Thank you for your interest in HARMONY SCHOOL OF EXCELLENCE (HSE). Please fill out this application form completely. Falsifications, misrepresentations, or omissions may disqualify your application. Information you supply may not be given to any other person/company for any purpose. Applications received unsigned and incomplete, may not be considered for acceptance.

FOR OFFICE USE ONLY
Date Application Received: _____
Application #: _____

Please either type or print clearly using black or blue ink.

Student's name: _____ (Last) / _____ (First) / _____ (Middle)

Date of birth (mm/dd/yy): ____/____/____

Does the applicant have a sibling who's attending Harmony School of Excellence? No Yes

Grade applied for : K 1 2 3 4 5 6 7 8 9 10 11 12

Phone: _____ (Home) / _____ (Mobile) / _____ (Work)

Permanent address: _____ (Street & House/Apt. No.) / _____ (City) / _____ (State) (Zip Code)

Current School: _____ School District: _____

Telephone: (____) _____ Fax: (____) _____ Years Attended: _____ to _____

We/I, the undersigned, hereby certify that, to the best of our/my knowledge and belief, the answers to the foregoing questions and statements made by us/me in this application are complete and accurate. We/I understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Parent's or Guardian's Name _____

E-mail _____ @ _____

Parent's or Guardian's Signature _____

Date _____

Do not e-mail your application for security purposes. HSE is not responsible for lost e-mail.

Please mail or fax the completed application to:

HARMONY SCHOOL OF EXCELLENCE
Address and contact phone numbers are not available at this time.
Phone: (713) 000-0000 **Fax:** (713) 000-0000
WEB: www.hsabx.org **E-mail:** excellence@hsabx.org



HARMONY SCHOOL OF EXCELLENCE

0000 Address Houston, TX 77000 ♦ Tel: 713.000.0000 ♦ Fax: 713.000.0000

REGISTRATION FORM FOR ENROLLMENT*

DEAR PARENTS AND APPLICANT:

Thank you for your interest in HARMONY SCHOOL OF EXCELLENCE (HSE). Please fill out this form completely. Information you supply may not be given to any other companies. Applications received unsigned and incomplete may not be considered for acceptance.

FOR OFFICE USE ONLY	
Date Application Received:	_____
Application #:	_____

Please either type or print clearly using black or blue ink.

STUDENT INFORMATION

Student's name: _____ (Last) _____ (First) _____ (Middle)

Date of birth (mm/dd/yy) : ___/___/___ Gender: Male Female

Grade applied for : K 1 2 3 4 5 6 7 8 9 10 11 12

Ethnicity (Check one): African American Caucasian Hispanic Native American Asian Other

Phone: (_____) _____ (Home) (_____) _____ (Mobile)

Permanent address: _____ (Street & House/Apt. No.) _____ (City) _____ (State) _____ (Zip Code)

Does the applicant have a sibling who's attending Harmony School of Excellence? No Yes

If yes, please write: Student Name: _____ Current Grade _____

Please list applicant's honors, awards, or special achievements (in or out of school): _____

SCHOOL INFORMATION

Please list all schools the applicant has attended during the past three years, starting with the most recent school. Use a separate sheet if necessary.

Current School: _____ School District: _____

Telephone: (_____) _____ Fax: (_____) _____ Years Attended: _____ to _____

Has the student ever been expelled, suspended, or asked not to return to a school? No Yes if yes, explain: _____

Has applicant ever skipped a grade? No Yes Which grade and why? _____

Has applicant ever repeated a grade? No Yes Which grade and why? _____

Please check appropriate box/boxes if applicant has received any Special Education Services.

Learning Disability: area(s) qualified _____

Speech Impairment Emotionally Disturbed Other _____

Please attach student's most recent ARD/IEP Supplements and Assessments (FIE) as needed for above disabilities.

*: Please note that this Registration Form for Enrollment is required only after student is offered admission and registering to the HSE.

APPLICANT FAMILY INFORMATION

Parent/ Custodial Parent/ Guardian

Title (circle one): Mr. Mrs. Ms. Miss Dr. Rev. Full name: _____ Relationship to applicant: _____ Home phone: _____ E-mail: _____ @ _____	Address: _____ _____ Job Position/Title: _____ Employer's Name: _____ Employer's Address: _____
--	---

Applicant lives with: Mother Father Both Other: _____

How did you learn about HSE? (please check)

- | | |
|--|--|
| <input type="checkbox"/> Brochure, flyer, handout | <input type="checkbox"/> Advertisement (where?): _____ |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Newspaper (name?): _____ |
| <input type="checkbox"/> Outdoor sign | <input type="checkbox"/> Friend |
| <input type="checkbox"/> Relative | <input type="checkbox"/> Walk-in |
| <input type="checkbox"/> Other (please specify): _____ | |

Briefly state why you wish to have your child/children enrolled at Harmony School of Excellence:

We/I, the undersigned, hereby certify that, to the best of our/my knowledge and belief, the answers to the foregoing questions and statements made by us/me in this application are complete and accurate. We/I understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Signature of Parent or Guardian

Date

Signature of Parent or Guardian

Date

Do not e-mail your application via internet for security purposes; HSE is not responsible for lost e-mail.

Please mail or fax the completed application to:

HARMONY SCHOOL OF EXCELLENCE

Address and contact phone numbers are not available at this time.

Phone: (713) 000-0000 **Fax:** (713) 000-0000

WEB: www.hsabx.org **E-mail:** excellence@hsabx.org

Division of Financial Audits

VISION OF THE SCHOOL:

Question 1: Page 14 and 15 discusses out of state and Europe trips. Is the \$12,200 budgeted in Year 1 adequate and is this practical in view of the negative net asset situation noted on page 148?

Answer 1: \$12,200 budget item is for the field trips organized as part of curricular activities, mainly in the State of Texas. The Europe trip is not funded by the school funds and it is totally paid by the participants.

EDUCATIONAL PLAN:

Question 2: Page 92 addresses the access to a desktop or a laptop computer in a Computer lab environment. Page 151 notes that \$25,000 is budgeted in the first year for school furniture (desks, chairs, computers, tables, etc.). Using an initial enrollment of 350 students, that equates to spending \$71 per student. Is the budget adequate or is there risk of incurring negative start-up results for this School as well?

Answer 2: The computers and the other major furniture items will be leased. This reduces the capital expenditure. Nevertheless this budget is very conservative and it makes any subsequent amendments possible if needs arise.

HUMAN RESOURCES INFORMATION:

Question 3: Pages 103 through 109 and the organization chart at page 179 indicate minimum staffing of a superintendent/CEO, principal, 2 assistant principals, and a business manager. Using rough estimates at \$40,000 per person equates to \$200,000 salary expense for administrative personnel. This does not consider custodial or clerical positions. How does this relate to the Year I budget?

Answer 3: As it is indicated at the bottom of the organizational chart (page 180), multiple tasks are performed by the same person during our initial years of our charter school operation to reduce expenses. For example, superintendent performs the duties of principal. As part of our school policy, principals and assistant principals, depending on their work load, are required to teach regular courses at our campuses. This practice reduces payroll cost. Additionally, payroll and accounting services are done by third parties. Thus we do not employ business manager during our initial years of our charter operation. Therefore administrative personnel cost does not equate to \$200,000.

Similarly, custodial services are also contracted out to third parties and this is shown on line 6249 of Schedule of Estimated Expenses of the Year I budget.

Question 4: How much is budgeted for professional development for officers and teachers, and where is it located in the budget?

Answer 4 Total of \$105,000 was budgeted for professional services. Of those approximately \$13,500 is budgeted for professional development for officers and teachers. This amount is shown on line 6219 of Schedule of Estimated Expenses of the Year I budget.

Question 5: If first year operations are budgeted at 350 students using a 15:1 student: teacher ratio, 23 teachers would be required. Assuming an average salary of \$30,000 based on the salary schedule at page 110 equates to \$690,000. Explain how the teacher salaries relate to the Year 1 budget considering administration salaries discussed in Question 3. Also note whether provisions have been made for special needs student expenses.

Answer 5: Budget item 6119, Salaries and Wages for teachers and other professional staff of \$894,000 will be sufficient in the first year as explained in Answer 3.

Based on the above mentioned amounts, sum of the teacher (\$690,000) and the administrative (\$200,000) salaries equate \$890,000. We have budgeted \$894,000 for salaries and wages for teachers and other professionals. This amount is roughly equal to estimated expenses. As it is discussed in answer 3, please note that initial year salary expenses for administrative personnel is less than the assumed amount (\$200, 000) due to multiple task performance by same individuals. Additionally, provisions were made for special needs student expenses.

SPECIAL NEEDS STUDENTS AND PROGRAMS:

Question 6: Pages 141 and 142 discuss the ability to access the multidisciplinary evaluation team members, including licensed specialists. Provide details in the budget that disclose the cost for this staff or for contracted labor expenses.

Answer 6: Budget for this line item (licensed specialist etc.) already incorporated in the budget item 6219 for the contracted services.

BUSINESS PLAN:

Question 7: The discussion of the current liabilities of the sponsoring entity on page 149 indicates the deficit of \$210,207 is the result of the new school startup costs. This deficit is also reported in the audited financial statements as well as the tax return. Please provide details as to how the sponsoring entity plans to eliminate the existing deficit and avoid an even larger deficit during the coming years in the event of any additional charters awarded.

Answer 7: The identified deficit has been eliminated during this past school year. Cosmos Foundation will submit its most recent Financial Audit Report to the TEA within two weeks.

Question 8: The response to question 11.z indicated that no facility has been identified for the school. If the application is approved, please forward the following information:

- The physical address of the facility to be used by the proposed charter school and a description of the facility. (Question 11.z)
- A description of how the facility is currently used or used in the past (Question 11.aa)
- An explanation of why the site will be suitable for the proposed charter school. (Question 11.bb)
- Discuss plans to ensure that the facility is accessible to disabled persons (Question 11.cc)
- Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts or any renovations and repairs (Question 11.dd)
- A copy of the signed negotiated lease, deed(s) to property or purchase agreement(s) as applicable. (Question 11.ff)
- Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified. (Question 11.gg)
- Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school. (Question 11.hh)

Answer 8: Cosmos Foundation has been rigorously searching for a school building since SBOE approved the charters. Once a final decision is made regarding the school building, the information requested will be provided.

ATTACHMENT J: AUDIT REPORT

Question 9: In the notes to the August 31, 2004 financial statements on page 235, we note that the total outstanding notes payable are due within the year ended August 31, 2005. Please provide verification that all notes payable have been paid. If the notes have not been paid, please provide any applicable refinancing terms.

Answer 9: Majority of the notes has already been paid. No refinancing terms are applicable to the outstanding notes.

ATTACHMENT K: CREDIT REPORT

Question 10: A review of the credit report on page 267 reveals that the charter pays its bills an average of nineteen days beyond terms and pays its bills slower than the average for the industry. Please provide steps the sponsoring entity plans to take to improve its cash flows.

Answer 10: The current financial state of Cosmos Foundation is very good as it can be seen in the most recent audit report. The credit report in question does not reflect the real payment history of the foundation. The late payment can be attributed to a few disputed transactions which led to the late payment.

ATTACHMENT M: LETTERS INDICATING SOURCES OF PRIVATE FUNDS OR LINES OF CREDIT, BUSINESS

Question 11: The date of the credit line is December 3, 2003 on page 290. According to Section I.F., the line is available until default or the bank or borrower cancels. Since there is no set maturity date, please provide an update from Bank of America regarding the continuing agreement and the amount currently available on the line.

Answer 11: There is no maturity date on the line of credit from Bank of America. Currently, available balance of the line of credit is \$23,812.25 (Please see exhibit F).

ATTACHMENT N: START-UP BUDGET

Question 12: The Eleventh Generation Open-Enrollment Charter Guidelines and Application require that the charter applicant submit as Attachment N, the start-up budget. This budget must identify all sources of funding and anticipated expenses. The sources of funding must be supported by the documentation included in Attachment N. The expenses must be supported with a written statement indicating how the amounts were derived. Please provide the required written statement indicating how the amounts for the expenses were derived.

