

79

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

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

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

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

Chief Operating Officer  
of Proposed Charter: James L. Acker Title: Director

Name of Sponsoring Entity: Texas Serenity Whitehouse Residential Treatment Center

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

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

JUN 25 PM 2:23  
 CONTROL CENTER  
 DIVISION OF CHARTER SCHOOLS

Sponsor Address: 3201 North Frazier City: Conroe, Texas

Zip: 77303 Phone Number: (409) 788-2169 FAX: (409) 788-2195

Type of charter sought:  an open-enrollment charter under  
TEC 12.1011 ( a ) (1)

an open-enrollment charter under  
TEC 12.1011 ( a ) (2) (75%) rule) applicant  
for this charter must complete additional  
question #10 and sign the additional assurance  
found on page 30.)

Name of Proposed Charter School: Texas Serenity Academy

Date of proposed opening: September 30, 1998

120/07/24/98-088

001

Charter Site Address: 3202 North Frazier City: Conroe, Texas

Zip: 77301 Phone Number: (409) 788-2196 FAX: (409) 788-2195

Correspondence Address: 3202 North Frazier

City: Conroe, Texas ZIP: 77301

Grade	Initial Est.	Maximum
Levels: <u>7-12 &amp; GED</u>	Enrollment: <u>50</u>	Enrollment: <u>100</u>

The charter will primarily serve an area that is geographically:  Urban  
 Suburban  
 Rural

The proposed charter will be located in State Board District 170902 (number).

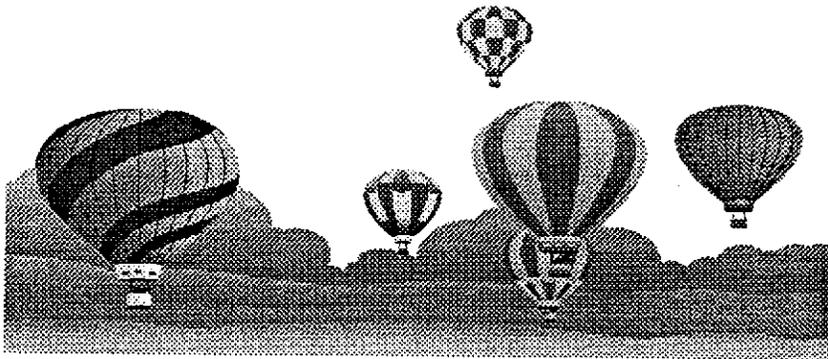
In succinct terms describe the proposed school including grade levels offered, student population served, educational focus and any other essential characteristics. For example, "The Seventh Avenue Charter School is designed to recover students who have dropped out of high school and prepare them through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

Texas Serenity Academy Charter School is designed to provide an educational, intellectual, emotional, and social growth program for "At-Risk" youth who have been placed at Texas Serenity Whitehouse Residential Campus for drug and alcohol abuse which will allow them to become well-rounded productive citizens with a life-long desire for learning.

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

0 pre-kindergarten; 60% special education; 0 migrant;  
95% economically disadvantaged; 5% Limited English proficiency;  
0 gifted; 40% recovered dropouts; 100% at risk of dropping out;  
33% pregnant or parent students; 100% other: Drug and Alcohol Abuse

**Application for Approval of an  
Open Enrollment Charter**



**TEXAS SERENITY ACADEMY**

**Facility Address  
3202 North Frazier  
Conroe, Texas 77301**

TEA DOCUMENT  
CONTROL CENTER  
98 JUL 24 PM 1:35

**Table of Contents**

**TEXAS SERENITY ACADEMY CHARTER SCHOOL APPLICATION ..... 1**

**MISSION STATEMENT ..... 3**

**OVERVIEW - SCHOOL AND COMMUNITY ..... 4**

**VISION AND GOALS ..... 5**

**GOVERNANCE STRUCTURE ..... 16**

**BOARD OF DIRECTORS ..... 17**

**METHOD OF COMMUNICATION ..... 18**

**ACCOUNTABILITY INDICATOR ..... 20**

**SCHOOL PLAN ..... 25**

**BUDGET ..... 36**

**ATTACHMENTS ..... 38**

**APPENDIX ..... 43**

**TEXAS SERENITY ACADEMY**  
**CHARTER SCHOOL APPLICATION**

Texas Serenity White House Adolescent Residential and Treatment Center (RTC), also known as Texas Serenity White House, is a drug and alcohol abuse residential treatment program, located in Conroe, Texas. The "Whitehouse", a 6000 square foot Treatment and Residential facility, is a moderate to long-term treatment center for boys between the ages of 13-17 years old, nestled in the comfort and privacy of 14 spacious acres. These spacious acres also include, an additional 1864 square foot Residential area, a 3200 square foot Classroom area, and two 400 square foot utility buildings. Plans are currently in place, and actively being pursued, to build a new cafeteria, gymnasium, and dormitory. **Our motto at Texas Serenity is "A Place Where Dreams Are Made."**

Texas Serenity White House is one of many programs under the Continuum Healthcare System, Inc. These spectrums of care include: Texas Serenity Counseling Services, Greenspoint Adult Community Living, Greenspoint Partial Hospitalization located in Houston and, Bayshore Adult Community Living, Serenity Counseling Center and Bayshore Partial Hospitalization in Corpus Christi, Texas.

**TEXAS SERENITY ACADEMY ( T.S.A. ) CHARTER SCHOOL**  
**MISSION STATEMENT**

To establish an educational program for "At-Risk" youth that will provide them with educational, intellectual, emotional, and social growth in a therapeutic environment, that will equip them with a mastery of academic skills and strong, positive moral values so that they will become well rounded, productive citizens with a desire for life-long learning in this a continually expanding global, technological society.

## OVERVIEW

### SCHOOL AND STUDENT COMMUNITY

The Texas Serenity Academy Director on behalf of the Texas Serenity Academy Board of Directors ("Board") has prepared an application for submission to the State Board of Education (SBOE) for an Open-Enrollment Charter School ("Application"). If an Open-Enrollment Charter is granted by the SBOE, the Board would oversee the operation of the Texas Serenity Academy Charter School (TSACS) for youth placed at the Texas Serenity Whitehouse RTC.

The Academy will be located on the Texas Serenity White House Rehabilitation Treatment Campus, 3201 N. Frazier, Conroe, Texas, and will serve the population located there.

The focus of the program will be on our students, who are placed at the Texas Serenity White House RTC by Juvenile Probation Offices and Juvenile Courts throughout the state of Texas. Our current student enrollment stands at 28, with an increase of 25 new members by September, 1998 and a total of 100 by December, 1998, also, there are current plans to build a new dormitory, add additional classrooms to the school building, and build a vocational education building, and a gym. Student demographics are currently: 25% African-American, 35% Anglo-American, and 40% Hispanic American. The students that will be enrolled in the Academy's 7th -12th grade graduate preparation educational program or its GED program, have all been identified as "At-Risk" according to TEC 12.1011, because of their socio-economic status, level of academic achievement, family support structures, and attitude towards school, as well as their drug and alcohol abuse. The Academy will offer students access to numerous special services in the areas of an enhanced, and accelerated academic curriculum, parent and student counseling ( during family visitations ), parenting classes, behavior adjustment / modification, in-house discipline management and substance abuse counseling ( as provided by Texas Serenity White House RTC counselors, and social services).

The Academy's curriculum will be designed to meet the needs of highly "At-Risk" students. Its goal shall also be to enhance their academic skills which would allow these students to earn a maximum of seven ( 7 ) credits towards graduation or earn a GED, if the student is in one of our programs for the full school year. Instruction shall be focused on TAAS objectives, with the overall objective, to provide opportunities for academic, emotional, and social growth within a structured and nurturing environment. GED preparation will be geared towards the students entry into Montgomery Community College, or into a vocational field of one of the partner businesses that will be developed.

## VISION AND GOALS

### TEXAS SERENITY ACADEMY ( T.S.A. ) CHARTER SCHOOL VISION AND GOALS FOR THE FIRST FIVE YEARS

#### Vision.

The vision of the TSACS is to provide the most appropriate and effective educational program possible for youth who have been placed by the courts or juvenile probation in a drug and alcohol rehabilitation program. The TSCAS Board believes that an effective educational program for delinquent youth is a critical component in reducing the rate of recidivism. A rigorous and strategically-focused educational program for delinquent youths serves the best interest of the youths, their families, and the community, by suppling these youths with the tools needed to achieve educational success, thereby enhancing their opportunities to become productive and contributing members of society. In providing this educational program, the Board is committed to high standards of academic accountability and performance, and will incorporate an array of instructional approaches designed to accelerate the academic growth and behavioral development of our students.

#### Goals:

The major goal of the Texas Serenity Academy is... to provide youth who are in "At-Risk" situations, the opportunity, encouragement and education, bridged with the intensive counseling and rehabilitation program, provided by Texas Serenity White House RTC designed to treat drug and alcohol abuse, that will allow them to reach their highest level of attainment in life.

The intent of TSACS is to achieve the following goals set forth by the Board, on or before the end of the first academic year, with the assurance they will be enhanced and expanded upon in the subsequent years of the school's operation.

- A. Provide an academic accountability model, based on the Texas Essential Knowledge and Skills ("TEKS") for English language arts and mathematics, that demonstrates accelerated student academic growth toward age-appropriate grade level;
- B. Quantify an academic growth rate for students that on average will proportionally exceed one year's growth for one year's attendance in the program;
- C. Develop for each student an individualized instructional plan that is based on rational, challenging, and achievable academic goals;
- D. Introduce a wide range of instructional strategies and techniques which

compliment a self-paced and mastery-based educational program, and which promotes pro-social behavior;

- E. Ensure consistency and continuity in service so that every student who is required to attend our drug and alcohol rehabilitation program is provided with a high-quality educational program;
- F. Provide every student with the academic and behavioral skills he needs to successfully return to a public school system, to make a successful transition to another educational setting, or to the workforce.
- G. Purchase and install a PEIMS program from the Charter School Resource Center.

### **Decision-making Process.**

At the TSACS the shared decision making process will be used. The TSACS will be focused on providing that component of the school's daily operations which contributes to the successful completion of the school's social, academic and economic goals. It shall comprise of a highly committed group of school and community leaders who thoroughly understand the needs of "At-Risk" youth.

1. The TSACS Shared Decision-Making Committee (SDMC) shall consist of the Director of TSACS, the Director of TSWRTC, TSACS instructors, community leaders, and other appointed persons, and shall meet on a monthly basis. The SDMC is comprised of six subcommittees each chaired by SDMC elected: Planning, Budgeting, Curriculum, School Organization, Staffing Patterns, and Staff Development. Subcommittees meet as needed. Due to such a small staff, each staff member at the Academy will be encouraged to sit on at least one subcommittee, thereby dividing responsibility and creating a wider input into the decision-making process, and enabling SDMC members to serve in a liaison capacity.
2. Every attempt will be made to conduct all school affairs through the SDMC organizational structure even though school committees can be convened, as needed.
3. The Director of TSACS serves as the SDMC chairperson and standing chairperson of all other school committees. The Director will be assisted by the SDMC vice-chairperson and secretary.
4. The SDMC examines all school issues as they arise and, in communication with the Director, researches and plans for solutions in keeping with the

Academy's mission and the needs of its students and staff. Members may be consulted by the Director individually according to their expertise, interest and concerns. Frank and open discussions among SDMC members and all other staff members is encouraged. Meetings are conducted in a timely manner and are open to all persons with concerns before the SDMC.