Answer 12: The written statement regarding the Start-up Budget is as follows:

The major funding source (revenue) is the Federal Grant of \$100,000 to be received through TEA. In addition \$10,000 of loan is to be received from Cosmos Foundation. Also in the month of August the school will be in operation this will lead to generation of income from food sales.

The major expense items in the Start-Up budget are derived as follows:

Payroll: An administrator and a secretary are to be employed for 4 months.

<u>Position</u>	<u>Annual Salary</u>	<u>Salary for 4 months</u>
Administrator	\$45,000	\$15,000
Secretary	\$24,000	\$8,000

Rent: Actual building lease payment is to start in September 2006. The rent of \$20,000 is included in the budget to cover the cost of office space. Also the expenses due to plant operations are also included in Professional and contracted services.

Capital expenditure and supplies: \$39,500 is budgeted to cover the cost of equipment, furniture and supplies.

\$8,000 is allocated to other operation expenses.

ATTACHMENT O: BUDGET FOR YEAR ONE OF OPERATION

Question 13: The Eleventh Generation Open-Enrollment Charter Guidelines and Application require that the charter applicant submit as Attachment O, the budget for the first year of charter school operations. This budget must identify all sources of funding and anticipated expenses. The private and local sources of funding must be supported by the documentation included in Attachment M. State and federal sources of funding must be supported with a written statement or schedule indicating how the amounts were derived. The expenses must be supported with a written statement indicating how the amounts were derived. Please provide the required written statement indicating how the amounts for the revenues and expenses were derived.

Answer 13: The written statement regarding the first year budget is as follows:

Revenues:

Net Assets at Beginning of Year= \$10,803
 Food Sale= \$14,000 (i.e., vending machines etc.)
 Enrollment= 350 Students, ADA per student= \$5,000, Attendance rate = %96
 5800 State Sources = $350 \times 5000 \times 0.96 = \$1,680,000$ (rounded down to) = \$1,650,000
 5900 Federal Sources (\$353,000) is estimated by combining the Start-up grant, NCLB entitlements, IDEA-B grants, and National School Lunch Program Funds.

Expenses:

6100 Payroll Costs:

PAYROLL CALCULATION			
Position	Number	Salary rate	Total
CEO/Principal	1	\$65,000	\$65,000
Assistant Principals	2	\$46,000	\$92,000
Classroom teachers	21	\$30,000	\$630,000
Sp. Ed. teacher	1	\$41,000	\$41,000
ESL Teacher	1	\$36,000	\$36,000
PEIMS coordinator	1	\$30,000	\$30,000
Sub Total	27		\$894,000
Administrative Assistant(s)	2	\$27,000	\$54,000
Nurse	1	\$27,000	\$27,000
Total	30		\$1002,000

6200 Professional and Contracted Services:

Total of \$335,000 budgeted for rental and lease expenses. The major component for this item is the building rent. We anticipate paying between \$20,000 and \$25,000 per month for building rent. Remaining amount will be applied toward computer and furniture lease.

The second highest component of this item is the \$105,000 professional services. It includes the Professional development activities, counteracted services for special student population, etc.

6300 Supplies and Materials:

The instructional supplies as well as other supplies and equipment for plant operations form this budget item.

ATTACHMENT P: NEGOTIATED SERVICE AGREEMENT

Question 14: Based on initial anticipated enrollment of 350, the estimated service center fees would be greater than \$30,000 according to the schedule on page 329. The budgeted amount for line 6239, Education Service Center services, is listed as \$18,000. Please explain the method for budgeting service center charges.

Answer 14: Cosmos Foundation has been receiving various services and products from Region IV Education Service Center. These services include but not limited to teachers and administrators trainings, library membership services, criminal background check services, and financial services. Fees for all these services are listed under the budget item 6200 (Professional and Contracted Services) in the amount of \$123,000 which includes budget items 6219 (\$105,000) and 6239 (\$18,000). We believe that sufficient amount was budgeted for financial services.

EXHIBIT F

Bank of America Line of Credit Update

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.

Division of Special Education Services

Please note that the following is a revision to the special education services section based on the contingencies outlined by special education division at Texas Education Agency.

Sections:

- c. How staff will conduct Child Find**
- d. Accessing staff for evaluation**
- e. Accessing staff for special education**
- f. Ensuring a full continuum of placement options**
- f. How staff will provide FAPE for expelled students**
- h. How school will provide ESY services**
- i. How school will meet the needs of students meeting criteria for dyslexia**
- j. How school will meet the needs of students meeting criteria for Section 504**

The Harmony School of Excellence school staff will be able to access the multidisciplinary evaluation team members including licensed specialist in school psychology (LSSP), speech pathologist, educational diagnostician, counselor, physical therapist, occupational therapist, audiologist, and social worker whenever needed. An educational diagnostician or LSSP will be responsible for coordinating the full and individual process except in the case of speech only referrals. For speech only referrals, the speech pathologist will head the multidisciplinary team.

1. Educational Diagnostician:

Primary Role and Purpose: Apply the special education appraisal process. Evaluate students referred for special education services for their educational learning styles and program needs. Supply diagnostic data and collaborate with instructional personnel to assure the most effective program for students with disabilities.

Qualifications:

Education:

Valid Texas educational diagnostician certificate

Skills:

- Understanding of diagnostic procedures, education of special education students, human development and learning theories.
- Exceptional organizational, communication, and interpersonal skills.

Responsibilities and Duties:

Assessment

- Handle student referrals and execute the appraisal process.
- Compile and direct assessments to evaluate student's eligibility for special education services according to federal and Texas Education Agency regulations.

- Gather and organize important evaluation information from student's cumulative folder, classroom teachers, principal, support staff, parents and outside resource people.
- Hold classroom observation and personal interviews.
- Assist with the Admission, Review, and Dismissal (ARD) Committee to aid in interpreting assessment information, appropriate placement and drafting of Individual Education Plans (IEP) for students according to charter policy.

Consultation

- Ensure staff development training to aid school personnel in recognizing and understanding the needs of students with disabilities.
- Verify implementation of IEP with the classroom teacher.
- Collaborate with parents on the educational needs of their child and the understanding of assessment data.
- Collaborate with parents, teachers, administrators and other relevant individuals to ensure effective work with students.

Program Management

- Ensure two-way communication with parents and students to maintain effective individual and group relationships.
- Aid in the choice of evaluation materials and supplies.
- Compile and implement ongoing evaluation of the assessment program and adjust as necessary.
- Gather, manage and file all reports, records and other documents required.
- Abide by all policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and local charter policy in the areas of assessment, placement and planning for special education services.
- Abide by all charter routines and regulations.
- Attend professional development activities to improve skills related to job assignment.

Communication

- Ensure a positive, constructive relationship with supervisors.
- Ensure two-way communication with colleagues, students and parents.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Possible lifting of students with physical disabilities.

2. Special Education Aide

Primary Role and Purpose: Provide assistance to the teacher for the physical and instructional needs of the student with disabilities in the special education program. Help implement educational programs, including self-help, behavior management and instructional programs for students. Work under direct supervision of a certified teacher and indirect supervision of the principal.

Qualifications:**Education:**

Valid Texas educational aide certificate

Skills:

- Capable of working with children with disabilities.
- Capable of following verbal and written instructions.
- Capable of communicating effectively.
- Able to use general office equipment.

Responsibilities and Duties:**Instructional Support**

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher.
- Assist in keeping class neat and orderly.
- Assist teacher in handling administrative records and reports.
- Help substitute teachers with classroom layout, or other pertinent classroom management.
- Assist with inventory, care and maintenance of equipment.

Student Management

- Help physically disabled students according to their needs, including but not limited to, transferring to and from wheelchairs, lifting or positioning.
- Help students with physical needs and personal care, including but not limited to, feeding, bathroom needs, and personal hygiene.
- Assist in student behavior management. This includes handling crisis situations and restraining disruptive or dangerous students as needed.
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs.
- Coordinate educational activities assigned by the teacher; help individual students or small groups.
- Assist in overseeing students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty.
- Advise teacher on special needs or problems of individual students.

Other

- Ensure confidentiality.
- Enhance job skills by participating with staff development programs.
- Be active in faculty meetings and special events as assigned.

Supervisory Responsibilities: None.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting of students with disabilities may be required.

3. Special Education Teacher

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Qualifications:

Education: Valid Texas teaching certificate with required special education endorsements for assignments

Skills:

- Complete knowledge of special needs of students in assigned area.
- Complete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Responsibilities and Duties:

Instructional Strategies

- Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in ARD Committee meetings on an ongoing basis.
- Instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by charter principal.
- Serve as an example for students; support mission of charter.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.

- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and charter policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities: Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

4. Special Needs Aide

Primary Role and Purpose: Assist students with disabilities to meet physical and instructional needs inside and outside classroom. Help with the implementation of Individual Education Plans (IEP), including self-help, behavior management and instruction program. Work under direct supervision of a certified teacher and indirect supervision of the principal.

Qualifications:

Education:

Valid Texas educational aide certificate

Skills:

- Capable of working with children with disabilities.
- Capable of following verbal and written instructions.
- Capable of effective communication.

Responsibilities and Duties:**Student Management**

- Assist students with disabilities, meet their needs, including transferring them to and from wheelchairs, lifting and positioning them, and signing or interpreting instructions for them, etc.
- Assist student with physical needs and personal care including feeding, bathroom needs and personal hygiene.
- Assist in behavior management for assigned students. This includes helping in crisis situations and restraining disruptive students or controlling student behavior as needed.
- Take responsibility for learning and adapting to each student's special medical, physical, communicative and emotional needs.
- Help individuals or small groups develop motor skills and lead educational activities assigned by the teacher.
- Assist in overseeing students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty.
- Advise teacher on special needs or problems of assigned students.

Other

- Ensure confidentiality.
- Partake in professional development programs, faculty meeting and special events as assigned.

Supervisory Responsibilities: None.

Job Related Conditions:

- Maintain control in stressful situations.
- Possible lifting of students with physical disabilities.

5. Speech-Language Pathologist

Primary Role and Purpose: Ensure speech-language pathology services are rendered to students with speech, voice or language disorders. Evaluate students and ensure therapeutic intervention to eliminate or reduce problems or impairments that interfere with their students' ability to derive full achievement from the educational setting.

Qualifications:

Education: Valid Texas license as a speech-language pathologist granted by the State Board of Examiners for Speech-Language Pathology and Audiology (SBESLPA) or Valid Texas Education Agency speech therapy certificate

Skills:

- Knowledge of the use of the accepted tests and measurements to evaluate communication disorders and conditions.
- Understanding of evaluation, habilitation and rehabilitation of speech-language disorders and conditions.
- Capable of instructing and managing student's behavior.
- Superior organizational, communication and interpersonal skills.

Responsibilities and Duties:

Therapy

- Ensure proper individual and group therapy to students in accordance with speech and language goals contained in Individual Education Plans (IEP).
- Evaluate achievement of student to assess readiness for termination of therapy services.
- Evaluate eligibility of services for students with speech and/or language disorders by use of independent assessments.
- Evaluate information and observations in order to design clinical management strategies or procedures and diagnostic statements.
- Participate in the Admission, Review, and Dismissal (ARD) committee to aid in evaluation of assessment data, appropriate placement, and goal setting for students with communication disorders or conditions according to district procedures.

Consultation

- Collaborate and advise parents in remedial process.
- Assist teachers in devising an effective plan for activities, which will enhance communication skills of students.
- Ensure professional training in the charter to recognize and understand communication deficits in students.
- Provide understanding to staff, students and parents in the success of therapy goals and student needs.

Student Management

- Provide effective learning environment, which is in correspondence to the maturity level of the student.
- Maintain student control and enforce appropriate discipline according to the student handbook.

Program Management

- May supervise licensed speech-language pathology assistant or speech aide.
- Develop and implement an ongoing assessment of speech-language pathology services and update as needed accounting to findings.
- Aid in the selection of equipment and instructional materials.