5. With general consensus of the group, after appropriate research and discussion, SDMC decisions are made. All opinions are heard and shared. A majority vote will suffice, if needed, for the resolution of a particular issue, if, after reasonable discussion has been exhausted, consensus cannot be achieved the Director has the ultimate decision making authority.
6. The activities of the SDMC do not circumvent administrative decisions made in conducting day-to-day school business, not may they abridge the rights of any staff member or student.

### **Program Design:**

#### **a. Diagnostic Component.**

1. The administration of assessment instruments such as the WRAT3 ( Wide Range Assessment Test 3 ), TAAS ( Texas Assessment of Academic Skills ), TABS ( Texas Assessment of Basic Skills ), ITBS (Iowa Test of Basic Skills), and any other testing instrument of skills or norms referenced tests as might be prescribed by the Board, to every student, which will adequately determine the student's academic baseline level in English language, arts and mathematics. Contracted services will be with Conroe ISD for Educational Diagnostician services;
2. The analysis of such prescribed assessment instruments, combined with other relevant and adequate aptitude measurements (including language proficiency tests) will be used to determine each student's academic classification and develop an individual student progress plan (ISPP) for every student;
3. The development of each student's measurable academic goals and objectives that will form the ISPP ( our objective being to teach the kids the way they learn, not just the way we want to teach them ), and the specific strategies employed to achieve these objectives will be the guide by which each instructor will teach;
4. Student records collected will be secured, where available, for student analysis:
  - a) For students in middle school, the student's Middle School Plan;

- b) For students in grades 9-12, the student's Graduation Plan;
  - c) The student's current transcript, including all achievement test records;
  - d) The student's withdrawal form, indicating the student's list of current courses, the earned grade and the textbook and other instructional resources being used with that subject;
  - e) The student's TAAS summary sheet;
  - f) The student's current years attendance record; and
  - g) Where the student's records indicate that he is qualified disabled student under the IDEA, a copy of the student's IEP.
2. Diagnostic Assessment Instruments> The TSACS will require each student be assessed when entering the institution by using uniform and standardized pre-tests (provided the student was not previously administered a pre-test at a pre-adjudication institution). These pre-tests shall determine student's grade-level academic equivalency for reading, writing and mathematics. The administration of other nationally-recognized norm-referenced tests may also be required.
3. ISPP. An ISPP shall be developed for each student using data obtained from the student's former school, diagnostic assessments, and other evaluations performed. Each ISPP will specify measurable academic goals and objectives for students placed in the program for a minimum of 18 weeks. The specific academic goals and objectives outlined in each student's ISPP will be determined by one of the following academic classifications assigned to each student:
- a) Students determined to be performing at (or above) age-appropriate grade level;
  - b) Students determined to be performing below or significantly below age-appropriate grade level;
  - c) Students who are assigned to a high school equivalency program ("GED").
4. Academic Category I -- Students Above Or At Age-Appropriate Grade Level. Students determined to be at, or above, age-appropriate grade level will be assigned to course work substantially similar to the courses in which they were enrolled at their former school. Instructional strategies for these students will focus on accomplishing the following academic goals:

- a) Prevent academic regression;
  - b) Provide a curriculum based on the Texas Essential Knowledge and Skills ("TEKS") which as closely as practical reflects this courses the student needs to continue uninterrupted progression graduation;
  - c) Provide a curriculum which results in all students passing TAAS examination; and
  - d) Provide a curriculum that adequately prepares students to pass the Texas Academic Skills Program ("TASP").
5. Academic Category 2 -- Student Below Age-Appropriate Grade Level. Students below or significantly below age-appropriate grade level will be assigned to course work which will allow them to advance toward age-appropriate grade level. Instructional strategies for these students will focus on accomplishing the following academic goals:
- a) Provide a program emphasizing academic student acceleration toward age-appropriate grade level in reading, writing, and mathematics;
  - b) Provide a curriculum emphasizing improvement in TAAS scores; and
  - c) Provide sufficient curricula allowing students in the 9th grade and above (not assigned to a GED program) to receive credit for academic courses that correspond to the high school graduation curriculum as defined by Chapter 28, TEC.
6. Academic Category 3 -- Students Assigned to a GED Program. Students determined to be best served academically by placement in a GED program will be assigned course work which will prepare the student to pass the GED examination. Any decision to place a student in a GED program who is not ordered by a juvenile court to enroll in a GED program shall occur only where the student's academic records and assessment scores indicate the student is unlikely to receive a high school diploma. Instructional strategies for these students will focus on the following goals:
- a) Provide students with effective and efficient instructions so they will successfully pass the GED examination.
  - b) Provide a curriculum that emphasizes improvement in TAAS scores; and
  - c) Provide, for those students who are unlikely to pass the GED examination, a curriculum that will prepare these students to successfully pass the TASP.

b. **Proposed Academic Curriculum.**

1. Academic Program. The educational program shall provide a curriculum based on TEKS. The educational program will include the following components:
  - a) An academic curriculum based on TEKS and focusing on student academic growth as measured by TAAS objectives and instructional targets in English language arts, mathematics, science, and social studies;
  - b) An academic curriculum designed to be age-appropriate for youth ages 13-17, as well as directed to cover academic course work encompassing all three proposed academic categories;
  - c) A GED program which shall include, but not be limited to, instruction in reading, language arts, inclusive of writing production, mathematics, literature, science and social science appropriate to prepare the student for successful completion of the GED test battery;
  - d) English-as-a-Second Language ("ESL") instruction designed for limited English proficient students emphasizing student improvement in oral communication skills as well as increased student comprehension in print and written production of English;
  - e) Social/life skills instruction which includes, but is not limited to, instruction in substance abuse awareness, family relationships, civic and legal responsibilities, health maintenance, money management, and other related and relevant life skills;
  - f) Vocation/employment training skills and school-to-work learning provided by Business Partners and Community leaders as well as mentors; and
  - g) Administration of the TAAS as required by Subchapter B, Chapter 39 of the Texas Education Code.

c. **Instrument/Curriculum Component.**

1. The development, administration, and evaluation of all required educational programs, including written curriculum and lesson plans for each of the three academic classifications ( middle school, high school, or GED ) placing special emphasis on educational programs for students who are classified as

special education or Limited English Proficiency ("LEP");

2. A description of all required instructional strategies and technologies, as well as any other methods and materials by which students will be instructed will be included in the students ISPP;
3. Course credit and subject mastery will be determined and certified by Conroe Independent School District;

d. **Personnel Component.**

1. The role and responsibilities of the administrator, faculty, and non-instructional staff in the instruction of TSACS students and the operation of educational programs, shall be set by, and shall be the responsibility of the Board;

2. **Role of the School Administrator:**

A. Selection. The Academy School Administrator (Director of Education). The school administrator of the TSACS (school Director), will oversee the education program in all institutions, and supervise the daily operation of the TSACS campus. School Director will supervise the development, implementation, and evaluation of all components of the school. The responsibilities of school administrator shall include the following duties:

1. Provide appropriate support for instructional personnel in addressing student discipline problems;
2. Assume leadership for the educational program, including continuous evaluation of all instructional personnel, strategies and student performance;
3. Ensure strict compliance with all components of the contract; and
4. Serve as appropriate role models for students in accordance with generally recognized professional standards.

2. **Selection and Role of Faculty.**

A. Selection. All instructional personnel will be employed by the vendor in accordance with generally recognized professional standards.

B. **Role/Responsibilities of Faculty.** Instructional personnel's role will be to: 1) develop an Individualized Student Progress Plan ("ISPP") for each student; 2) supervise the students' successful completion of all assigned course work; and 3) facilitate the development of student academic and behavioral skills in the classroom. All instructional personnel will be responsible for the following duties:

1. Perform all instructional duties through appropriate preparation, assignments, and resources materials;
2. Comply with all policies, rules and regulations and directives of the Director and the Board;
3. Maintain an orderly classroom atmosphere conducive to learning;
4. Provide instruction that is within generally accepted professional standards required by the Board, the State Board of Educator Certification ("SBEC"), TEA, and the SBOE;
5. Establish rapport and develop an effective working relationship with other instructional personnel and Department personnel;
6. Motivates students to complete all goals and objectives outlined in each student's ISPP;
7. Encourage good work habits and develop and implement teaching strategies which foster self-discipline and accomplishing academic and behavioral goals; and
8. Serve as appropriate role models for students, in accordance with generally accepted professional standards for certified educators.

C. **Selection and Role of TSACS Decision-Making Committees.**

A. **TSACS Evaluation Committee.** The Board will utilize a stratified management approach to decision-making at eh TSACS. The TSACS Evaluation Committee, overseen by the School Director, will comprise representatives from the Board TSWRTC, the Mentor Group Representatives, Business Partners, and the Community. Objectives of the Evaluation Committee will include the following:

1. Develop, review, and revise the TSACS improvement plan and an improvement plan for each campus that will increase the academic performance of all students in the TSACS;
2. Provide for regular evaluation of goals and objectives of the TSACS, including student performance measures, compliance with all components of the contract, and compliance with the guidelines set forth by the SBOE and TEA for open-enrollment charter schools;
3. Evaluate the TSACS academic accountability program and ensure that all data on student performance is regularly reported to the SBOE;
4. Conduct an annual needs assessment of all components of the education program at each TSACS campus and oversees the implementation of all Board-approved modification to the program;
5. Ensure that all relevant parties participate in the evaluation and improvement of the TSACS; and
6. Provide an annual report to the Board on the status of student performance in the TSACS , including the goals and objectives targeted in the TSACS and campus improvement plans.

B. Shared-Decision Making Committee ("SDMC"). The TSACS campus will establish an SDMC, composed of representatives from the instructional staff, campus administrator, and Department staff assigned to the facility. The TSACS institution will be overseen by the Director, who will report the progress of the SDMC of the Director, and Board (or Board Designee). The SDMC's objectives will include:

1. Develop, review, and revise the campus improvement plan that will increase academic performance of all students in the TSACS;
2. Provide for regular evaluation of campus goals and objectives, performance measurements of each student, and compliance with all statutes, rules, and regulations for open-enrollment charter school;

3. Ensure that all students performance data is regularly reported to the SBOE;
4. Conduct an annual campus needs assessment and implement all Board-approved modifications to the program; and
5. Ensure that all relevant parties participate in the evaluation and improvement of the TSACS.

D. **Role of Students.** Juveniles assigned to a juvenile institution will be held responsible for the following standards of behavior while under the authority of the TSACS:

- A. Accomplish the goals and objectives outlined in the student's ISPP;
- B. Demonstrate punctuality, preparedness, and a positive attitude;
- C. Exhibit responsible behavior in school and respect toward individuals and property;
- D. Refrain from making profane, insulting, threatening or inflammatory remarks, and from engaging in disruptive conduct or cheating;
- E. Seek assistance from instructional or any other staff when experiencing acute school-related or personal problems;
- F. Follow all TSCAS and TSWRTC rules; and
- G. Seek changes in school policies and regulation through official channels.

E. **Role of Parents.** Students are under the legal custody of the TSWRTC and Juvenile Probation while in a juvenile institution. When students are released from custody, the parent or guardian will resume responsibility for the student. At this point the parent assumes responsibility for the student's re-entry into the public school system or another educational setting. Although the students are under the legal custody of Texas Serenity Whitehouse RTC and JPD, parents are still encouraged to play a significant role in the educational process because once these students leave TSACS and TSWRTC, they go back home to the same environment. Unless some mind-sets changed about education as well as life styles, the students will likely continue where they left off.

A. **Proposed Instructional Strategies and Technologies.** The teaching staff will be required to demonstrate the following instructional strategies and technologies:

1. Written curricula for all academic programs. Curricula must be competency-based and student-appropriate, and must accommodate an open-entry, open-

exit academic environment;

2. An instructional delivery process which considers each of the three proposed academic classifications, the varying styles and rates of student learning, and the varying student ages, instructional levels, and interests; and
3. Augmentation of basic academic instructions with appropriate computer- and video-assisted instruction to facilitate student mastery of diagnosed learning objectives.

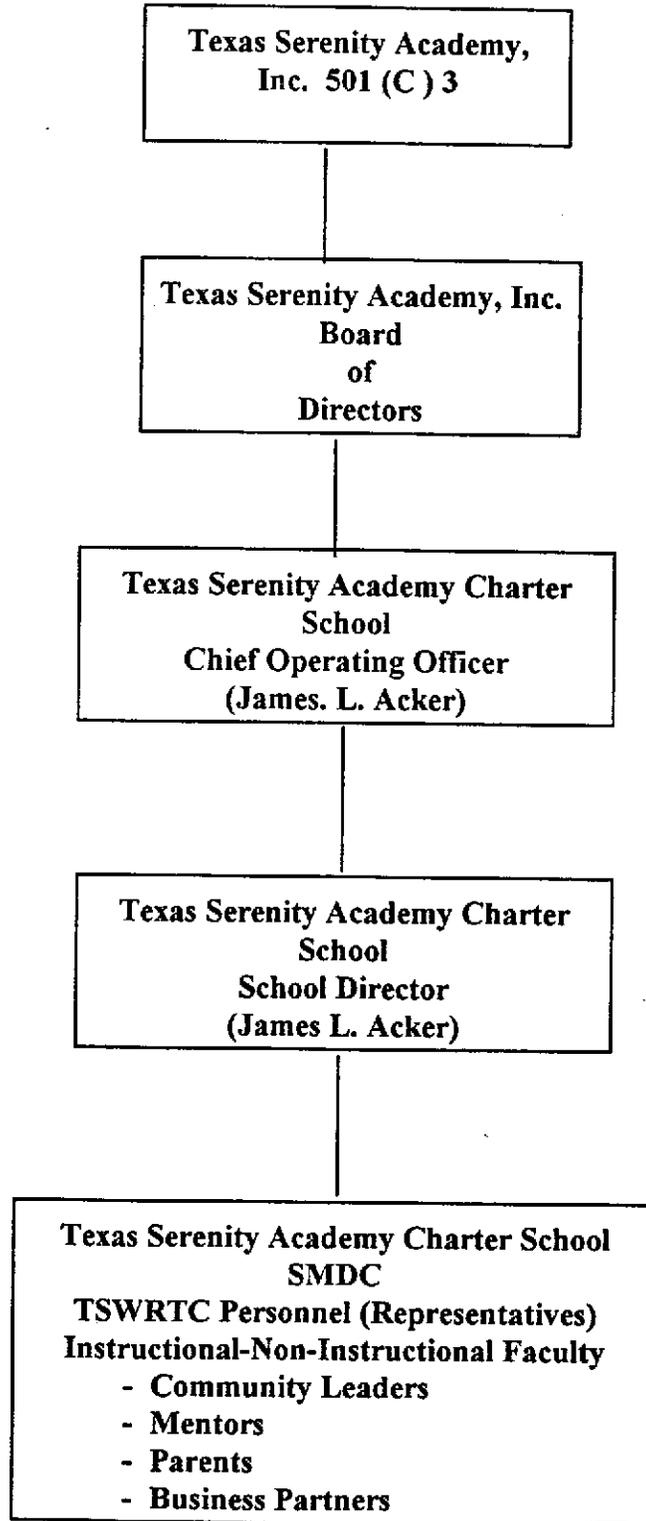
B. **Attendance:** Students at Texas Serenity Whitehouse RTC are physically restricted to that facility for the duration of the placement period. Attending the educational program provided at this facility is a requirement of placement. Only students diagnosed by staff as ill or who have other scheduled appointments or meetings will be excused from academic instruction.

C. **Extra Curricular Activities:** The TSACS and TSWRTC will provide a wide range of after-school evening and weekend activities for our students.

D. **Transition Services:** The TSACS will assist each student in transition from TSACS and TSWRTC back to a public school or other appropriate educational program when the student approaches his release date. The TSACS will schedule mandatory academic counseling sessions for each student within the last few weeks of the student's placement in the institution. The purpose of this counseling session is to discuss the student's academic and behavioral progress while enrolled in the TSACS and the additional course work the student needs to receive a high school diploma or a GED. The TSACS will coordinate the student's transition with the school district and school campus where the student is scheduled to return, including notifying the district and campus of the student's impending release and overseeing the transfer of all academic, behavioral, and attendance records when a student returns to the school district.

**TEXAS SERENITY ACADEMY CHARTER SCHOOL**

**GOVERNANCE STRUCTURE**



## TEXAS SERENITY ACADEMY CHARTER SCHOOL

### BOARD OF DIRECTORS

Rose Kelly  
Human Resources Specialist  
United Way of Texas Gulf Coast  
2200 N. Loop West  
Houston, Texas 77018

Lizzy Hargrove  
Coordinator, K.E.Y.S  
(Keep Educating Your Self)  
2246 Del Monte  
Houston, Texas 77019

J. R. Richardson  
Federal Sales Representative  
Dell Computer  
One Dell Way  
Round Rock, Texas 78682

Audrey McDowell  
Director of Nurses  
University Texas Medical Branch  
Pam Lyncher State Jail  
719 South 7th St.  
Conroe, Texas 77301

Judge Thurman Bartie  
Justice of the Peace, Precinct 8  
Jefferson County  
525 Lakeshore Dr.  
Port Arthur, Texas 77640

Walter Jackson  
Supervisor - Field Services CUPSI  
Harris Co. Juvenile Probation (Retired)  
4605 Wilmington  
Houston, Texas 77051

John Paul Davis, Jr.  
City Councilman  
City of Beaumont  
Beaumont, Texas

Harriet Ball  
Channel 13  
Education Consultant  
Houston, Texas

Sylvia Brulow  
Community Liaison  
Citizens' Assistance Office  
Office of the Mayor (Houston)  
P. O. Box 1562  
4605 Wilmington  
Houston, Texas 77251

Everette D. Alfred  
Director of Criminal Justice  
Dep. East Texas Council of Gov. & Eco. Development District  
274 E. Lamar  
Jasper Texas 75951

**Continuum Healthcare System, Inc.  
Board of Directors**

Don Johnson  
16630 Torrington Court  
Houston, Texas 77379  
281-370-5944

President

Norwood Knight-Richardson  
928 Plantation Drive  
League City, Texas 77573  
281-332-7022

Vice-President

Hagmon Simmons  
100 Hollow Tree Lane #2051  
Houston, Texas 77090  
281-880-9925

Secretary

**TEXAS SERENITY ACADEMY, INC., OFFICERS**

Don Johnson

President

Hagmon Simmons

Vice President

Mario Watkins

Secretary Treasurer

**Don K. Johnson, CEO**

Born and raised in Hallsville, Texas, Mr. Johnson was the tenth out of eleven children. He is graduated of Hallsville High School, The Community College of the Air Force, and New York State University with a BS in Sociology. Mr. Johnson's graduate hours are with the University of Maryland. Mr. Johnson entered the Air Force at the basic rank of E-1 in 1969 and rose through the ranks to first Sergeant E-8. He served as Director and Manager of Drug and Alcohol Treatment both in in-patient and out-patient. Mr. Johnson's unit distinguished itself under his command at the most effective treatment program in the Far East. His military decorations included two meritorious services medals, three accommodations medals, two achievement medals and several foreign campaign medals.

Mr. Johnson is married to the former Linda O Denton and together they have three adult children

Mr. Johnson's spiritual belief and devotion are the major contributing factors to his successful military career and entrepreneurship. Mr. Johnson is certified and licensed as a drug and alcohol counselor and a nationally certified senior addiction clinician.

**Hagmon "Chip" D. Simmons, Deputy CEO**

Born and raised in Tallahassee, Florida, Mr. Simmons received his BA degree in Psychology from Albany State College, where he lettered in football and track. After a brief career in professional football, Mr. Simmons worked as the Recreational Supervisor for Turner Job Corporation Center in Albany, Georgia. Mr. Simmons decided to pursue his graduate degree and relocated to Houston, Texas to attend Texas Southern University. In 1984 he received a Masters Degree in Public Administration.

Upon graduating, Mr. Simmons accepted a job with the Texas Department of Criminal Justice - Parole Division, where he stayed for ten years. Mr. Simmons spent seven of the ten years as Supervisor of Galveston County. During this time Mr. Simmons pursued outside ventures including developing a program at the College of the Mainland where he trained over 150 students on Education and Practicum hours for Licensed Chemical Dependency Counseling. Mr. Simmons also worked at Over-the-Hill, Inc., Harris County Youth Village and Youth advocates where he provided drug and alcohol counseling for those agencies targeted population. Mr. Simmons also served as an Adjunct Professor for Texas Southern University.

In 1993 Mr. Simmons accepted a position with the City of Houston employee Assistance Program where he was promoted to Director. During Mr. Simmons tenure, he was responsible for providing employee assistance counseling services for 23,000 employees.

In 1995, Mr. Simmons went to work with Houston Independent School District where he was responsible for providing assistance counseling services for 30,000 employees.

While working in these various positions, Mr. Simmons began working part-time with Mr. Don Johnson pursuing both of their dreams by creating Texas Serenity Counseling Services, d.b.a. Southwest Healthcare Services, Inc., d.b.a. Continuum Healthcare, Inc.

In 1996, Mr. Simmons joined Mr. Johnson full-time as part owner and Deputy CEO of Southwest Healthcare Services, Inc.

**Mario C. Watkins, Campus Director / Administrator.**

Texas Serenity Academy is located on the campus of Texas Serenity White House Substance Abuse Residential Treatment Program, where Mr. Watkins is the Campus Administrator and Director.

Mr. Watkins received his bachelor's degree in Criminal Justice from Lamar University, Beaumont, Texas and completed his graduate degree in Public Administration at Texas Southern University, Houston, Texas.

**Mario C. Watkins, Campus Director / Administrator.**

Texas Serenity Academy is located on the campus of Texas Serenity White House Substance Abuse Residential Treatment Program, where Mr. Watkins is the Campus Administrator and Director.

Mr. Watkins received his bachelor's degree in Criminal Justice from Lamar University, Beaumont, Texas and completed his graduate degree in Public Administration at Texas Southern University, Houston, Texas.

He is a certified juvenile probation officer and has served in that capacity for over 14 years. While serving as director of the Juvenile Detention Center in Galveston. Mr. Watkins became intimately familiar with serving the academic needs of at-risk youth. He has gleamed a comprehensive understanding of the Academic Excellence Indicator System (AEIS), TEKS, TAAS and all other related provisions of Chapter 39, TEC. In addition, Mr. Watkins is married to a career educational professional serves as principal of one of the top schools in the state.

He has previous professional experience in programs serving at risk youth, where data produced from those programs demonstrates student growth significantly exceeding a rate of one year's growth for one year's placement in the program.