Administration

- Gather, manage and file all reports, records and other required documents.
- Abide by policies established by federal and state laws that apply to charter schools, Commissioner's Rules that apply to charter schools and local charter policy.
- Abide by all charter routines and regulations.
- Partake in professional development activities to enhance skills related to job assignment.

Supervisory Responsibilities: May supervise the work of speech-language pathology assistant or speech aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Possible lifting of students with physical disabilities.

6. Director of Special Education

Primary Role and Purpose: Oversee the charter's special education program to provide establishment of needed services for special needs students. Complete individualized education plans to meet the needs of all students and comply with all state, federal and local requirements.

Qualifications:**Education:**

Valid Texas special education certificate

Skills:

- Understanding of federal and state special education law.
- Comprehending the individual needs of special education students.
- Capable of communicating with all levels of special needs students and their parents.
- Capable of interpreting policy, procedures and data.
- Capable of managing budget and personnel.
- Capable of coordinating charter functions.
- Exceptional organizational, communication and interpersonal skills.

Responsibilities and Duties:**Instructional and Program Management**

- Oversee and maintain special education programs and services to meet students' needs.
- Ensure that student progress is reviewed on an ongoing basis and that the results are used to make adjustments to IEPs.
- Combine the use of technology in the instructional atmosphere.
- Collaborate and support pilot program with staff that leads to effective, innovative instruction when appropriate.
- Establish program to support staff in achieving educational goals.
- Ensure special education referral process requirements are met. Arrange for, or conduct evaluations, advice on placement and program management for each student.
- Oversee and examine the Admission, Review and Dismissal (ARD) process for the charter.
- Confirm student placement and development of Individual Education Plan is appropriate through committee meetings according to charter policy.
- Oversee the change in services for special education students who are entering and leaving the charter system.
- Administer guidance in composing and implementing outside service contracts for special education students.

- Evaluate special education program efficiency through assessment findings, including student achievement data.
- Assist in the creation and outfitting of facilities for students with disabilities.
- Continually supervise curriculum program to ensure it is pertinent to student's needs.

Student Management

- Support charter's special education program in relation to student management policies and expected student behavior.
- Collaborate with parents, students and teachers through conferencing on vital issues.

Documentation and Law

- Advise on policy improvement through beneficial programs.
- Confirm that policies established by federal and state law, Commissioner's Rules, and local charter policy in area of special education are being met.
- Gather, manage and file all hardcopy and computerized reports, records, and other documents required by charter, state and federal regulations.

Budget and Inventory

- Direct the special education department budget and confirm that programs are cost effective and funds are managed sensibly.
- Provide budgets and cost guidelines based on documented needs of program.
- Oversee that adequate supplies and equipment are available and advise for the disposal of unnecessary equipment.
- Authorize and advise accounting department of purchase orders for the special education department.

Personnel Management

- Compile, assess and revise job descriptions in special education department.
- Guarantee outstanding operations in the special education arena through ongoing training and improvement guidelines.
- Assess job performance of staff to guarantee effectiveness.
- Aid in the employment and training of personnel and make effective recommendations in regards to personnel assignment, retention, discipline and dismissal.

Communication and Community Affairs

- Ensure two-way communications between parents, students and community agencies to notify families of services available.
- Participate in professional organizations and serve on community boards.
- Convey to the community the charter's purpose and goals in special education and encourage support in understanding the charter's purpose.
- Show understanding through initiation of activities to meet the charter community needs.
- Solicit charter community parent involvement with suitable and positive methods.

Supervisory Responsibilities: Oversee and assess the performance of special education teachers, aides and support staff.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended hours may be required.

f. How staff will provide FAPE for expelled students

Students with disabilities are expected to exhibit appropriate conduct and may be subject to the requirements of the HSE's Code of Student Conduct. In some instances, the ARD/IEP Committee of a student with disabilities may have developed a behavior intervention plan that must be followed in administering discipline in situations addressed by the behavior intervention plan. If the ARD/IEP Committee developed a behavior intervention plan for a student with disabilities, that plan will be contained on the ARD/IEP Supplement: Behavior Intervention Plan form, which is placed in the Special Education folder.

Additionally, it may become necessary for the ARD/IEP Committee to determine whether the alleged conduct in question was related to the student's disability (manifestation determination). If the ARD/IEP Committee determines there is a connection, it will also determine what educational action is appropriate to minimize the misbehavior. The ARD/IEP Committee will review the behavior intervention plan and/or determine whether there is a relation between the conduct and the disability prior to changing the student's placement for disciplinary reasons.

Students with disabilities may be suspended in the same manner as non-disabled students for a period not to exceed three school days per occurrence so long as the total number of days of cumulative suspensions does not constitute a change in placement. An ARD/IEP meeting is not required for suspensions totaling less than 10 cumulative days during any school year.

Except as described in the next paragraphs, procedures regarding the suspension and the length of suspension will be the same as those for non-disabled students so long as the suspensions do not constitute a change in placement and the discipline imposed would be applied to non-disabled students. A student's placement may be changed for more than 10 days for violating the Code of Student Conduct to the same extent the rules allow discipline of a non-disabled student, if an ARD/IEP Committee has determined that the misconduct is not a manifestation of the student's disability; however, the student will still be provided a Free and Appropriate Public Education (FAPE) during the period of any removal.

Students with disabilities may be disciplined in the same manner as non-disabled students subject to the requirement to continue to provide a Free and Appropriate Public Education (FAPE) and subject to the requirement to conduct a manifestation determination review if the student will be removed for more than 10 school days during the year. When imposing discipline for a violation of this Code, a student may not be placed in an interim alternative educational setting beyond 10 days, unless an ARD/IEP Committee determines that it is appropriate and that it can provide a FAPE while the student is placed in the alternative setting.

If HSE seeks to discipline in a manner that will remove a student from his or her current placement for more than 10 days, the school will convene an ARD/IEP Committee to conduct a manifestation determination. In conducting a manifestation determination, the ARD/IEP Committee, which will include a licensed psychologist, LSSP, or other professional who is qualified to interpret the instructional implications of any evaluations that may be presented, will review all relevant information in the student's file, including his or her IEP, evaluations, any teacher observations, and any relevant information provided by the parent(s), and may consider any unique circumstances on a case-by-case basis for a child with a disability who violates the Code of Student Conduct in determining whether a change in placement for discipline reasons is appropriate. The ARD/IEP Committee shall review all of the foregoing information to determine:

- (a) whether the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- (b) whether the conduct in question was the direct result of a failure to implement the IEP.

If the ARD/IEP Committee determines that either (a) or (b) above is applicable for the student, the conduct shall be determined to be a manifestation of the child's disability. In order to determine that the conduct was a manifestation of the child's disability, the parent and the relevant members of the ARD/IEP Committee must determine that the conduct in question is a direct result of the student's disability. In determining the conduct was a direct result, the ARD/IEP Committee, along with the parents, will find that the conduct was caused by, or has a direct and substantial relation to, the student's disability and is not an attenuated association to the child's disability, such as low self-esteem.

If school personnel seek to change a disabled student's placement for more than 10 days and the conduct is determined not to be a manifestation of the student's disability, the disciplinary procedures applicable to non-disabled students may be applied in the same manner and for the same duration that would be applicable to non-disabled students, subject to the requirement to provide a FAPE. Services necessary to provide a FAPE and the interim alternative setting are determined by the ARD/IEP Committee. The services provided will allow the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP. The student must receive, as appropriate, a functional behavior assessment and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.

If the ARD/IEP Committee determines the conduct was a manifestation of the disability, the ARD/IEP Committee will:

- (1) conduct a functional behavioral assessment and implement a behavior intervention plan for the student, if one had not been conducted prior to the determination, provided that HSE had not conducted such an assessment prior to the behavior that resulted in a change in placement;
- (2) in the situation where a behavior intervention plan has been developed, review the behavior intervention plan and modify it, as necessary, to address the behavior; and

(3) except as specified below in cases involving special circumstances, return the student to the placement from which the student was removed, unless the parent and the local educational agency agree to a change of placement as part of the modification of the behavior intervention plan.

School personnel may expel a student to an without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student

(1) carries or possesses a weapon to or at school, or on school premises

(2) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, or on school premises.

(3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state or local educational agency. Serious bodily injury means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty

On the same day the decision is made to take disciplinary action, the school will notify the parents of that decision and of all procedural safeguards.

i. How school will meet the needs of students meeting criteria for dyslexia &

j. How school will meet the needs of students meeting criteria for Section 504

As defined in Texas Education Code §38.003, "dyslexia" means a disorder of constitutional origin manifested by a difficulty in learning to read, write, or spell, despite conventional instruction, adequate intelligence, and socio-cultural opportunity; and "Related disorders" includes disorders similar to or related to dyslexia such as developmental auditory imperceptions, dysphasia, specific developmental dyslexia, developmental dysgraphia, and developmental spelling disability.

If problems in academic achievement have been noted through academic progress reports, parent conferences, or inadequate performance on the state student assessment program as described in Texas Education Code, §39.022 and §28.006; HSE will evaluate the student's academic progress to determine what actions are needed to ensure improved academic performance.

Student will be referred for the dyslexia instructional program when it is appropriate. Needed support actions that school will take include, but are not limited to, obtaining vision or hearing correction, retention, rearrangement of class assignments, supportive counseling, bilingual education, English as a second language, tutoring, speech therapy, or other appropriate program modifications.

If it is determined that a student who has been identified as having primary difficulties in reading, writing, and spelling is not progressing academically in the remedial programs of the school district, and all other causes have been eliminated, continued evaluation must consider the student's identification as being dyslexic or having a related disorder. This evaluation will be requested through the Campus Referral Committee. Notice of the proposal to identify the child will be issued in accordance with federal regulations. Written parental consent will be required before any evaluation. This evaluation will be requested through the Campus Referral Committee (under Section 504)

Pre-referral Procedures

The following is a description of the procedures that will be employed to ensure that all students demonstrating behavior associated with dyslexia or related disorders are identified, evaluated, and appropriately served.

Data-Gathering

The teachers will identify any student who does not make developmentally appropriate academic progress and will make an instructional decision about his or her needs. The data to be collected by the school personnel may include the following:

- Vision or Hearing screening;
- Speech and language screening through a referral process;
- Academic progress reports (report cards);
- Teacher reports of aptitude or behavior;
- Parent conferences;
- State student-assessment results;
- Limited English Proficiency (LEP) test results;
- Accommodation results provided by classroom teachers(s).

Campus Referral Committee/Intervention Assistance Team

The Campus Referral Committee/Intervention Assistance Team will review all data and any assessment required for remedial services. These appropriate interventions may include remedial strategies, placement into the Dyslexia instructional program or referral for Special Education services. Signed parental notification and consent forms are required should the district choose to conduct an individual evaluation of the student.

Recommendation for Assessment

Recommendation for diagnostic assessment for dyslexia may be made by the school staff, and/or parent. Following the recommendation, HSE staff will conduct an unbiased evaluation of a child who is regarded as having a disability. A screening, initial assessment is given to identify students who may demonstrate particular reading problems.

COSMOS FOUNDATION

Excellence and Equity in Education and Science

December 14, 2005

Erika Pierce
Division of Charter Schools
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 780701-1494

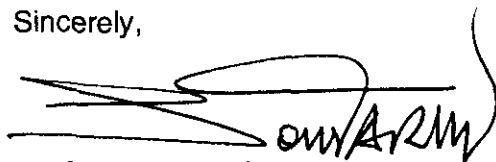
Re: Contingencies for Harmony School of Excellence Charter Proposal

Dear Mrs. Pierce,

Attached are the responses to the contingencies that were prepared by various departments at the TEA. Please accept these revisions and updates.

Should you need further information, please contact me.

Sincerely,



Dr. Soner Tarim, Superintendent



COSMOS FOUNDATION

Excellence and Equity in Education and Science

HARMONY SCHOOL OF EXCELLENCE

HOUSTON, TEXAS

(A Generation 11 Applicant)

Response to

Application Review/Contingencies

Legal Review

GOVERNANCE STRUCTURE:

Issue Identified: Section 2.13 of the bylaws relating to voting with proxy conflicts with the Texas Open Meeting Act.