## METHOD OF COMMUNICATION

The SDMC shall maintain a mailbox in the main office, into which any member of the Academy family may contribute written suggestions or concerns. Meeting times are announced in a timely manner. The Chairperson may call an emergency meeting at any SDMC member's request. Any staff member, Board Member, or student may either appear at an SDMC meeting or submit issues for discussion in written or oral fashion to any SDMC member. The Director may prepare a meeting agenda. Written agenda items must be placed in the SDMC mailbox no later than three (3) days prior to the next scheduled SDMC meeting. The SDMC secretary in turn submits items to the Director for agenda preparation or consideration. Each meeting must allow opportunities for questions, new issues to be brought before the SDMC. The SDMC secretary records minutes and disseminates them throughout the campus. The Director maintains a file copy in the main office for public access.

## MEMBERSHIP

Each selected SDMC member serves a one-year term (two years after first year). Elections are held each spring for the following school year. Appointments to the SDMC are made by the Director in consultations with the SDMC, the Academy staff and community. Due to the small number of staff members, all classroom teachers are members of the SDMC.

Classroom Teachers  
Community Members  
Non-instructional Staff

Parents (will have the opportunity to participate)  
Business Members

### PROPOSED STAFF DEVELOPMENT PLANS (WILL COORDINATE WITH CISD)

#### STAFF DEVELOPMENT DAY

#### SUMMARY OF ACTIVITIES

October 02, 1998

Attendance

October 24, 1998

Academic Achievement

January 05, 1999

Technology Based Instruction

February 27, 1999

Curriculum Alignment Process

May 08, 1999

Year End Self-Assessment  
Program Feedback  
Future Planning

## ACCOUNTABILITY INDICATOR

In searching to establish accountability indicators, currently there is no student academic performance data available which can be used to establish specific academic performance targets for the current population, due to the following factors:

1. The length of student placement is less than one year (currently averaging about 6 months), because students enter and exit without regard to the standard academic year, and because prior to the current plans to establish the charter school, students at TSWRTC had not been adequately served by the local school district in the homebound program it had established. Because of these factors, information is used gathered from the Harris County Juvenile Probation Residential Facilities.
2. The grades given while enrolled at the Harris County Juvenile Probation institution's school are usually reported directly back on the student's home campus.
3. Three out of the four institutions were granted waivers by the TEA relieving the school district from its obligation to administer TAAS through the 1998-99 academic year<sup>1</sup>; and
4. In the one institution who administered the TAAS during the 1996-97 school year, 88% of the students are reported as being in the 9<sup>th</sup> grade. For the remaining 12% who are not exempted for reasons of special education or limited English proficiency, TAAS scores were reported directly to the student's home campus.

For these reasons, there are no practical means to gather and analyze baseline academic data and, therefore, no method to project student performance targets in relation to the state's Academic Excellence Indicator System (AEIS).

Because similarities exist between the student population at TSWRTC and the Harris County JJAEP (See Tables 1-7 below), JJAEP student data are used for analysis. The analysis is based on data generated for students who were assigned to the JJAEP during the current school year. The assessment instructions administered to JJAEP students purport to correlate to TAAS objectives and instructional targets for reading, writing, and mathematics. As Table 7 illustrates data collected on these JJAEP students reflect significant variation between their assigned instructional level and their grade level equivalency.<sup>2</sup>

In summary, the limited student performance data for the JJAEP population suggests the projected student population for the TSACS will, on average, be more than 3 years behind their age-appropriate instructional level. This understanding provides the basic foundation for the educational program which is this charter proposal.

The following provisions of the Texas Education Code provide statutory guidance for programs that

<sup>1</sup> Exhibit C is a copy of the TAAS waiver issued by TEA to HISD regarding students assigned to the Harris County Detention Center, Burnett-Bayland Home, and the Harris County Youth Village.

<sup>2</sup> Independent assessment provided by the JNS Association, Inc.

serve at risk student populations and support the framework for TSACS accountability model:

- A. Chapter 29, TEC, provides that accelerated instructions shall be provided to students who have failed any portion of the TAAS exit exam or who are at risk of dropping out of school. Section 29.081(d)(3) specifically defines students at risk of dropping out of school to include those students placed in a detention or a residential placement facility.
- B. Chapter 37, TEC, provides that the academic mission of alternative education programs shall be to enable students to perform at grade level.
- C. Chapter 39, TEC, provides that school districts must offer intensive programs of instruction for students who do not perform satisfactorily on TAAS. Such programs must enable students to perform at grade level at the conclusion of the next regular term.
- D. **Proposed Accountability Model.**
  - A. The TSACS model includes the following components:
    1. A model that establishes clearly defined goals which will be used as the basis to evaluate the effectiveness of the program;
    2. A model that provides quantifiable and measurable academic objectives for students assigned to the program;
    3. A model that generates relevant entry-level academic performance measures for every student who enters the program;
    4. A model that generates relevant and parallel exit-level academic performance measures for every student who exists a post-adjudication program;
    5. A model that tracks the length of each student's placement in the program; and
    6. A model that establishes performance standards that directly relate to the State's accountability system, emphasizing the objectives expressed in Chapter 29, Chapter 37 and Chapter 39, TEC.
  - B. Using the above components as a guide, the TSACS will use an accountability model designed to objectively measure student academic growth while the student resides in the program. Student academic growth will be based primarily on a pre- and post-test methodology applied to every student assigned to the program. TSACS will use assessment instruments that correlates as closely as possible to TAAS objectives and instructional targets for reading, writing and mathematics.<sup>3</sup>

<sup>3</sup>As define by TAAS Objectives and Measurement Specifications.

- E. **Goals of the TSACS Accountability Model for the First Two Years.** For the first two years of the charter program, the accountability model is designed to accomplish the following goals:
- A. Generates baseline data that will provide a basis for future research and analysis of the targeted student population; and
  - B. Demonstrate a level of student growth that, on average, proportionately exceeds one year's growth for one year's attendance in the program.
- F. **Goals of the Accountability Model for the Charter after the First Two Years.** After the first two years of the charter program, the accountability model will accomplish the following goals:
- A. Establish specific performance targets for student academic growth; and
  - B. Evaluate the success of the program relative to the establishment of performance targets.
- G. **Other Accountability Measures.** To provide for a more comprehensive evaluation of program effectiveness, other performance measures will be incorporated into the accountability model. The additional accountability measures below are based on the premise that every non-exempt student shall be administered the TAAS:
- A. TAAS score improvement, as measured by the Texas Learning Index (TLI), for students who have been in the program for 18 consecutive weeks as compared to scores on their most recent TAAS exam.<sup>4</sup>
  - B. Improvement in course curricula mastered every 18 weeks, compared to courses completed in the prior semester the student was enrolled in school. The comparison is based on the number of courses the student completed, course credit earned, and overall improvements in the student's grade point average.
  - C. For students assigned to a GED preparatory course and who have been assigned to the program for at least 18 weeks, the number of students who take the GED-examination.
  - D. Rate of ISPP progression for each student who is assigned to the program for 18 consecutive weeks.
- G. **Timelines to Report Student Performance Data to the SBOE.** The Board will report student progress to the SBOE in the following manner:

---

<sup>4</sup>sec: 1996 Accountability Manual (Part 2). P. 11, which states that the TLI is least sensitive to exceptionally high or low performance.

- A. During the first academic year of operation, student progress will be reported to the SBOE as soon as practical after the 135th academic day (3rd quarter) of the program and the 180th academic day (4th quarter) for all students who have been in the program for a minimum of 18 weeks.
- B. For every subsequent year after the first academic year of operation, student progress shall be reported to the SBOE as soon as practical after the 45th academic day (1st quarter; 90th academic day (2nd quarter); 135th academic day (135th day); and 180th day (4th quarter) for all students who have been in the program 18 consecutive weeks or more.

**STATEMENT OF IMPACT.**

- C. District Affected and Date Statement of Impact Sent to District. See Attachment

**GEOGRAPHICAL AREA SERVED.**

- D. Geographic Area to be Served by the TSACS. The geographic area to be served by the TSACS is Montgomery County.

**ENROLLMENT CRITERIA.**

- E. Enrollment Criteria.
  - A. Student Eligibility. The TSACS will provide an educational program for students who meet the following criteria:
    1. Students adjudicated by a juvenile court as delinquent,
    2. Students placed by the juvenile court into the custody of the TSWRTC; and
    3. Students placed by Juvenile Probation Departments.

**QUALIFICATION OF PROFESSIONAL EMPLOYEES**

- 1. Proposed Instructional Staffing.
  - A. Qualification of Instructional Staff. The TSACS will be encouraged to employ instructional faculty holding certifications conferred by the SBEC, or a degree from an accredited college or university.
    1. Employment of certified educators and non-certified instructional personnel who have extensive experience serving the academic needs of at-risk youth;
    2. Employment of certified educators and non-certified instructional personnel who possess a comprehensive understanding of Academic Excellence Indicator System ("AEIS"), TEKS, TAAS, and all other relevant provisions of Chapter

39, TEC; and

3. Employment of certified educators who possess previous experience in programs serving at-risk youth, where data produced from those programs demonstrates student growth significantly exceeding a rate of one year's growth for one year's placement in the program.

B. Qualification of Administrator (Director):

1. Employment of an administrator with extensive experience serving the academic needs of at-risk youth;
2. Employment of an administrator with a comprehensive understanding of the Academic Excellence Indicator System ("AEIS"), TEKS, TAAS, and all other related provisions of Chapter 39, TEC.; and
3. Employment of an administrator who possess previous professional experience in programs serving at risk youth, where data produced from those programs demonstrates student growth significantly exceeding a rate of one year's growth for one year's placement in the program.

C. Criminal Background Checks. The Board will obtain a criminal history summary on all employees hired and volunteers whose services will be used in conjunction with this charter proposal. In addition, any employee assigned administrative responsibilities for the TSACS by the Board shall be required to undergo an independent criminal history review. A report of the review shall be furnished to the Director prior to the beginning of the first academic year for which the charter is granted.

D. PIEMS. TSACS will provide a timely and accurate report of all students and financial information required by PEIMS, according to TEA's established PIEMs reporting schedule.

F. Food Service. Students at TSWRTC are physically restricted to that facility. Due to their restrictions and the time in which school shall start, breakfast and lunch shall be provided by TSACS at a cost of @ \$2.45 per/student/day.

**School Plan 1998-2003**

School: **Texas Serenity Academy Charter School**  
**Goal 1**

Director: **James Acker**

District: **Conroe Independent School District**

To Increase Student Academic Achievement

**Measurable Objectives 1.1**

- 1998-99      During the period from August 1998 to August 1999 school year, fifty percent (50%) of all students enrolled 18 weeks or longer will pass fifty (50%) of courses attempted to earn credits or pass all parts of GED exam.
  
- 1999-00      During the period from August 1999 to August 2000 school year, fifty-five percent (55%) of all students enrolled 18 weeks or longer will pass fifty-five (55%) of courses attempted to earn credits or pass all parts of GED exam.
  
- 2000-01      During the period from August 2000 to August 2001 school year, sixty-percent (60%) of all students enrolled 18 weeks or longer will pass sixty-percent (60%) of courses attempted to earn credits or pass all parts of GED exam.
  
- 2001-02      During the period from August 2001 to August 2002 school year, sixty-five percent (65%) of all students enrolled 18 weeks or longer will pass sixty-five percent(65%) of courses attempted to earn credits or pass all parts of GED exam.
  
- 2002-03      During the period from August 2002 to August 2003 school year, seventy percent (70%) of all students enrolled 18 weeks or longer will pass seventy percent (70%) of courses attempted to earn credits or pass all parts of GED exam.

<b>Initiatives/Strategies/Activities</b>	<b>Responsibilities</b>	<b>Resources</b>	<b>Timeline</b>	<b>Evaluation</b>	<b>Status</b>
1. Provide computer-generated courses for core subjects to students.	Committee (SDMC) Teachers Administrator NovaNet Lab	NovaNet Assignment	Daily	Students' Grade	
2. Provide computer generated GED courses and material for eligible students	GED Instructor	Computer Programs and other GED Materials	Daily	Pretest Examination Results	

Initiatives/Strategies/Activities	Responsibilities	Resources	Timeline	Evaluation	Status
3. Conduct cluster meetings bi-weekly to review lesson objectives, modify lessons to suit student's needs, identify their strengths and weaknesses	Director SDMC	Textbooks Supplemental Resources	Twice a week	Lesson Plans Classroom Observations Peer Activities Students' Grades	
4. Implement an "intense" period of reading for everyone during English, without disturbances.	Teachers Director	Reading Material	Once a Week	Periodic Reading Assessments Classroom Observations	
5. Identify and provide TAAS teaching and review materials, and appropriate teacher training	Director Teacher Committee	CISD Testing Department TEA & TAAS Materials TAAS Items Specifications	Once every week	TAAS Score Reports	
6. Develop special TAAS Reading, Writing and Math modules to be taught during class and tutorials periods.	English/Reading & Mathematics Teachers SDMC	TAAS Item Specifications TAAS Score Reports	Daily	Lesson Plans Tutorial Plans TAAS Score Reports Review Modules	
7. Provide individualized training to students in their tutorial sessions concerning their individual TAAS Score Reports, with emphasis on their areas of strength versus their areas of weakness and TAAS Items Specifications.	Teachers	TAAS Items Specification TAAS Score Reports	Once a week	Tutorial Plans Teacher's Logs	

Initiatives/Strategies/Activities	Responsibilities	Resources	Timeline	Evaluation	Status
8. Develop an interdisciplinary teaching matrix whereby all core teachers and GED teacher and non-certified personnel work together to raise student productivity.	Teachers Non-certified Personnel GED Teacher	Supplemental Instructional Materials CISD Scope & Sequence GED Material	Once every 6 weeks	Teaching Matrix	

**School Plan 1998-2003**

School: Texas Serenity Academy Charter School

Director: James Acker

District: Conroe Independent School District

**Goal 2**

To Increase Student Desire to Attend School

**Measurable Objectives 2.1**

- 1998-99      During the period from August 1998 to August 1999 school year, fifty percent (50%) of all students enrolled 18 weeks or longer will have a desire to increase their daily school attendance to 70%
- 1999-00      During the period from August 1999 to August 2000 school year, fifty-five percent (55%) of all students enrolled 18 weeks or longer will have a desire to increase their daily school attendance to 75%
- 2000-01      During the period from August 2000 to August 2001 school year, sixty percent (60%) of all students enrolled 18 weeks or longer will have a desire to increase their daily school attendance to 80%.
- 2001-02      During the period from August 2001 to August 2002 school year, sixty-five percent (65%) of all students enrolled 18 weeks or longer will have a desire to increase their daily school attendance to 85%.
- 2002-03      During the period from August 2002 to August 2003 school year, seventy percent (70%) of all students enrolled 18 weeks or longer will have a desire to increase their daily school attendance to 90%

Initiatives/Strategies/Activities	Responsibilities	Resources	Timeline	Evaluation	Status
1. Develop a school wide program to monitor student attendance in individual classes.	Faculty and Staff	Attendance by Periods Secretary Teachers' Incentives Proposals	Daily	Official Attendance for all class periods	

Initiatives/Strategies/Activities	Responsibilities	Resources	Timeline	Evaluation	Status
2. Identify students who have had a history of chronic attendance problems and have them met with the mentors, counselors, and/or Director	Secretary Counselors Campus Security Director	Attendance Data	Once a week	Alternative District Attendance Specialist's Log Counselor's Log Social Worker's Logs Disciplinary Records	
3. Offer Extracurricular activities when possible as incentives for school attendance.	Faculty and Staff	School Budget Incentives	Once a Month	School Calendar Field Trips	
4. All classes will develop more culturally sensitive curriculum in order to enable greater acceptance of data.	Faculty and Staff	School Budget Incentives	Once a Month	School Calendar Field Trips	

**School Plan 1998-2003**

School: **Texas Serenity Academy Charter School**

Director: **James Acker**

District: **Conroe Independent School District**

**Goal 3**

To Increase Parental Participation

**Measurable Objectives 3.1**

1998-99 During the period from August 1998 to August 1999 school year, thirty percent (30%) of all parents will attend family counseling sessions held on visitation days.

1999-00 During the period from August 1999 to August 2000 school year, forty percent (40%) of all parents will attend family counseling sessions held on visitation days.

2000-01 During the period from August 2000 to August 2001 school year, fifty percent (50%) of all parents will attend family counseling sessions held on visitation days.

2001-02 During the period from August 2001 to August 2002 school year, fifty-five percent (55%) of all parents will attend family counseling sessions held on visitation days.

2002-01 During the period from August 2002 to August 2003 school year, sixty percent (60%) of all parents will attend family counseling sessions held on visitation days.

<b>Initiatives/Strategies/Activities</b>	<b>Responsibilities</b>	<b>Resources</b>	<b>Timeline</b>	<b>Evaluation</b>	<b>Status</b>
1. Provide computer-generated courses for parents, such as GED Preparatory courses and word processing. To develop an interest in education in those parents and family members who may not have had the opportunity in the past.	Director GED Teacher	NovaNet Lab	Twice a month	Training Evaluation Sheet	
2. Provide family counseling sessions during family visits.	Counselors (TSWRTC)	Supplemental Resources	As needed	Family Relationships	

**School Plan 1998-2003**

School: **Texas Serenity Academy Charter School**  
**Goal 4**

Director: **James Acker**

District: **Conroe Independent School District**

To Increase Management Efficiency

**Measurable Objectives 4.1**

- 1998-99      During the period from August 1998 to August 1999 school year, one hundred percent (100%) of the teachers will be involved in curriculum alignment that can be implemented to increase the successfulness of student academic achievement.
  
- 1999-00      During the period from August 1999 to August 2000 school year, one hundred percent (100%) of the teachers will be involved in curriculum alignment that can be implemented to increase the successfulness of student academic achievement.
  
- 2000-01      During the period from August 2000 to August 2001 school year, one hundred percent (100%) of the teachers will be involved in curriculum alignment that can be implemented to increase the successfulness of student academic achievement.
  
- 2001-02      During the period from August 2001 to August 2002 school year, one hundred percent (100%) of the teachers will be involved in curriculum alignment that can be implemented to increase the successfulness of student academic achievement.
  
- 2002-03      During the period from August 2002 to August 2003 school year, one hundred percent (100%) of the teachers will be involved in curriculum alignment that can be implemented to increase the successfulness of student academic achievement.

<b>Initiatives/Strategies/Activities</b>	<b>Responsibilities</b>	<b>Resources</b>	<b>Timeline</b>	<b>Evaluation</b>	<b>Status</b>
1. Provides teachers a means to share information about their resources and textbooks.	Director SDMC Teachers	Curriculum Alignment Materials	As needed	Lesson Plans Interdisciplinary Units	
2. Work with Conroe ISD to include TSACS teachers and support personnel to receive training, attend workshops, and Inservices sponsored by Conroe ISD	Director Teachers Support Personnel	Conroe ISD	As developed by Conroe ISD	Increased productivity	On-going

Initiatives/Strategies/Activities	Responsibilities	Resources	Timeline	Evaluation	Status
3. Attend scheduled training sessions sponsored by Regional Educational Department, and local colleges. Collaborate with the Texas Charter School Resource Center as well as TEA to stay abreast of changes and training session schedules, as well as any changes in laws.	Director	Regional Ed. Dept. Tex. Charter School Resource Center TEA	On-going	Productivity	

**School Plan 1998-2003**

**School: Texas Serenity Academy Charter School**  
**Goal 5**

**Director: James Acker**

**District: Conroe Independent School District**

**To Increase Public Engagement (Project Mentor)**

**Measurable Objectives 5.1**

- 1998-99      During the period from August 1998 to August 1999 school year, fifty percent (50%) of business partners will meet once a month to discuss and implement strategies to tutor students, speak at special events and be class advisors.
- 1999-00      During the period from August 1999 to August 2000 school year, fifty-five percent (55%) of business partners will meet once a month to discuss and implement strategies to tutor students, speak at special events and be class advisors.
- 2000-01      During the period from August 2000 to August 2001 school year, sixty percent (60%) of business partners will meet once a month to discuss and implement strategies to tutor students, speak at special events and be class advisors.
- 2001-02      During the period from August 2001 to August 2002 school year, sixty-five percent (65%) of business partners will meet once a month to discuss and implement strategies to tutor students, speak at special events and be class advisors.
- 2002-03      During the period from August 2002 to August 2003 school year, seventy percent (70%) of business partners will meet once a month to discuss and implement strategies to tutor students, speak at special events and be class advisors.

<b>Initiatives/Strategies/Activities</b>	<b>Responsibilities</b>	<b>Resources</b>	<b>Timeline</b>	<b>Evaluation</b>	<b>Status</b>
1. Conduct meetings once a month to discuss and implement strategies.	Director Community Leaders Probation Department	Supplemental Resources	Once a month	Community involvement	
2. Contact local church groups, fraternities, clubs, and civic organizations.	Director Community Leaders Civic and Social groups	Community Organizations	On-going	Community Involvement	
3.					

**School Plan 1998-2003**

**School: Texas Serenity Academy Charter School**  
**Goal 5**

**Director: James Acker**

**District: Conroe Independent School District**

To Increase Public Engagement (Project Mentor)

**Measurable Objectives 5.2**

- 1998-99      During the period from August 1998 to August 1999 school year, TSACS will develop a mentorship program and fifty percent (50%) of the Mentors will work with the TSACS to provide mentorship, guidance and leadership to students to help them become more productive citizens in the community.
  
- 1999-00      During the period from August 1999 to August 2000 school year, fifty-five percent (55%) of the Mentors will work with the TSACS to provide mentorship, guidance and leadership to help them become more productive citizens in the community.
  
- 2000-01      During the period from August 2000 to August 2001 school year, sixty percent (60%) of the Mentors will work with the TSACS to provide mentorship, guidance and leadership to help them become more productive citizens in the community.
  
- 2001-02      During the period from August 2001 to August 2002 school year, sixty-five percent (65%) of the Mentors will work with the TSACS to provide mentorship, guidance and leadership to help them become more productive citizens in the community.
  
- 2002-03      During the period from August 2002 to August 2003 school year, seventy percent (70%) of the Mentors will work with the TSACS to provide mentorship, guidance and leadership to help them become more productive citizens in the community.

<b>Initiatives/Strategies/Activities</b>	<b>Responsibilities</b>	<b>Resources</b>	<b>Time line</b>	<b>Evaluation</b>	<b>Status</b>
Provide mentoring, leadership and guidance.	Mentors Community Leadership	Transportation to games, parks, movies, church, etc.	Once a month	Change in attitudes	
Develop business partnerships using employees as mentors ( those who qualify to do so )	Director Business partners	Sponsorships	As scheduled through businesses.	Development of programs.	