Response: Section 2.13 of the bylaws relating to voting with proxy was revised last year during the contingencies negotiations for Harmony Elementary and submitted to the TEA. Section 2.13 of the bylaw was changed to "Board of Directors may not issue a proxy or may not be represented by a proxy", please see attached exhibit C.

BIOGRAPHICAL AFFIDAVITS:

Issue Identified: Levent Bulut's affidavit contains an incorrect date (Sept. 2005) in response to question 11.

Response: Please see corrected affidavit in exhibit A.

Issue Identified: Soner Tarim's affidavit reflects in response to question 15 that he will not receive compensation for his employment; however, other sections of the application reflect that the superintendent will be paid.

Response: S. Tarim will not receive any compensation for serving as the interim superintendent. However, he receives salary from Cosmos Foundation for the work performing for existing charter schools. The revised affidavit is included in exhibit A.

ADMISSIONS POLICY:

Issue Identified: The answer to 9(c) regarding the waiting list must be clarified.

Response: The lottery will be paused momentarily once number of student names reach proposed enrollment cap. Then the drawing will continue and a waiting list will be developed by pulling the remaining names until all names are pulled. Students on the waiting list will be offered admission according to their assigned number as vacancy arises.

Issue Identified: Regarding the response to 9(d), the deadline for returning students to notify the school of their intent to return must be no later than March 15 (instead of April 15) so that the school can give these students priority before conducting a lottery in late March.

Response: The deadline for returning students to notify the school of their intent to return must be no later than March 15 instead of April 15 as given in 9(d).

Issue Identified: The admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process.

Response: The admissions application, enrollment form(s), and promotional materials are submitted in exhibit D.

FACILITIES:

Issue Identified: The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the school facility. The occupancy certificate must show that the building has been approved for the operation of a school.

Response: A copy of the occupancy certificate for the building to be used as the school facility will be submitted to TEA as it becomes available.

Issue Identified: The charter holder must complete the attached form that relates to the local agency that issues occupancy certificates in the jurisdiction where the new school will be located.

Response: Information regarding instructional facilities is given in Exhibit E.

Division of Financial Audits

VISION OF THE SCHOOL:

Question 1: Page 14 and 15 discusses out of state and Europe trips. Is the \$12,200 budgeted in Year 1 adequate and is this practical in view of the negative net asset situation noted on page 148?

Answer 1: \$12,200 budget item is for the field trips organized as part of curricular activities, mainly in the State of Texas. The Europe trip is not funded by the school funds and it is totally paid by the participants.

EDUCATIONAL PLAN:

Question 2: Page 92 addresses the access to a desktop or a laptop computer in a Computer lab environment. Page 151 notes that \$25,000 is budgeted in the first year for school furniture (desks, chairs, computers, tables, etc.). Using an initial enrollment of 350 students, that equates to spending \$71 per student. Is the budget adequate or is there risk of incurring negative start-up results for this School as well?

Answer 2: The computers and the other major furniture items will be leased. This reduces the capital expenditure. Nevertheless this budget is very conservative and it makes any subsequent amendments possible if needs arise.

HUMAN RESOURCES INFORMATION:

Question 3: Pages 103 through 109 and the organization chart at page 179 indicate minimum staffing of a superintendent/CEO, principal, 2 assistant principals, and a business manager. Using rough estimates at \$40,000 per person equates to \$200,000 salary expense for administrative personnel. This does not consider custodial or clerical positions. How does this relate to the Year I budget?

Answer 3: As it is indicated at the bottom of the organizational chart (page 180), multiple tasks are performed by the same person during our initial years of our charter school operation to reduce expenses. For example, superintendent performs the duties of principal. As part of our school policy, principals and assistant principals, depending on their work load, are required to teach regular courses at our campuses. This practice reduces payroll cost. Additionally, payroll and accounting services are done by third parties. Thus we do not employ business manager during our initial years of our charter operation. Therefore administrative personnel cost does not equate to \$200,000.

Similarly, custodial services are also contracted out to third parties and this is shown on line 6249 of Schedule of Estimated Expenses of the Year I budget.

Question 4: How much is budgeted for professional development for officers and teachers, and where is it located in the budget?

Answer 4 Total of \$105,000 was budgeted for professional services. Of those approximately \$13,500 is budgeted for professional development for officers and teachers. This amount is shown on line 6219 of Schedule of Estimated Expenses of the Year I budget.

Question 5: If first year operations are budgeted at 350 students using a 15:1 student: teacher ratio, 23 teachers would be required. Assuming an average salary of \$30,000 based on the salary schedule at page 110 equates to \$690,000. Explain how the teacher salaries relate to the Year 1 budget considering administration salaries discussed in Question 3. Also note whether provisions have been made for special needs student expenses.

Answer 5: Budget item 6119, Salaries and Wages for teachers and other professional staff of \$894,000 will be sufficient in the first year as explained in Answer 3.

Based on the above mentioned amounts, sum of the teacher (\$690,000) and the administrative (\$200,000) salaries equate \$890,000. We have budgeted \$894,000 for salaries and wages for teachers and other professionals. This amount is roughly equal to estimated expenses. As it is discussed in answer 3, please note that initial year salary expenses for administrative personnel is less than the assumed amount (\$200, 000) due to multiple task performance by same individuals. Additionally, provisions were made for special needs student expenses.

SPECIAL NEEDS STUDENTS AND PROGRAMS:

Question 6: Pages 141 and 142 discuss the ability to access the multidisciplinary evaluation team members, including licensed specialists. Provide details in the budget that disclose the cost for this staff or for contracted labor expenses.

Answer 6: Budget for this line item (licensed specialist etc.) already incorporated in the budget item 6219 for the contracted services.

BUSINESS PLAN:

Question 7: The discussion of the current liabilities of the sponsoring entity on page 149 indicates the deficit of \$210,207 is the result of the new school startup costs. This deficit is also reported in the audited financial statements as well as the tax return. Please provide details as to how the sponsoring entity plans to eliminate the existing deficit and avoid an even larger deficit during the coming years in the event of any additional charters awarded.

Answer 7: The identified deficit has been eliminated during this past school year. Cosmos Foundation will submit its most recent Financial Audit Report to the TEA within two weeks.

Question 8: The response to question 11.z indicated that no facility has been identified for the school. If the application is approved, please forward the following information:

- The physical address of the facility to be used by the proposed charter school and a description of the facility. (Question 11.z)
- A description of how the facility is currently used or used in the past (Question 11.aa)
- An explanation of why the site will be suitable for the proposed charter school. (Question 11.bb)
- Discuss plans to ensure that the facility is accessible to disabled persons (Question 11.cc)
- Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts or any renovations and repairs (Question 11.dd)
- A copy of the signed negotiated lease, deed(s) to property or purchase agreement(s) as applicable. (Question 11.ff)
- Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified. (Question 11.gg)
- Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school. (Question 11.hh)

Answer 8: Cosmos Foundation has been rigorously searching for a school building since SBOE approved the charters. Once a final decision is made regarding the school building, the information requested will be provided.

ATTACHMENT J: AUDIT REPORT

Question 9: In the notes to the August 31, 2004 financial statements on page 235, we note that the total outstanding notes payable are due within the year ended August 31, 2005. Please provide verification that all notes payable have been paid. If the notes have not been paid, please provide any applicable refinancing terms.

Answer 9: Majority of the notes has already been paid. No refinancing terms are applicable to the outstanding notes.

ATTACHMENT K: CREDIT REPORT

Question 10: A review of the credit report on page 267 reveals that the charter pays its bills an average of nineteen days beyond terms and pays its bills slower than the average for the industry. Please provide steps the sponsoring entity plans to take to improve its cash flows.

Answer 10: The current financial state of Cosmos Foundation is very good as it can be seen in the most recent audit report. The credit report in question does not reflect the real payment history of the foundation. The late payment can be attributed to a few disputed transactions which led to the late payment.

ATTACHMENT M: LETTERS INDICATING SOURCES OF PRIVATE FUNDS OR LINES OF CREDIT, BUSINESS

Question 11: The date of the credit line is December 3, 2003 on page 290. According to Section I.F., the line is available until default or the bank or borrower cancels. Since there is no set maturity date, please provide an update from Bank of America regarding the continuing agreement and the amount currently available on the line.

Answer 11: There is no maturity date on the line of credit from Bank of America. Currently, available balance of the line of credit is \$23,812.25 (Please see exhibit F).

ATTACHMENT N: START-UP BUDGET

Question 12: The Eleventh Generation Open-Enrollment Charter Guidelines and Application require that the charter applicant submit as Attachment N, the start-up budget. This budget must identify all sources of funding and anticipated expenses. The sources of funding must be supported by the documentation included in Attachment N. The expenses must be supported with a written statement indicating how the amounts were derived. Please provide the required written statement indicating how the amounts for the expenses were derived.

Answer 12: The written statement regarding the Start-up Budget is as follows:

The major funding source (revenue) is the Federal Grant of \$100,000 to be received through TEA. In addition \$10,000 of loan is to be received from Cosmos Foundation. Also in the month of August the school will be in operation this will lead to generation of income from food sales.

The major expense items in the Start-Up budget are derived as follows:

Payroll: An administrator and a secretary are to be employed for 4 months.

<u>Position</u>	<u>Annual Salary</u>	<u>Salary for 4 months</u>
Administrator	\$45,000	\$15,000
Secretary	\$24,000	\$8,000

Rent: Actual building lease payment is to start in September 2006. The rent of \$20,000 is included in the budget to cover the cost of office space. Also the expenses due to plant operations are also included in Professional and contracted services.

Capital expenditure and supplies: \$39,500 is budgeted to cover the cost of equipment, furniture and supplies.

\$8,000 is allocated to other operation expenses.

ATTACHMENT O: BUDGET FOR YEAR ONE OF OPERATION

Question 13: The Eleventh Generation Open-Enrollment Charter Guidelines and Application require that the charter applicant submit as Attachment O, the budget for the first year of charter school operations. This budget must identify all sources of funding and anticipated expenses. The private and local sources of funding must be supported by the documentation included in Attachment M. State and federal sources of funding must be supported with a written statement or schedule indicating how the amounts were derived. The expenses must be supported with a written statement indicating how the amounts were derived. Please provide the required written statement indicating how the amounts for the revenues and expenses were derived.

Answer 13: The written statement regarding the first year budget is as follows:

Revenues:

Net Assets at Beginning of Year= \$10,803

Food Sale= \$14,000 (i.e., vending machines etc.)

Enrollment= 350 Students, ADA per student= \$5,000, Attendance rate = %96

5800 State Sources = $350 \times 5000 \times 0.96 = \$1,680,000$ (rounded down to) = \$1,650,000

5900 Federal Sources (\$353,000) is estimated by combining the Start-up grant, NCLB entitlements, IDEA-B grants, and National School Lunch Program Funds.

Expenses:

6100 Payroll Costs:

PAYROLL CALCULATION			
Position	Number	Salary rate	Total
CEO/Principal	1	\$65,000	\$65,000
Assistant Principals	2	\$46,000	\$92,000
Classroom teachers	21	\$30,000	\$630,000
Sp. Ed. teacher	1	\$41,000	\$41,000
ESL Teacher	1	\$36,000	\$36,000
PEIMS coordinator	1	\$30,000	\$30,000
Sub Total	27		\$894,000
Administrative Assistant(s)	2	\$27,000	\$54,000
Nurse	1	\$27,000	\$27,000
Total	30		\$1002,000

6200 Professional and Contracted Services:

Total of \$335,000 budgeted for rental and lease expenses. The major component for this item is the building rent. We anticipate paying between \$20,000 and \$25,000 per month for building rent. Remaining amount will be applied toward computer and furniture lease.

The second highest component of this item is the \$105,000 professional services. It includes the Professional development activities, counteracted services for special student population, etc.

6300 Supplies and Materials:

The instructional supplies as well as other supplies and equipment for plant operations form this budget item.

ATTACHMENT P: NEGOTIATED SERVICE AGREEMENT

Question 14: Based on initial anticipated enrollment of 350, the estimated service center fees would be greater than \$30,000 according to the schedule on page 329. The budgeted amount for line 6239, Education Service Center services, is listed as \$18,000. Please explain the method for budgeting service center charges.

Answer 14: Cosmos Foundation has been receiving various services and products from Region IV Education Service Center. These services include but not limited to teachers and administrators trainings, library membership services, criminal background check services, and financial services. Fees for all these services are listed under the budget item 6200 (Professional and Contracted Services) in the amount of \$123,000 which includes budget items 6219 (\$105,000) and 6239 (\$18,000). We believe that sufficient amount was budgeted for financial services.

Division of Special Education Services

Please note that the following is a revision to the special education services section based on the contingencies outlined by special education division at Texas Education Agency.

Sections:

- c. How staff will conduct Child Find**
- d. Accessing staff for evaluation**
- e. Accessing staff for special education**
- f. Ensuring a full continuum of placement options**
- f. How staff will provide FAPE for expelled students**
- h. How school will provide ESY services**
- i. How school will meet the needs of students meeting criteria for dyslexia**
- j. How school will meet the needs of students meeting criteria for Section 504**

The Harmony School of Excellence school staff will be able to access the multidisciplinary evaluation team members including licensed specialist in school psychology (LSSP), speech pathologist, educational diagnostician, counselor, physical therapist, occupational therapist, audiologist, and social worker whenever needed. An educational diagnostician or LSSP will be responsible for coordinating the full and individual process except in the case of speech only referrals. For speech only referrals, the speech pathologist will head the multidisciplinary team.

1. Educational Diagnostician:

Primary Role and Purpose: Apply the special education appraisal process. Evaluate students referred for special education services for their educational learning styles and program needs. Supply diagnostic data and collaborate with instructional personnel to assure the most effective program for students with disabilities.

Qualifications:

Education:

Valid Texas educational diagnostician certificate

Skills:

- Understanding of diagnostic procedures, education of special education students, human development and learning theories.
- Exceptional organizational, communication, and interpersonal skills.

Responsibilities and Duties:

Assessment

- Handle student referrals and execute the appraisal process.
- Compile and direct assessments to evaluate student's eligibility for special education services according to federal and Texas Education Agency regulations.

- Gather and organize important evaluation information from student's cumulative folder, classroom teachers, principal, support staff, parents and outside resource people.
- Hold classroom observation and personal interviews.
- Assist with the Admission, Review, and Dismissal (ARD) Committee to aid in interpreting assessment information, appropriate placement and drafting of Individual Education Plans (IEP) for students according to charter policy.

Consultation

- Ensure staff development training to aid school personnel in recognizing and understanding the needs of students with disabilities.
- Verify implementation of IEP with the classroom teacher.
- Collaborate with parents on the educational needs of their child and the understanding of assessment data.
- Collaborate with parents, teachers, administrators and other relevant individuals to ensure effective work with students.

Program Management

- Ensure two-way communication with parents and students to maintain effective individual and group relationships.
- Aid in the choice of evaluation materials and supplies.
- Compile and implement ongoing evaluation of the assessment program and adjust as necessary.
- Gather, manage and file all reports, records and other documents required.
- Abide by all policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and local charter policy in the areas of assessment, placement and planning for special education services.
- Abide by all charter routines and regulations.
- Attend professional development activities to improve skills related to job assignment.

Communication

- Ensure a positive, constructive relationship with supervisors.
- Ensure two-way communication with colleagues, students and parents.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Possible lifting of students with physical disabilities.

2. Special Education Aide

Primary Role and Purpose: Provide assistance to the teacher for the physical and instructional needs of the student with disabilities in the special education program. Help implement educational programs, including self-help, behavior management and instructional programs for students. Work under direct supervision of a certified teacher and indirect supervision of the principal.

Qualifications:**Education:**

Valid Texas educational aide certificate

Skills:

- Capable of working with children with disabilities.
- Capable of following verbal and written instructions.
- Capable of communicating effectively.
- Able to use general office equipment.

Responsibilities and Duties:**Instructional Support**

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher.
- Assist in keeping class neat and orderly.
- Assist teacher in handling administrative records and reports.
- Help substitute teachers with classroom layout, or other pertinent classroom management.
- Assist with inventory, care and maintenance of equipment.

Student Management

- Help physically disabled students according to their needs, including but not limited to, transferring to and from wheelchairs, lifting or positioning.
- Help students with physical needs and personal care, including but not limited to, feeding, bathroom needs, and personal hygiene.
- Assist in student behavior management. This includes handling crisis situations and restraining disruptive or dangerous students as needed.
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs.
- Coordinate educational activities assigned by the teacher; help individual students or small groups.
- Assist in overseeing students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty.
- Advise teacher on special needs or problems of individual students.

Other

- Ensure confidentiality.
- Enhance job skills by participating with staff development programs.
- Be active in faculty meetings and special events as assigned.

Supervisory Responsibilities: None.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting of students with disabilities may be required.

3. Special Education Teacher

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Qualifications:

Education: Valid Texas teaching certificate with required special education endorsements for assignments

Skills:

- Complete knowledge of special needs of students in assigned area.
- Complete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Responsibilities and Duties:

Instructional Strategies

- Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in ARD Committee meetings on an ongoing basis.
- Instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by charter principal.
- Serve as an example for students; support mission of charter.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.

- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and charter policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities: Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

4. Special Needs Aide

Primary Role and Purpose: Assist students with disabilities to meet physical and instructional needs inside and outside classroom. Help with the implementation of Individual Education Plans (IEP), including self-help, behavior management and instruction program. Work under direct supervision of a certified teacher and indirect supervision of the principal.

Qualifications:

Education:

Valid Texas educational aide certificate

Skills:

- Capable of working with children with disabilities.
- Capable of following verbal and written instructions.
- Capable of effective communication.

Responsibilities and Duties:**Student Management**

- Assist students with disabilities, meet their needs, including transferring them to and from wheelchairs, lifting and positioning them, and signing or interpreting instructions for them, etc.
- Assist student with physical needs and personal care including feeding, bathroom needs and personal hygiene.
- Assist in behavior management for assigned students. This includes helping in crisis situations and restraining disruptive students or controlling student behavior as needed.
- Take responsibility for learning and adapting to each student's special medical, physical, communicative and emotional needs.
- Help individuals or small groups develop motor skills and lead educational activities assigned by the teacher.
- Assist in overseeing students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty.
- Advise teacher on special needs or problems of assigned students.

Other

- Ensure confidentiality.
- Partake in professional development programs, faculty meeting and special events as assigned.

Supervisory Responsibilities: None.

Job Related Conditions:

- Maintain control in stressful situations.
- Possible lifting of students with physical disabilities.

5. Speech-Language Pathologist

Primary Role and Purpose: Ensure speech-language pathology services are rendered to students with speech, voice or language disorders. Evaluate students and ensure therapeutic intervention to eliminate or reduce problems or impairments that interfere with their students' ability to derive full achievement from the educational setting.

Qualifications:

Education: Valid Texas license as a speech-language pathologist granted by the State Board of Examiners for Speech-Language Pathology and Audiology (SBESLPA) or Valid Texas Education Agency speech therapy certificate

Skills:

- Knowledge of the use of the accepted tests and measurements to evaluate communication disorders and conditions.
- Understanding of evaluation, habilitation and rehabilitation of speech-language disorders and conditions.
- Capable of instructing and managing student's behavior.
- Superior organizational, communication and interpersonal skills.

Responsibilities and Duties:**Therapy**

- Ensure proper individual and group therapy to students in accordance with speech and language goals contained in Individual Education Plans (IEP).
- Evaluate achievement of student to assess readiness for termination of therapy services.
- Evaluate eligibility of services for students with speech and/or language disorders by use of independent assessments.
- Evaluate information and observations in order to design clinical management strategies or procedures and diagnostic statements.
- Participate in the Admission, Review, and Dismissal (ARD) committee to aid in evaluation of assessment data, appropriate placement, and goal setting for students with communication disorders or conditions according to district procedures.

Consultation

- Collaborate and advise parents in remedial process.
- Assist teachers in devising an effective plan for activities, which will enhance communication skills of students.
- Ensure professional training in the charter to recognize and understand communication deficits in students.
- Provide understanding to staff, students and parents in the success of therapy goals and student needs.

Student Management

- Provide effective learning environment, which is in correspondence to the maturity level of the student.
- Maintain student control and enforce appropriate discipline according to the student handbook.

Program Management

- May supervise licensed speech-language pathology assistant or speech aide.
- Develop and implement an ongoing assessment of speech-language pathology services and update as needed accounting to findings.
- Aid in the selection of equipment and instructional materials.

Administration

- Gather, manage and file all reports, records and other required documents.
- Abide by policies established by federal and state laws that apply to charter schools, Commissioner's Rules that apply to charter schools and local charter policy.
- Abide by all charter routines and regulations.
- Partake in professional development activities to enhance skills related to job assignment.

Supervisory Responsibilities: May supervise the work of speech-language pathology assistant or speech aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Possible lifting of students with physical disabilities.

6. Director of Special Education

Primary Role and Purpose: Oversee the charter's special education program to provide establishment of needed services for special needs students. Complete individualized education plans to meet the needs of all students and comply with all state, federal and local requirements.

Qualifications:**Education:**

Valid Texas special education certificate

Skills:

- Understanding of federal and state special education law.
- Comprehending the individual needs of special education students.
- Capable of communicating with all levels of special needs students and their parents.
- Capable of interpreting policy, procedures and data.
- Capable of managing budget and personnel.
- Capable of coordinating charter functions.
- Exceptional organizational, communication and interpersonal skills.

Responsibilities and Duties:**Instructional and Program Management**

- Oversee and maintain special education programs and services to meet students' needs.
- Ensure that student progress is reviewed on an ongoing basis and that the results are used to make adjustments to IEPs.
- Combine the use of technology in the instructional atmosphere.
- Collaborate and support pilot program with staff that leads to effective, innovative instruction when appropriate.
- Establish program to support staff in achieving educational goals.
- Ensure special education referral process requirements are met. Arrange for, or conduct evaluations, advice on placement and program management for each student.
- Oversee and examine the Admission, Review and Dismissal (ARD) process for the charter.
- Confirm student placement and development of Individual Education Plan is appropriate through committee meetings according to charter policy.
- Oversee the change in services for special education students who are entering and leaving the charter system.
- Administer guidance in composing and implementing outside service contracts for special education students.

- Evaluate special education program efficiency through assessment findings, including student achievement data.
- Assist in the creation and outfitting of facilities for students with disabilities.
- Continually supervise curriculum program to ensure it is pertinent to student's needs.

Student Management

- Support charter's special education program in relation to student management policies and expected student behavior.
- Collaborate with parents, students and teachers through conferencing on vital issues.

Documentation and Law

- Advise on policy improvement through beneficial programs.
- Confirm that policies established by federal and state law, Commissioner's Rules, and local charter policy in area of special education are being met.
- Gather, manage and file all hardcopy and computerized reports, records, and other documents required by charter, state and federal regulations.

Budget and Inventory

- Direct the special education department budget and confirm that programs are cost effective and funds are managed sensibly.
- Provide budgets and cost guidelines based on documented needs of program.
- Oversee that adequate supplies and equipment are available and advise for the disposal of unnecessary equipment.
- Authorize and advise accounting department of purchase orders for the special education department.

Personnel Management

- Compile, assess and revise job descriptions in special education department.
- Guarantee outstanding operations in the special education arena through ongoing training and improvement guidelines.
- Assess job performance of staff to guarantee effectiveness.
- Aid in the employment and training of personnel and make effective recommendations in regards to personnel assignment, retention, discipline and dismissal.

Communication and Community Affairs

- Ensure two-way communications between parents, students and community agencies to notify families of services available.
- Participate in professional organizations and serve on community boards.
- Convey to the community the charter's purpose and goals in special education and encourage support in understanding the charter's purpose.
- Show understanding through initiation of activities to meet the charter community needs.
- Solicit charter community parent involvement with suitable and positive methods.