**TEXAS SERENITY ACADEMY  
OPEN-ENROLLMENT CHARTER APPLICATION**

The following is an outline detailing the proposed budget:

**I. Net Assets at beginning of year--**

- A. Academy assets comprise of instructional material, computers, furnishings, and cash totaling about \$100,000.

**II. Estimated Revenues--**

- A. ADA is based on an estimated student population of 100 youth. Since students attending the Academy reside on the 14 acre site, there is no cost incurred in their transportation to and from school. Costs are incurred for field trips, trips to the public library, etc. Contract for these services with TSWRTC. Start-up money comes from TEA funding, \$15-\$25,000.
- B. Title 1 funding is based upon \$250 per qualifying student. The meal allocation is based upon a reimbursement for each student in the federal lunch and breakfast program of @ \$2.85 per day. The Special Education and LEP money is funding for those students that carry one or both of those labels.
- C. Texas Serenity Academy will conduct fund raising events, and solicit business partners during the year to acquire money for field trips and special events during the school year. These fund raising events will include, but are limited to, corporate sponsorships, foundation grants, government grants, and student fund raisers. There are no estimates as to how much might be raised since this will be the first year, but hopes are we will raise more than \$1000 per student, or \$100,000, through Business and Community partners.

**III. Estimated Expenses--**

- A. In school year 1998-99, Texas Serenity Academy will employ five teachers, School Director, one ADA clerk/sec., two teacher's aides, and one G.E.D. instructor. Texas Serenity Academy will base salaries on Conroe I.S.D. salary scale. Texas Serenity Academy will also pay up to 100% of full-time employees medical insurance premiums, our the standard paid by CISD.
- B. Texas Serenity Academy will contract with Texas Serenity White House RTC to employ it's vans or buses when needed for field trips and outings at @ \$1.25 per mile.
- C. Texas Serenity Academy will also contract with Texas Serenity White House RTC to lease usage of building for classroom and office space as well as gym equipment.

**ATTACHMENT  
TEXAS SERENITY ACADEMY  
FY98-99  
Budget**

<u>Description</u>	<u>Object Code</u>		<u>Total</u>
Net Assets at Beginning of Year		<u>\$50,000</u>	
Estimated Revenues:			
Local Sources		<u>\$ 0</u>	
State Sources @ \$4200/per		<u>\$420,000</u>	
Federal Sources		<u>\$ 0</u>	
Other Sources		<u>\$ 100,000</u>	
Total Estimated Revenues			<u>\$ 520,000</u>
Estimated Expenses:			
Payroll Costs	6100	<u>\$ 231,000</u>	
Professional and Contracted Services	6200	<u>\$ 76,000</u>	
Supplies and Materials	6300	<u>\$ 65,600</u>	
Other Operating Supplies	6400	<u>\$ 132,350</u>	
Debt Expense	6500	<u>\$ 23,000</u>	
Total Estimated Expenses			<u>\$ 527,950</u>
Gains	7950	<u>\$ 0</u>	
Losses	8950	<u>\$ 7,950</u>	
Change in Net Assets			<u>\$ - 7,950</u>
Net Assets at End of Year			<u>\$ - 7,950</u>

**ATTACHMENT**

**TEXAS SERENITY ACADEMY  
Budget Time line  
Due Dates by Year 1999**

<b>April 1</b>	<b>May 1</b>	<b>July 1</b>	<b>August 1</b>	<b>September 1</b>
SDMC and Faculty submit Budget Worksheets to Director	SDMC & Faculty submit budget to Director	Finance Committee Review	Board of Directors Approval	Beginning of School Year

**TEXAS SERENITY ACADEMY**  
**FY98-99**  
**Budget**

<u>Description</u>	<u>Function Code</u>	<u>Object Code</u>	<u>Total</u>
Expenses			
Instruction:	11		
Payroll Costs		6100	\$ 207,000
Professional and Contracted Services		6200	\$ 0
Supplies and Materials		6300	\$ 4,000
Other Operating Supplies		6400	\$ 82,000
Debt Expense		6500	\$ 0
Total Instructions			<u>\$ 293,000</u>
Instructional Resources and Media Services:	12		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	\$ 10,000
Supplies and Materials		6300	\$ 40,000
Other Operating Supplies		6400	
Debt Expense		6500	
Total Instructional Resources and Media Services			<u>\$ 50,000</u>
Curriculum Development and Instructional Staff Development:	13		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	\$ 4,000
Supplies and Materials		6300	\$ 2,000
Other Operating Supplies		6400	\$ 3,000
Debt Expense		6500	\$ 0
Total Curriculum Development and Instructional Staff Development			<u>\$ 9,000</u>
Instructional Leadership:			
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Supplies		6400	
Debt Expense		6500	
Total Instructional Leadership			<u>\$ 0</u>
School Leadership:	23		
Payroll Costs		6100	\$ 60,000
Professional and Contracted Services		6200	\$ 3,000
Supplies and Materials		6300	\$ 3,000
Other Operating Supplies		6400	\$ 5,600
Debt Expense		6500	
Total School Leadership			<u>\$ 71,000</u>

**TEXAS SERENITY ACADEMY**  
**FY98-99**  
**Budget**

<u>Description</u>	<u>Function Code</u>	<u>Object Code</u>	<u>Total</u>
Guidance, Counseling and Evaluation Services:	31		
Payroll Costs		6100	<u>\$ 0</u>
Professional and Contracted Services		6200	<u>\$ 3,096</u>
Supplies and Materials		6300	<u>\$ 0</u>
Other Operating Supplies		6400	<u>\$ 0</u>
Debt Expense		6500	<u>\$ 0</u>
Total Guidance, Counseling and Evaluation Services			<u>\$ 3,096</u>
Social Work Services (Optional)	32		
Payroll Costs		6100	<u>\$ 0</u>
Professional and Contracted Services		6200	<u>          </u>
Supplies and Materials		6300	<u>          </u>
Other Operating Supplies		6400	<u>          </u>
Debt Expense		6500	<u>          </u>
Total Social Work Services			<u>\$ 0</u>
Health Services:	33		
Payroll Costs		6100	<u>\$ 0</u>
Professional and Contracted Services		6200	<u>          </u>
Supplies and Materials		6300	<u>          </u>
Other Operating Supplies		6400	<u>          </u>
Debt Expense		6500	<u>          </u>
Total Health Services			<u>\$ 0</u>
Student Transportation: (Optional)	34		
Payroll Costs		6100	<u>\$ 0</u>
Professional and Contracted Services		6200	<u>\$ 1.25/mile</u>
Supplies and Materials		6300	<u>          </u>
Other Operating Supplies		6400	<u>          </u>
Debt Expense		6500	<u>          </u>
Total Student Transportation			<u>\$ 1.25/mile</u>
Food Services: (Optional)	35		
Payroll Costs		6100	<u>\$ 0</u>
Professional and Contracted Services		6200	<u>\$ 2.45/per</u>
Supplies and Materials		6300	<u>          </u>
Other Operating Supplies		6400	<u>          </u>
Debt Expense		6500	<u>          </u>
Total Food Services			<u>\$ 245/ daily</u>

FY98-99  
Budget

<u>Description</u>	<u>Function Code</u>	<u>Object Code</u>	<u>Total</u>
Co-curricular/Extracurricular Activities: (Optional)	36		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Co-curricular/Extracurricular Activities			\$ 0
 General Administration:	 41		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	\$ 31,854
Supplies and Materials		6300	\$ 20,000
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total General Administration			\$ 51,854
 Plant Maintenance and Operations	 51		
Payroll Costs		6100	\$ 23,000
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Plant Maintenance and Operations			\$ 23,000
 Security and Monitoring Services: (Optional)	 52		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Security and Monitoring Services			\$ 0
 Data Processing Services:	 53		
Payroll Costs		6100	\$24,000
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	\$ 3,000
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Data Processing Services			\$ 27,000

**TEXAS SERENITY ACADEMY**  
**FY98-99**  
**Budget**

<u>Description</u>	<u>Function Code</u>	<u>Object Code</u>	<u>Total</u>
Community Services: (Optional)	61		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Community Services			\$ 0
Fund Raising: (Optional)	81		
Payroll Costs		6100	\$ 0
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Supplies		6400	_____
Debt Expense		6500	_____
Total Fund Raising			\$ 0
TOTAL EXPENSES (All Functions)			<u>\$ 527,950</u>

## CHARTER SCHOOL BUDGET JUSTIFICATION BY CATEGORY

### EXPENSES

#### Instruction

Payroll Costs:	3.0 FTE Teachers x \$28,000	=	\$84,000
	1.0 FTE Special Ed. Teacher x \$33,000	=	\$33,000
	2.0 FTE Teacher's Aide x \$16,000	=	\$32,000
	1.0 FTE LEP Teacher x \$28,000	=	\$28,000
	1.0 FTE GED Teacher x \$30,000	=	\$30,000
Supplies and Materials:	Chairs, Desk, Blackboards, Computer, Educational Software	=	\$70,000
	Paper/notebooks/writing materials @ \$500 per semester x 2 semesters x 100	=	\$10,000

#### Instructional Resources and Media Services

Professional and Contracted services:	=	\$16,000
Supplies and materials: VCR, Monitor, Cart, Overhead Projector, Video Camera	=	\$5,600

#### Curriculum Development and Instructional Staff Development:

Professional and Contracted Services: Consultant for curriculum development		
Supplies and Materials		
Other Operating Costs: Staff conference fees and travel	( included in technology )	

#### Instructional Leadership

Supplies and Materials: Computer for business use, supplies	
Other Operating Costs: Conference fees and travel	

#### School Leadership:

Payroll Costs:	1.0 FTE Director @ \$60,000 + Benefits
Other Operating Costs:	Computer for business use, Conference fees and travel

**Guidance Counseling and Evaluation Services:**

Payroll Costs :

Professional and Contracted Services: Educational Diagnostician reimbursed at \$200 per battery X 50 batteries

Supplies and Materials: Testing supplies and office supplies

**Social Work Services:** Donated by the Residential Treatment Programs

**Health Services:** Donated by the Residential Treatment Programs

**Student Transportation:**

Other Operating Costs: Maintenance and repair and fuel = \$1.25/mile

**General Administration:**

Payroll Costs:

Professional and Contracted Services: Pro-rata share of annual audit cost

**Plant Maintenance and Operations:**

Professional and Contracted Services: Remodeling of classroom Area, upgrading climate control system. (Planning Grant Start-up Funds)

Other Operating Costs: Utilities and telephone = \$23,000

**Data Processing Services:**

Professional and Contracted Services: PEIMS Contract for data entry (36 weeks X \$86)

Supplies and Materials: PEIMS Software ( technology cost )