Supervisory Responsibilities: Oversee and assess the performance of special education teachers, aides and support staff.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended hours may be required.

f. How staff will provide FAPE for expelled students

Students with disabilities are expected to exhibit appropriate conduct and may be subject to the requirements of the HSE's Code of Student Conduct. In some instances, the ARD/IEP Committee of a student with disabilities may have developed a behavior intervention plan that must be followed in administering discipline in situations addressed by the behavior intervention plan. If the ARD/IEP Committee developed a behavior intervention plan for a student with disabilities, that plan will be contained on the ARD/IEP Supplement: Behavior Intervention Plan form, which is placed in the Special Education folder.

Additionally, it may become necessary for the ARD/IEP Committee to determine whether the alleged conduct in question was related to the student's disability (manifestation determination). If the ARD/IEP Committee determines there is a connection, it will also determine what educational action is appropriate to minimize the misbehavior. The ARD/IEP Committee will review the behavior intervention plan and/or determine whether there is a relation between the conduct and the disability prior to changing the student's placement for disciplinary reasons.

Students with disabilities may be suspended in the same manner as non-disabled students for a period not to exceed three school days per occurrence so long as the total number of days of cumulative suspensions does not constitute a change in placement. An ARD/IEP meeting is not required for suspensions totaling less than 10 cumulative days during any school year.

Except as described in the next paragraphs, procedures regarding the suspension and the length of suspension will be the same as those for non-disabled students so long as the suspensions do not constitute a change in placement and the discipline imposed would be applied to non-disabled students. A student's placement may be changed for more than 10 days for violating the Code of Student Conduct to the same extent the rules allow discipline of a non-disabled student, if an ARD/IEP Committee has determined that the misconduct is not a manifestation of the student's disability; however, the student will still be provided a Free and Appropriate Public Education (FAPE) during the period of any removal.

Students with disabilities may be disciplined in the same manner as non-disabled students subject to the requirement to continue to provide a Free and Appropriate Public Education (FAPE) and subject to the requirement to conduct a manifestation determination review if the student will be removed for more than 10 school days during the year. When imposing discipline for a violation of this Code, a student may not be placed in an interim alternative educational setting beyond 10 days, unless an ARD/IEP Committee determines that it is appropriate and that it can provide a FAPE while the student is placed in the alternative setting.

If HSE seeks to discipline in a manner that will remove a student from his or her current placement for more than 10 days, the school will convene an ARD/IEP Committee to conduct a manifestation determination. In conducting a manifestation determination, the ARD/IEP Committee, which will include a licensed psychologist, LSSP, or other professional who is qualified to interpret the instructional implications of any evaluations that may be presented, will review all relevant information in the student's file, including his or her IEP, evaluations, any teacher observations, and any relevant information provided by the parent(s), and may consider any unique circumstances on a case-by-case basis for a child with a disability who violates the Code of Student Conduct in determining whether a change in placement for discipline reasons is appropriate. The ARD/IEP Committee shall review all of the foregoing information to determine:

- (a) whether the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- (b) whether the conduct in question was the direct result of a failure to implement the IEP.

If the ARD/IEP Committee determines that either (a) or (b) above is applicable for the student, the conduct shall be determined to be a manifestation of the child's disability. In order to determine that the conduct was a manifestation of the child's disability, the parent and the relevant members of the ARD/IEP Committee must determine that the conduct in question is a direct result of the student's disability. In determining the conduct was a direct result, the ARD/IEP Committee, along with the parents, will find that the conduct was caused by, or has a direct and substantial relation to, the student's disability and is not an attenuated association to the child's disability, such as low self-esteem.

If school personnel seek to change a disabled student's placement for more than 10 days and the conduct is determined not to be a manifestation of the student's disability, the disciplinary procedures applicable to non-disabled students may be applied in the same manner and for the same duration that would be applicable to non-disabled students, subject to the requirement to provide a FAPE. Services necessary to provide a FAPE and the interim alternative setting are determined by the ARD/IEP Committee. The services provided will allow the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP. The student must receive, as appropriate, a functional behavior assessment and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.

If the ARD/IEP Committee determines the conduct was a manifestation of the disability, the ARD/IEP Committee will:

- (1) conduct a functional behavioral assessment and implement a behavior intervention plan for the student, if one had not been conducted prior to the determination, provided that HSE had not conducted such an assessment prior to the behavior that resulted in a change in placement;
- (2) in the situation where a behavior intervention plan has been developed, review the behavior intervention plan and modify it, as necessary, to address the behavior; and

(3) except as specified below in cases involving special circumstances, return the student to the placement from which the student was removed, unless the parent and the local educational agency agree to a change of placement as part of the modification of the behavior intervention plan.

School personnel may expel a student to an without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student

(1) carries or possesses a weapon to or at school, or on school premises

(2) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, or on school premises.

(3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state or local educational agency. Serious bodily injury means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty

On the same day the decision is made to take disciplinary action, the school will notify the parents of that decision and of all procedural safeguards.

i. How school will meet the needs of students meeting criteria for dyslexia &

j. How school will meet the needs of students meeting criteria for Section 504

As defined in Texas Education Code §38.003, "dyslexia" means a disorder of constitutional origin manifested by a difficulty in learning to read, write, or spell, despite conventional instruction, adequate intelligence, and socio-cultural opportunity; and "Related disorders" includes disorders similar to or related to dyslexia such as developmental auditory imperceptions, dysphasia, specific developmental dyslexia, developmental dysgraphia, and developmental spelling disability.

If problems in academic achievement have been noted through academic progress reports, parent conferences, or inadequate performance on the state student assessment program as described in Texas Education Code, §39.022 and §28.006; HSE will evaluate the student's academic progress to determine what actions are needed to ensure improved academic performance.

Student will be referred for the dyslexia instructional program when it is appropriate. Needed support actions that school will take include, but are not limited to, obtaining vision or hearing correction, retention, rearrangement of class assignments, supportive counseling, bilingual education, English as a second language, tutoring, speech therapy, or other appropriate program modifications.

If it is determined that a student who has been identified as having primary difficulties in reading, writing, and spelling is not progressing academically in the remedial programs of the school district, and all other causes have been eliminated, continued evaluation must consider the student's identification as being dyslexic or having a related disorder. This evaluation will be requested through the Campus Referral Committee. Notice of the proposal to identify the child will be issued in accordance with federal regulations. Written parental consent will be required before any evaluation. This evaluation will be requested through the Campus Referral Committee (under Section 504)

Pre-referral Procedures

The following is a description of the procedures that will be employed to ensure that all students demonstrating behavior associated with dyslexia or related disorders are identified, evaluated, and appropriately served.

Data-Gathering

The teachers will identify any student who does not make developmentally appropriate academic progress and will make an instructional decision about his or her needs. The data to be collected by the school personnel may include the following:

- Vision or Hearing screening;
- Speech and language screening through a referral process;
- Academic progress reports (report cards);
- Teacher reports of aptitude or behavior;
- Parent conferences;
- State student-assessment results;
- Limited English Proficiency (LEP) test results;
- Accommodation results provided by classroom teachers(s).

Campus Referral Committee/Intervention Assistance Team

The Campus Referral Committee/Intervention Assistance Team will review all data and any assessment required for remedial services. These appropriate interventions may include remedial strategies, placement into the Dyslexia instructional program or referral for Special Education services. Signed parental notification and consent forms are required should the district choose to conduct an individual evaluation of the student.

Recommendation for Assessment

Recommendation for diagnostic assessment for dyslexia may be made by the school staff, and/or parent. Following the recommendation, HSE staff will conduct an unbiased evaluation of a child who is regarded as having a disability. A screening, initial assessment is given to identify students who may demonstrate particular reading problems.

EXHIBIT A

Biographical Affidavits

Revised affidavits for;

1. Levent Bulut
2. Fatih Yigit
3. Soner Tarim

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Levent Bulut
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 6220 Alder Dr. Apt: 3702 Houston, TX 77081
4. State your current home telephone number : 713-665-7668
5. Education: Dates, Names, Locations and Degrees
College : Bilkent University, 1996-2000, Ankara/TURKEY, B.A. in Economics
Graduate Studies : Marmara University, 2000-2002, Istanbul/TURKEY, M.A. in Economics
Others : _____
6. List membership(s) in professional societies and associations: American Economic Association, Turkish-American Scientists and Scholars Association (TASSA), Association of Bilkent Graduates (BILMED)
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>2002-2005,</u>	<u>University of Houston,</u>	<u>4800 Calhoun Rd, Houston/TX 77204,</u>	<u>RA in Economics</u>
<u>2001-2002,</u>	<u>Fatih University,</u>	<u>Buyukcekmece, Istanbul/Turkey,</u>	<u>Editorial Assistant of the Journal of Economic and Social Research (JESR)</u>
<u>2000-2002,</u>	<u>Fatih University,</u>	<u>Dept. of Economics Buyukcekmece, Istanbul/Turkey,</u>	<u>Research Assistant,</u>

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2004-Present,	Cosmos Foundation, Inc.,	5435 S. Braeswood Houston, TX 77096,	Board Member

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? **NO** If so, please state the compensation you expect to receive. **N/A**
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. **NONE**

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? **NO** If so, give details: **N/A**

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? **NO** If so, give details: **N/A**

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? **NO** If so, give details: **N/A**

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? **NO** If so, give details: **N/A**

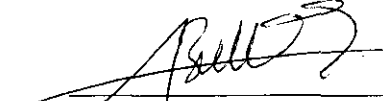
20. Have you ever been adjudged bankrupt? **NO** If so, give details: **N/A**

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

insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 12 day of December, 2005.

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



(Signature of Affiant)

VERIFICATION

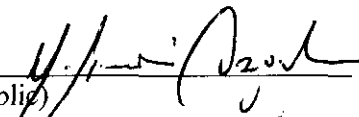
State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005.





(Notary Public)

My commission expires 01/26/2009

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer _____
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : **Cosmos Foundation Inc.**

Full Name of Proposed Charter School : **Harmony School of Excellence**

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) : **Fatih Yigit**
2. Have you ever had your name changed or used another name? : **NO**
If yes, give reason for the change : **N/A**
Maiden Name (if female) : **N/A**
Other names used at any time : **NONE**
3. State your current home address : **2111 Holly Hall #4808, Houston TX 77056**
4. State your current home telephone number : **713-888-0606**
5. Education: Dates, Names, Locations and Degrees
College : **October 2000, Marmara University, Istanbul, Bachelors of Law (LLB)**
Graduate Studies : **May 2003, Temple University, Philadelphia, Masters of Law (LLM)**
Others : _____
6. List membership(s) in professional societies and associations: **NONE**
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:
- | <u>DATES</u> | <u>EMPLOYER</u> | <u>ADDRESS</u> | <u>POSITION</u> |
|-----------------|-----------------------|--|-----------------|
| 11/2003-07/2004 | The Machetta Law Firm | 14624 Falling Creek ste.125 Houston TX | Case Manager |
| 07/2004-Present | The Karadag Law Firm | 5555 San Felipe ste.1675 Houston TX | Case Manager |
8. Present employer may be contacted: Yes No
9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
2000-2002	Cosmos Foundation, Inc	930 E. Rundberg Ln. Austin, TX 78753	Volunteer Accountant

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive. N/A
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details: N/A

20. Have you ever been adjudged bankrupt? NO If so, give details: N/A

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 12 day of December, 2005.
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)

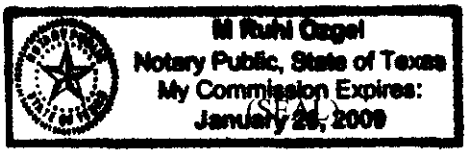
VERIFICATION

State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005.



[Signature]
(Notary Public)

My commission expires 01/26/2009

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer: Superintendent /CEO (interim)
State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity : Cosmos Foundation Inc.

Full Name of Proposed Charter School : Harmony School of Excellence

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) : Soner Tarim
2. Have you ever had your name changed or used another name? : NO
If yes, give reason for the change : N/A
Maiden Name (if female) : N/A
Other names used at any time : NONE
3. State your current home address : 9914 Deanwood St. Houston, TX 77040
4. State your current home telephone number : 713-896-3057
5. Education: Dates, Names, Locations and Degrees
College : 1988 Ataturk University, Erzurum/Turkey B.S.
Graduate Studies : 1990 Ataturk University, Erzurum/Turkey M.S.
2002 Texas A&M University, College Station/TX, USA. Ph.D.
Others : _____
6. List membership(s) in professional societies and associations: NONE
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

<u>DATES</u>	<u>EMPLOYER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-Present	Cosmos Foundation *	5435 S. Braeswood Houston, TX 77096	Superintendent/CEO
11/1999-07/2000	Virginia Int. University *	9900 Main St. Ste#500 Fairfax, VA 22031	Consultant
01/1994-05/2000	Texas A&M University *	210 Nagle Hall, College Station, TX 77843	TA and RA

8. Present employer may be contacted: Yes No

9. Former employers may be contacted: Yes No

10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
NONE

11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

<u>DATES</u>	<u>CHARTER SCHOOL/CHARTER HOLDER</u>	<u>ADDRESS</u>	<u>POSITION</u>
07/2000-present	* HSA-Houston	* 5435 S. Braeswood, Houston, TX 77096	* Superintendent/CEO
08/2004-present	* HSA-Dallas	* 11995 Forestgate Dr Dallas, TX 75243	* Superintendent/CEO

12. List all previous experience with any charter school management company:

<u>DATES</u>	<u>MANAGEMENT COMPANY</u>	<u>ADDRESS</u>	<u>POSITION</u>
<u>NONE</u>			

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): **Certified Training provider for School Board members and school officers * issued by TEA * issued on January 14, 2004 and valid for three years.**

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 be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? **YES** If so, please state the compensation you expect to receive. **\$79,000.00**
Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. **NONE**

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? **NO** If so, give details: **N/A**

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? **NO** If so, give details: **N/A**

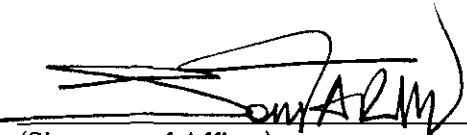
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? **NO** If so, give details: **N/A**

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? **NO** If so, give details: **N/A**

20. Have you ever been adjudged bankrupt? **NO** If so, give details: **N/A**

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details: N/A

Dated and signed this 12th day of December, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

VERIFICATION

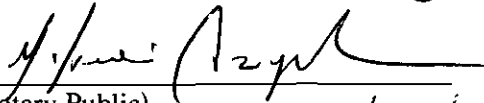
State of Texas

County of Harris

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

Subscribed and sworn to before me this 12th day of December, 2005




(Notary Public)

My commission expires 01/26/2009

EXHIBIT C

Revised Bylaws

Revised bylaws for the Cosmos Foundation Inc.

BYLAWS

COSMOS FOUNDATION, INC.

ARTICLE 1

OFFICES

Principal Office

- 1.01. The principal office of the Corporation in the State of Texas shall; be located at 5435 S. Braeswood Blvd. Houston, TX 77096. The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.

Registered Office and Registered Agent

- 1.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

ARTICLE 2

BOARD OF DIRECTORS

Management of the Corporation

- 2.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number Qualifications and Tenure of Directors

- 2.02. The number of Directors shall be five (5), or as subsequently amended by majority vote of the directors. Directors need not be residents of Texas.

Nomination of Directors

- 2.03. At any meeting at which the election a director occurs, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and, make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs.

Election of Directors

- 2.04. A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as director. Directors shall be elected by the vote of the majority of the Board of Directors. Each director shall hold office until a successor is elected and qualified. A director may- [if desired, add: not] be elected to succeed himself or herself as director.

Vacancies

- 2.05. Any vacancy occurring in the board of directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the affirmative vote of a majority of the remaining board of directors. When a vacancy on the Board exists, nominations for new members may be received from present board members one week in advance of a board meeting.

Annual Meeting

- 2.06. The annual meeting of the Board of Directors shall be held on the second Saturday of September of each year. The date of the annual meeting may be changed with a written notice by the President who shall also set the time and place of that delayed meeting. The president or the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Regular meeting

- 2.07. Regular meetings of the board shall be held at the principal office on the second Saturday of every other month starting September of each year. Number of meeting may be increased or decreased by a resolution of the board. The president or the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Special Meetings

- 2.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. Then, the secretary shall give a written notice of the meeting to each director not less than five nor more than 30 days before the date of the meeting and shall post a written notice for general public as required in section 2.09 of this bylaw.

Notices

- 2.09. All meeting (Annual, Regular, and Special Meetings) notices must be in writing. The written notices must be posted and must be readily accessible by the general public at all times for at least 72 hours before the scheduled time of the meeting. The written notice shall include agenda items, day, time, and the location of the meeting. The written notice shall use plain, concise English.

Quorum

- 2.10. A majority of the number of directors then in the office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Directors present by proxy may not be counted toward a quorum. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Duties of Directors

- 2.11. Directors shall exercise ordinary business judgements in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interests of the members. In acting in their

official capacity as directors of this corporation, directors shall act in good faith and take actions they reasonably believe to be in not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an account or attorney retained by the Corporation.

Actions of Board of Directors

- 2.12. The Board of Directors shall try to act by consensus. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by law or these bylaws. If a quorum is present but thereafter a sufficient number of Directors leave such meeting so that a quorum no longer present, then any action taken by the remaining Directors shall not be the act of the Board.

Proxies

- 2.13. Board of Directors may not issue a proxy or may not be represented by a proxy.

Compensation

- 2.14. Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for a reimbursement payment according to the state law to the Directors for their expenses of attendance, if any, for attendance at each meeting of the Board of Directors.

Removal of Directors

- 2.15. The Board of Directors or members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend four consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state the issue of possible removal of the director that will be on the agenda the notice shall state the possible cause for removal. The director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of fifty (50) percent of the Board of Directors.

ARTICLE 3

OFFICERS

Officer Positions

- 3.01. The officers of the Corporation shall be a president, two] vice presidents, a secretary, a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be the same person, except the offices of president and secretary.

Election and Term of Office

- 3.02. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office

until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

Removal

- 3.03 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

Vacancies

- 3.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

- 3.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

Vice President

- 3.06. When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or board of directors.

Treasurer

- 3.07. The treasurer shall:
- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
 - (b) Receive and give receipts for moneys due and payable to Corporation from any source.
 - (c) Deposit all moneys in the name of Corporation in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or president.
 - (d) Write checks and disburse funds to discharge obligations of the Corporation.
 - (e) Maintain the financial books and record of the Corporation.
 - (f) Prepare financial reports at least annually.
 - (g) Perform other duties as assigned by the president or by the Board of Directors.
 - (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.
 - (i) Perform all of the duties incident to the office of treasurer.

Secretary

- 3.08 The secretary shall:
- (a) Give all notices as provided in the bylaws or as required by law.

- (b) Take minutes of the meetings of the members and the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Keep a register of the mailing address of each [if corporation has members, add: member], director, officer, and employee of the Corporation.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

ARTICLE 4

COMMITTEES

Establishment of Committees

- 4.01. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:
- (a) Amend the articles of incorporation.
 - (b) Adopt a plan of merger or a plan of consolidation with another corporation.
 - (c) Authorize the sale, lease, exchange, or mortgage, of all or substantially all of the property and assets of the Corporation.
 - (d) Authorize the voluntary dissolution of the Corporation.
 - (e) Revoke proceedings for the voluntary dissolution of the Corporation.
 - (f) Adopt a plan for the distribution of the assets of the Corporation.
 - (g) Amend, alter, or repeal the bylaws.
 - (h) Eject, appoint, or remove a member of a committee or a director or officer of the Corporation.
 - (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interests as defined in paragraph 5.04, below.
 - (j) Take any action outside the scope of authority delegated to it by the Board of Directors.

Authorization of Specific Committee

- 4.02. There shall be the following committees: Membership, Nominating and Program Committees. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

Term of Office

- 4.03. Each member of a committee shall continue to serve on the committee until the next annual meeting of the Directors of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated or if the member dies, ceases to qualify, resigns, or, is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

Chair and Vice-Chair

- 4.04. One member of each committee shall be designated as the chair of the committee and the other member of each committee shall be appointed by the president of the Corporation. The chair and vice-chair shall be appointed by the president of the Corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

Notice of Meetings

- 4.05. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than, seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.
- 4.06. A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Actions of Committees

- 4.07. Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

Proxies

- 4.08. A committee member may not vote by a proxy.

Compensation

- 4.09. Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for the payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

Rules

- 4.10. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

ARTICLE 5

TRANSACTIONS OF THE CORPORATION

Contracts

- 5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposit

- 5.02. All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies or other depositories that the Board of Directors selects.

Gifts

- 5.03. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

Potential Conflicts of Interest

- 5.04. The corporation shall not make any loan to a director or officer of the corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions according to the TEC Chapter 12 Section 12.1054.

Prohibited Acts

- 5.05. As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer or committee member shall:
- (a) Do any act in violation of the bylaws or a binding obligation of the Corporation.
 - (b) Do any act with the intention of harming the Corporation or any of its operations.
 - (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
 - (d) Receive an improper benefit from the operation of the Corporation.
 - (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.
 - (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
 - (g) Use the name of the Corporation (or any substantially similar name) or any trademark or tradename adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
 - (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 6
BOOKS AND RECORDS

Required Books and Records

- 6.01. The Corporation shall keep complete books and records of account. The Corporation's books and records shall include:
- (a) A file-endorsed copy of all documents filed with Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of Corporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
 - (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
 - (c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors.
 - (d) A list of the names and addresses of the directors, officers and any committee members of the Corporation.
 - (e) A financial statement showing the assets, liabilities and net worth of the Corporation at the end of the three most recent fiscal years.
 - (f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
 - (g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.

ARTICLE 7
FISCAL YEAR

- 7.01 The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 8
INDEMNIFICATION

When Indemnification is Required, Permitted, and Prohibited

- 8.01. (a) The Corporation shall indemnify a director, officer, committee member, employee or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found to be liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered

to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

- (h) The termination of a proceeding by judgement, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent does not necessarily preclude indemnification by the Corporation.
- (i) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.
- (j) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 8.01., above.
- (k) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding. If the person is a named defendant or respondent in a proceeding brought by the Corporation; or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.
- (l) If the Corporation may indemnify a person under the bylaws, the person may be indemnified against judgement, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to a reasonable expenses actually incurred by the person in connection with the proceeding.

Procedures Relating to Indemnification Payments

- 8.02. (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 8.02(c), below. The Corporation may make these determinations and decisions by any one of the following procedures:
- (i) Majority vote of the quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
 - (ii) If such a quorum cannot be obtained, by a majority vote of committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more who at the time of the vote are not named defendants or respondents in the proceeding.
 - (iii) Determination by special legal counsel selected by the Board of Directors by votes as provided in paragraph 10.02(a)(I) or 10.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.
- (b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 8.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

ARTICLE 9

NOTICES

Notice by Mail or Telegram

- 9.01. Any notice required or permitted by the bylaws to be given to a director, officer or member of a committee of the Corporation may be given by mail or telegram. If mailed a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the Telegram Company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address by giving written notice to the secretary of the Corporation.

Signed Waiver of Notice

- 9.02. Whenever any notice is required to be given under the provisions of the act or under the provisions of the articles of incorporation or the bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of the notice shall be effective whether signed before or after the time stated in the notice being waived.

Waiver of Notice by Attendance

- 9.03. The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

ARTICLE 10

SPECIAL PROCEDURES CONCERNING MEETINGS

Meeting by Telephone or Internet

- 10.01. A. Subject to the provisions required or permitted by the Texas Open Meetings Act or notice of meetings, unless otherwise restricted by the articles of incorporation or bylaws, members of the board of directors of the corporation, or members of any committee designated by such board may participate in and hold a meeting of such members, board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant.