**APPENDIX I**

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

**APPENDIX II**  
**Statement of Impact**

## **Appendix IV**

### **Open Enrollment Charter School Facilities Letter of Intent**

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

**LESSOR ( OWNER ):                    TEXAS SERENITY WHITEHOUSE**

**LESSEE ( TENANT ):                    TEXAS SERENITY ACADEMY CHARTER SCHOOL**

**USE:                                        CHARTER SCHOOL**

**PREMISES:                                3202 N. FRAZIER, CONROE, TEXAS, 77301  
address**

**3200 square feet of space ( currently )  
square footage**

**TERMS of LEASE:                        20 year lease, renewable at the end of 20 years**

**RENTAL AMOUNT:                        \$ 11,200 MONTHLY ( WITH IMPROVEMENTS )**

**CONTINGENCY:                            The terms of this letter of intent are contingent upon  
TEXAS SERENITY ACADEMY CHARTER SCHOOL  
( sponsoring entity ) receiving a charter to operate an  
open-enrollment charter school from the State Board of  
Education by September, 1998.**

**LESSEE:**

*Texas Serenity Academy*  
**BY:** *[Signature]*

**DATE:** *7/1/98*

**LESSOR:**

*Texas Serenity Whitehouse*  
**BY** *[Signature]*

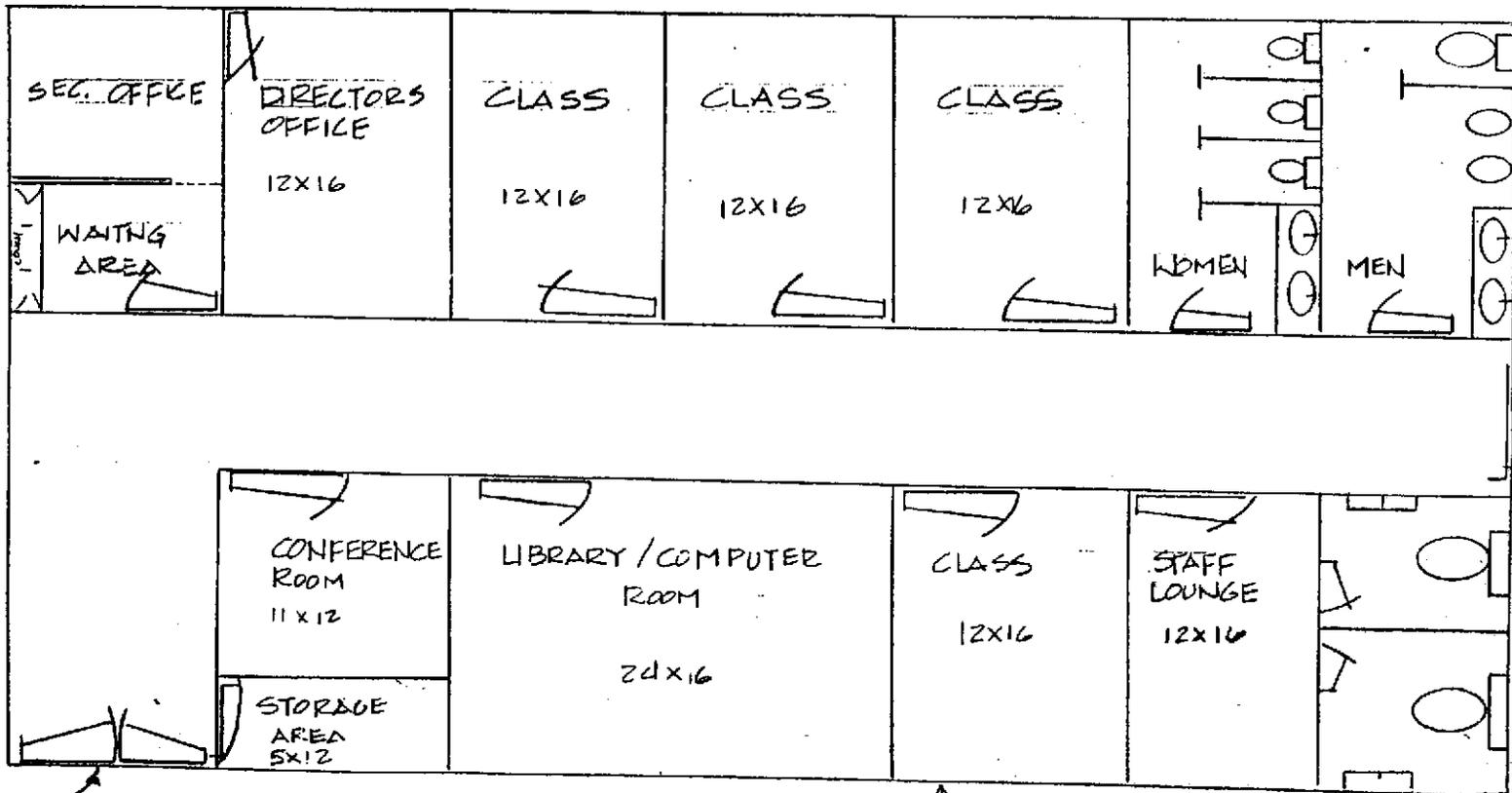
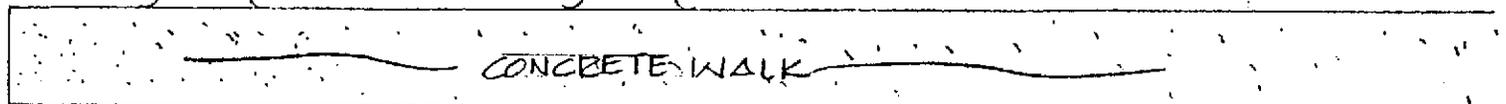
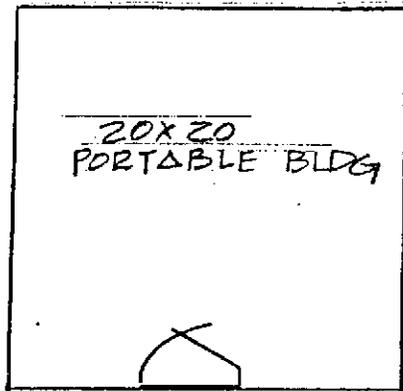
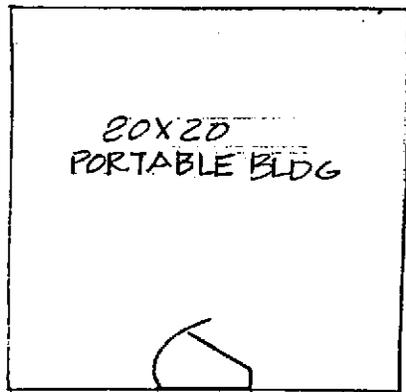
**DATE:** *7/1/98*

**APPENDIX V**  
**MAP OF AREA**

**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](mailto:accred@tea.state.tx.us) to schedule an appointment.**



EXISTING  
DOUBLE DOORS

An arrow points from this text to a set of double doors on the left wall of the main building floor plan.

**APPENDIX VI**

**Certification of Insurance**

Certificate COP 000473  
Renewal of \_\_\_\_\_

# Certificate of Insurance

effectuated through  
P.O. Box 743276 Dallas, Texas 75374-3276 1-800-627-0303 214-669-1188  
Fax# 214-437-1115

CERTAIN UNDERWRITERS OF LLOYDS, LONDON  
"GRANTED UNDER AUTHORITY REFERENCE# 6929/1998"

THIS CERTIFICATE CONTAINS EXCLUSIONS WHICH MAY LIMIT YOUR COVERAGE  
PLEASE READ CAREFULLY

ASSURED: CONTINUUM HEALTHCARE SYSTEM INC AGENT: CHUCKRAN MARK INS. AGY., INC  
ADDRESS: 260 N SAM HOUSTON PKWY #325 HOUSTON, TX 77060 ADDRESS: 12142 A GREENSPOINT DRIVE HOUSTON, TX 77060  
PERIOD OF INSURANCE: FROM: 01/16/98 TO: 01/16/99  
Both days at 12:01 am Local Standard Time at the address of the Assured.

COVERAGE: Commercial Property Coverage - Sec Coverage Part CP-150(11-85)

MAXIMUM LIMITS:  
US\$ See CP(150(11-85))

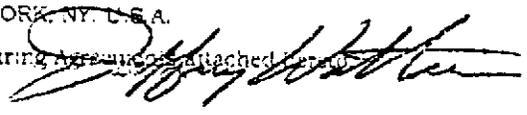
CONDITIONS:  
DEDUCTIBLE US\$ 1000 Each and every loss

This insurance is subject to the following attached documents.  
CP 00 10 10 91 CP 03 90 07 88 CP 01 86 04 86  
CP 02 99 11 85 CP 10 10 10 91 CP 10 54 10 90  
LSW 1001 N. M. A. 1191 N. M. A. 1998  
N. M. A. 466

PREMIUM \$ 4,620.00  
POLICY FEE \$ 100.00  
INSPECTION FEE \$ 70.00  
SURPLUS LINES TAX \$ 232.32  
STAMPING FEE \$ 7.19

TOTAL PREMIUM \$ 5,029.51

SERVICE OF SUIT MAY BE MADE UPON: MENDES AND MOUNT, NEW YORK, NY, U.S.A.  
The coverage granted by this Certificate shall be subject to the specific Insuring Agreements attached hereto.



Dated 01/29/98  
Correspondent:  
TEXAS ALL RISK GENERAL AGENCY  
DALLAS, TEXAS

01/16/98

PRODUCER  
 MARK CHUCKRAN INSURANCE AGY, INC.  
 12142A GREENSPOINT DRIVE  
 HOUSTON TX 77060  
 (281) 872-6868

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A BURLINGTON INS. CO
- COMPANY B
- COMPANY C
- COMPANY D

INSURED  
 CONTINUUM HEALTHCARE SYSTEMS, INC.  
 260 N. SAM HOUSTON PKWY  
 HOUSTON TX 77060

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

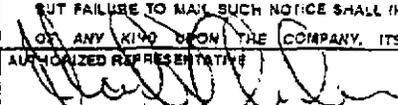
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	PENDING ISSUE	01/16/98	01/16/99	GENERAL AGGREGATE \$2000000 PRODUCTS - COVERED AGG \$1000000 PERSONAL & ADV INJURY \$1000000 EACH OCCURRENCE \$1000000 FIRE DAMAGE (Any one fire) \$50000 MED EXP (Any one person) \$5000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL TERMS  
 LOCATIONS: 3201 NORTH FRAZIER CONROE, TX.  
 3205 NORTH FRAZIER CONROE, TX.

CERTIFICATE HOLDER  
 DALLAS CO. JUVENILE DEPT.  
 2600 LONE STARE DRIVE  
 DALLAS TX 75212

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



059

**APPENDIX VII**

**Accounting Firm Ratification Letter**

**Letter of Support**



July 21, 1998

Texas Education Agency  
Charter School Division

Re: Texas Serenity Academy Charter School

To Whom It May Concern:

This letter shall serve as our formal ratification and verification that we have been engaged as accountants and auditors for the Texas Serenity Academy Charter School. Our engagement will be to provide those accounting and auditing functions requested by the school.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Camp', is written over a horizontal line. The signature is stylized and somewhat illegible.