B. Participation in a meeting pursuant to this Article shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 11

AMENDMENTS TO BYLAWS

- 11.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted a majority vote by the Board of Directors. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Constructions of Bylaws

- 12.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

- 12.02. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

- 12.03. The headings used in the bylaws are used for inconvenience and shall not be considered in contouring the terms of the bylaws.

Gender

- 12.04. Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Seal

- 12.05 The Board of Directors may provide for a corporate seal Such a seal would consist of two concentric circles containing the words Cosmos Foundation, Inc., "Texas," in on encircle and the word "Incorporated" together with the date of incorporation of the Corporation in the other circle.

Power of Attorney

- 12.06. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the Corporation to be kept with the Corporation records.

Parties Bound

- 12.07. The bylaws shall be binding upon and inure to the benefits of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

ARTICLE 13

THE NON-DISCRIMINATORY STATEMENT

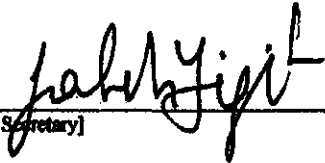
13.01. It is the policy of Cosmos Foundation not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, gender, veteran status, or political affiliation, in its educational or employment programs and activities.

-----End of the text-----

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Cosmos Foundation, Inc. and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on 03-9-2005, 20 .

[Signature of Secretary]



3 / 9 / 2005
Date (mm, dd, yyyy)

[Name of Secretary]

Fatih Yigit

EXHIBIT D

Admission Documents

- 1. Application Form for Admission**
- 2. Registration Form for Enrollment**



HARMONY SCHOOL OF EXCELLENCE

1234 School Address ♦ Tel: 713-000-0000 ♦ Fax: 713-000-0000 ♦ www.hsatx.org

APPLICATION FORM FOR ADMISSION

DEAR PARENTS AND APPLICANT:

Thank you for your interest in HARMONY SCHOOL OF EXCELLENCE (HSE). Please fill out this application form completely. Falsifications, misrepresentations, or omissions may disqualify your application. Information you supply may not be given to any other person/company for any purpose. Applications received unsigned and incomplete, may not be considered for acceptance.

FOR OFFICE USE ONLY
Date Application Received: _____
Application #: _____

Please either type or print clearly using black or blue ink.

Student's name: _____ (Last) _____ (First) _____ (Middle)

Date of birth (mm/dd/yy): ____/____/____

Does the applicant have a sibling who's attending Harmony School of Excellence? No Yes

Grade applied for : K 1 2 3 4 5 6 7 8 9 10 11 12

Phone: _____ (Home) _____ (Mobile) _____ (Work)

Permanent address: _____ (Street & House/Apt. No.) _____ (City) _____ (State) _____ (Zip Code)

Current School: _____ School District: _____

Telephone: (____) _____ Fax: (____) _____ Years Attended: _____ to _____

We/I, the undersigned, hereby certify that, to the best of our/my knowledge and belief, the answers to the foregoing questions and statements made by us/me in this application are complete and accurate. We/I understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Parent's or Guardian's Name	E-mail _____@_____
Parent's or Guardian's Signature	Date _____

Do not e-mail your application for security purposes. HSE is not responsible for lost e-mail.

Please mail or fax the completed application to:

HARMONY SCHOOL OF EXCELLENCE
Address and contact phone numbers are not available at this time.
Phone: (713) 000-0000 **Fax:** (713) 000-0000
WEB: www.hsatx.org **E-mail:** excellence@hsatx.org



HARMONY SCHOOL OF EXCELLENCE

0000 Address Houston, TX 77000 ♦ Tel: 713.000.0000 ♦ Fax: 713.000.0000

REGISTRATION FORM FOR ENROLLMENT*

DEAR PARENTS AND APPLICANT:

Thank you for your interest in HARMONY SCHOOL OF EXCELLENCE (HSE). Please fill out this form completely. Information you supply may not be given to any other companies. Applications received unsigned and incomplete may not be considered for acceptance.

FOR OFFICE USE ONLY
Date Application Received: _____
Application #: _____

Please either type or print clearly using black or blue ink.

STUDENT INFORMATION

Student's name: _____ (Last) _____ (First) _____ (Middle)

Date of birth (mm/dd/yy) : ___/___/____ Gender: Male Female

Grade applied for : K 1 2 3 4 5 6 7 8 9 10 11 12

Ethnicity (Check one): African American Caucasian Hispanic Native American Asian Other

Phone: (_____) _____ (Home) (_____) _____ (Mobile)

Permanent address: _____ (Street & House/Apt. No.) _____ (City) _____ (State) _____ (Zip Code)

Does the applicant have a sibling who's attending Harmony School of Excellence? No Yes

If yes, please write: Student Name: _____ Current Grade _____

Please list applicant's honors, awards, or special achievements (in or out of school): _____

SCHOOL INFORMATION

Please list all schools the applicant has attended during the past three years, starting with the most recent school. Use a separate sheet if necessary.

Current School: _____ School District: _____

Telephone: (_____) _____ Fax: (_____) _____ Years Attended: _____ to _____

Has the student ever been expelled, suspended, or asked not to return to a school? No Yes if yes, explain: _____

Has applicant ever skipped a grade? No Yes Which grade and why? _____

Has applicant ever repeated a grade? No Yes Which grade and why? _____

Please check appropriate box/boxes if applicant has received any Special Education Services.

Learning Disability: area(s) qualified _____

Speech Impairment Emotionally Disturbed Other _____

Please attach student's most recent ARD/IEP Supplements and Assessments (FIE) as needed for above disabilities.

*: Please note that this Registration Form for Enrollment is required only after student is offered admission and registering to the HSE.

APPLICANT FAMILY INFORMATION

Parent/ Custodial Parent/ Guardian

Title (circle one): Mr. Mrs. Ms. Miss Dr. Rev.	Address: _____
Full name: _____	_____
Relationship to applicant: _____	Job Position/Title: _____
Home phone: _____	Employer's Name: _____
E-mail: _____ @ _____	Employer's Address: _____

Applicant lives with: Mother Father Both Other: _____

How did you learn about HSE? (please check)

- | | |
|--|--|
| <input type="checkbox"/> Brochure, flyer, handout | <input type="checkbox"/> Advertisement (where?): _____ |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Newspaper (name?): _____ |
| <input type="checkbox"/> Outdoor sign | <input type="checkbox"/> Friend |
| <input type="checkbox"/> Relative | <input type="checkbox"/> Walk-in |
| <input type="checkbox"/> Other (please specify): _____ | |

Briefly state why you wish to have your child/children enrolled at Harmony School of Excellence:

We/I, the undersigned, hereby certify that, to the best of our/my knowledge and belief, the answers to the foregoing questions and statements made by us/me in this application are complete and accurate. We/I understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Signature of Parent or Guardian

Date

Signature of Parent or Guardian

Date

Do not e-mail your application via internet for security purposes; HSE is not responsible for lost e-mail.

Please mail or fax the completed application to:

HARMONY SCHOOL OF EXCELLENCE

Address and contact phone numbers are not available at this time.

Phone: (713) 000-0000 **Fax:** (713) 000-0000

WEB: www.hsabx.org **E-mail:** excellence@hsabx.org

EXHIBIT E

Information Regarding Instructional Facilities

Information Regarding Instructional Facilities

Please provide the following information concerning the local agency that issues certificates of occupancy, or their equivalent, in the jurisdiction in which the new charter school(s) will be located.

Name of Local Agency:

Name of Contact Person at Local Agency:

Telephone No. for Contact Person at Local Agency:

Address of Local Agency:

If an occupancy certificate has not yet been received, please state the approximate wait time between the initial submission of forms and the final approval.

List any special requirements that the local agency has for instructional facilities.

List any other pertinent information.

EXHIBIT F

Bank of America Line of Credit Update



Online Banking

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Accounts | **Bill Pay & e-Bills** | **Transfer Funds** | **Investments** | **Customer Service**

[Accounts Overview](#) | [Account Activity](#) | [Account Summary](#) | [Find a Transaction](#) | [Open an Account](#)

Account Summary

Customer Service

- [Inquire About a LOC Payment](#)
- [Reorder Checks](#)
- [Monitor Your Credit Report](#)
- [Homeowners Insurance](#)
- [Home Warranty Insurance](#)
- [Add/Edit Account Nickname](#)
- [Get more from Online Banking](#)
- [More Services](#)

HSA HOU Line of Credit

Account: 

Current Information

Current Principal Balance:	\$1,187.75
Available Credit:	\$23,812.25
Credit Limit:	\$25,000.00
Draw Expiration Date:	Not Available
Open Date:	12/03/2003
Last Statement Date:	12/09/2005
Last Advance Date:	05/21/2004

Payment Information

Next Payment Amount:	\$37.70
Next Payment Due Date:	01/03/2006
Last Payment Amount:	\$2,500.00
Last Payment Date:	12/06/2005
Estimated Payoff Amount:	\$1,226.80 *
Payoff Good Through:	12/13/2005 *
Past Due Amount:	\$0.00


*This payoff is only good through 12/13/2005 and does not include any fees, credits, or reversals that have not posted. If you have a business loan greater than \$100,000, prepayment fees may apply.

Interest Information

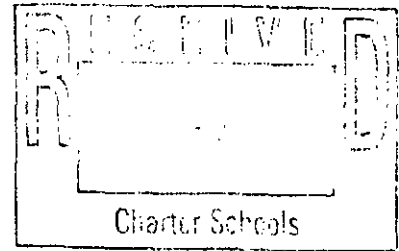
Interest Rate:	13.875 %
Interest Paid Year-to-Date:	\$2,075.46
Interest Paid Last Year:	\$1,636.51

 **Secure Area**

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[Privacy & Security](#) • [Search](#) • [Locations](#) • [Mail](#) • [Help](#) • [Site Map](#) • [Sign Off](#)

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**CONTRACT FOR
OPEN-ENROLLMENT CHARTER SCHOOL**



This contract is executed between the Texas State Board of Education (the "Board") and **Cosmos Foundation, Inc.** ("Charter Holder") to operate **Harmony School of Excellence**, an Eleventh Generation open-enrollment charter school.

General

1. **Definitions.** As used in this contract: "Charter" means the Eleventh Generation open-enrollment charter as provided by, Chapter 12 Subchapter D, Texas Education Code, and granted by this contract.

"Charter Holder" means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

"Charter School" means the Eleventh Generation open-enrollment charter school. Charter School is part of the public school system of Texas and is a "charter school" within the meaning of 20 U.S.C. § 7221i.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.
2. **The Charter.** This contract grants to Charter Holder an Eleventh Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application (RFA) 701-04-034 (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; and (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d).
3. **Term of Charter.** The charter shall be in effect from the date of execution through July 31, 2010 unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period determined by the Commissioner.
4. **Revision by Agreement.** The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

Students

5. **Open Enrollment.** Admission and enrollment shall be open to any person who resides within the geographic boundary stated in the charter application and who is eligible for

admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application.

6. Non-religious Instruction and Affiliation. Charter School shall not conduct religious instruction. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.
7. Children with Disabilities. A charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws. Among Charter School's legal responsibilities in this area are the following:
 - (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 Charter School or who contact Charter School regarding enrollment.
 - (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 Charter School. If the program, staff, or facilities of Charter School are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from 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.
8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, and G of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

Financial Management

9. Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

Governance and Operations

10. 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.

This Agreement

11. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are superseded by this contract.
12. 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.
13. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA 701-04-034; (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).
14. 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.
15. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
16. Governing Law. In any suit arising under this contract, Texas law shall apply.
17. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Eleventh Generation open-enrollment charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its charter school(s) may modify this contract, as of the effective

date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

18. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101(a), Texas Education Code. Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 1st day of February 2006

Texas State Board of Education:

Geraldine Miller
Geraldine Miller, Chair Date

Cosmos Foundation, Inc.:

Oner U. Celepcikay 02-01-2006
Oner U. Celepcikay, Chair Date

Harmony School of Excellence:

Soner Tarim
Soner Tarim, COO Date