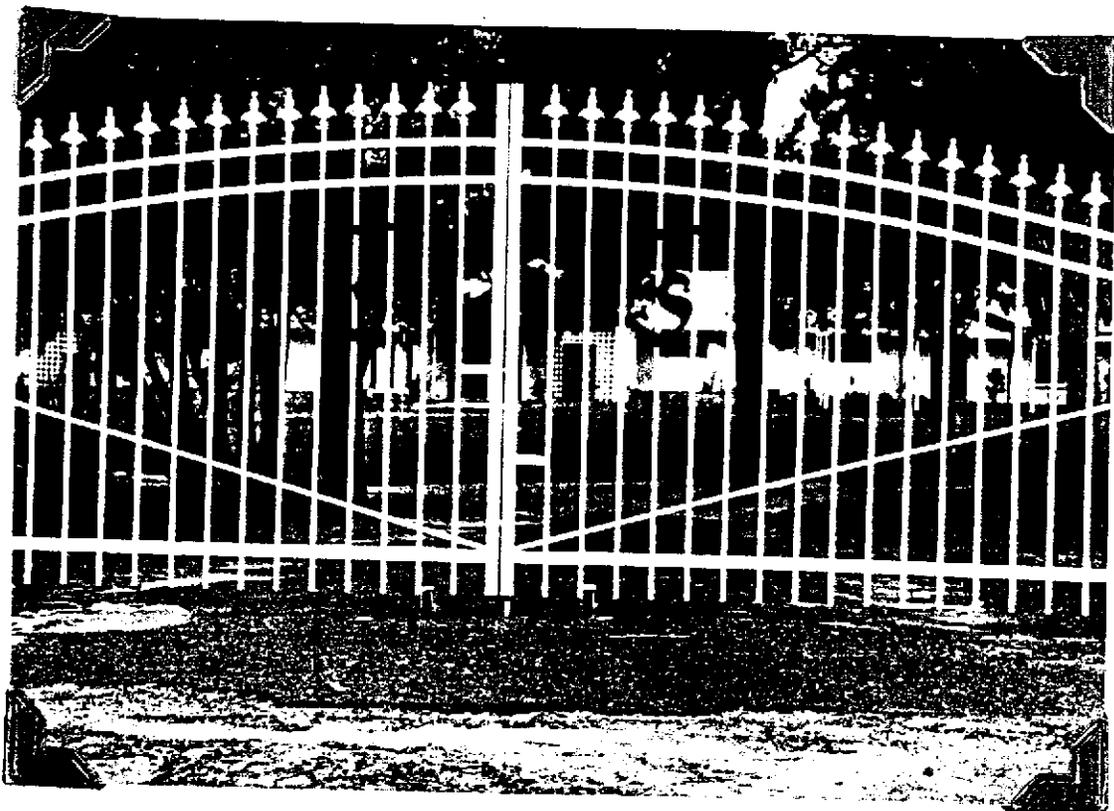
Robert M. Camp, CPA  
Principal

**APPENDIX VIII**

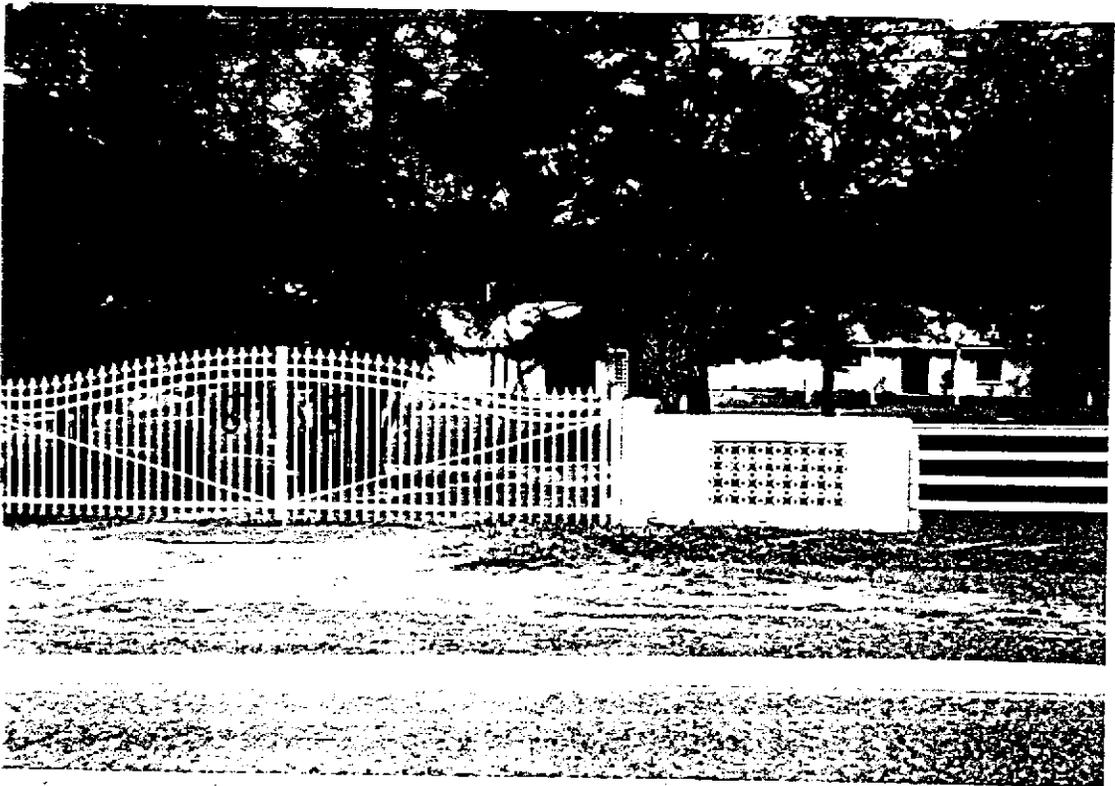
**Life at Texas Serenity Whitehouse RTC**

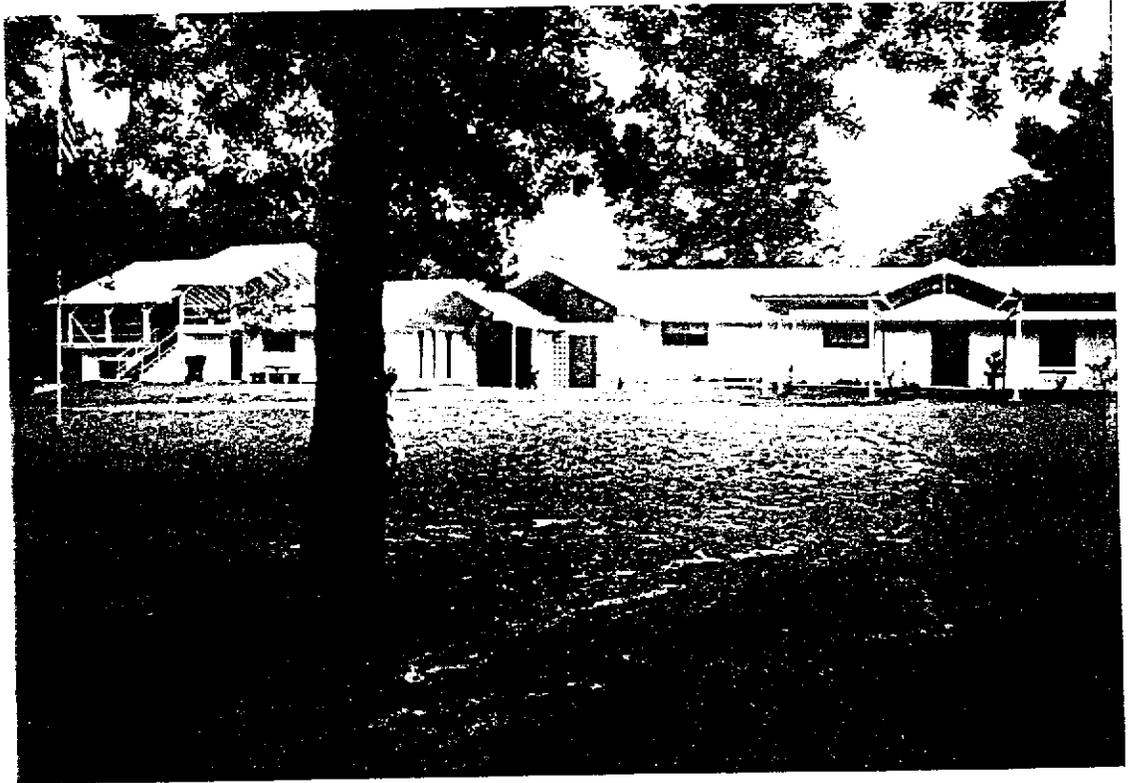
TEXAS SERENITY RTC

“WHITE HOUSE”



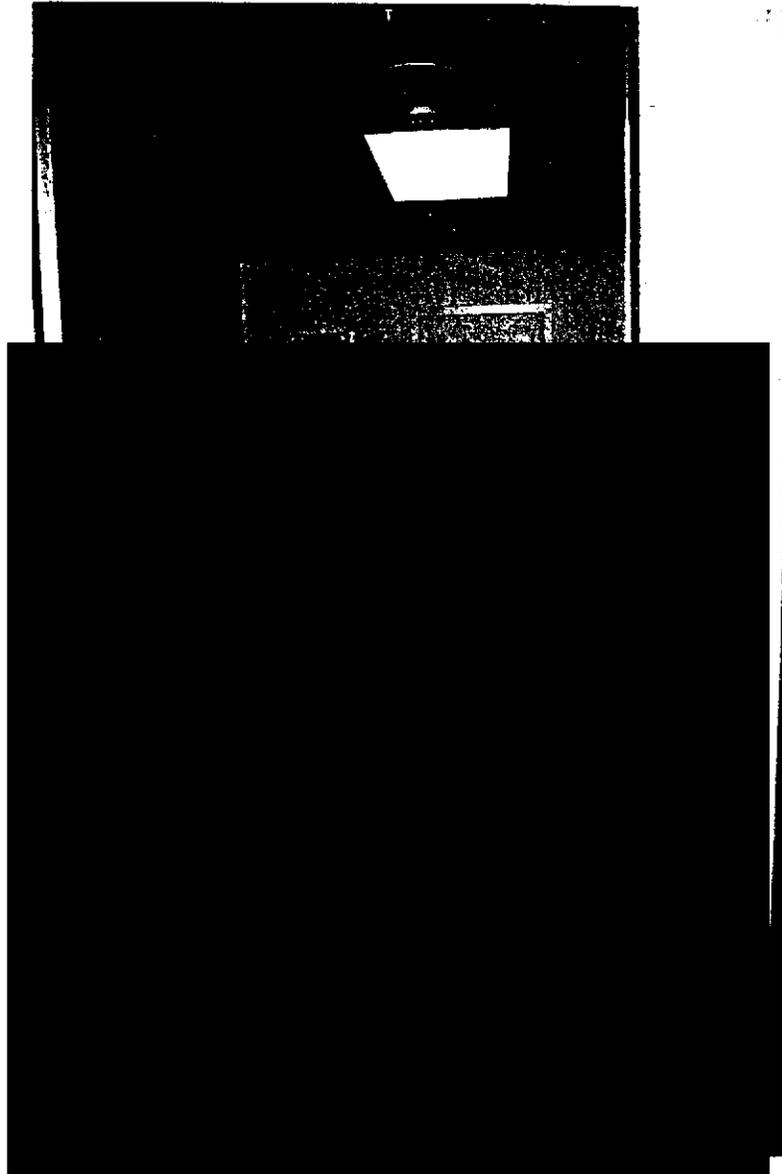
“A Place Where Dreams Are Made”





## Location

Nestled in the comfort and privacy of a spacious 14 acre and 6000 sq. ft. facility is our moderate to long - term drug and alcohol residential treatment center for boys between the ages of 13-17. The White House is a drug and alcohol abuse residential treatment program that offers a safe and structured environment that restores and redirects the lives of youths and fosters wholesome growth.



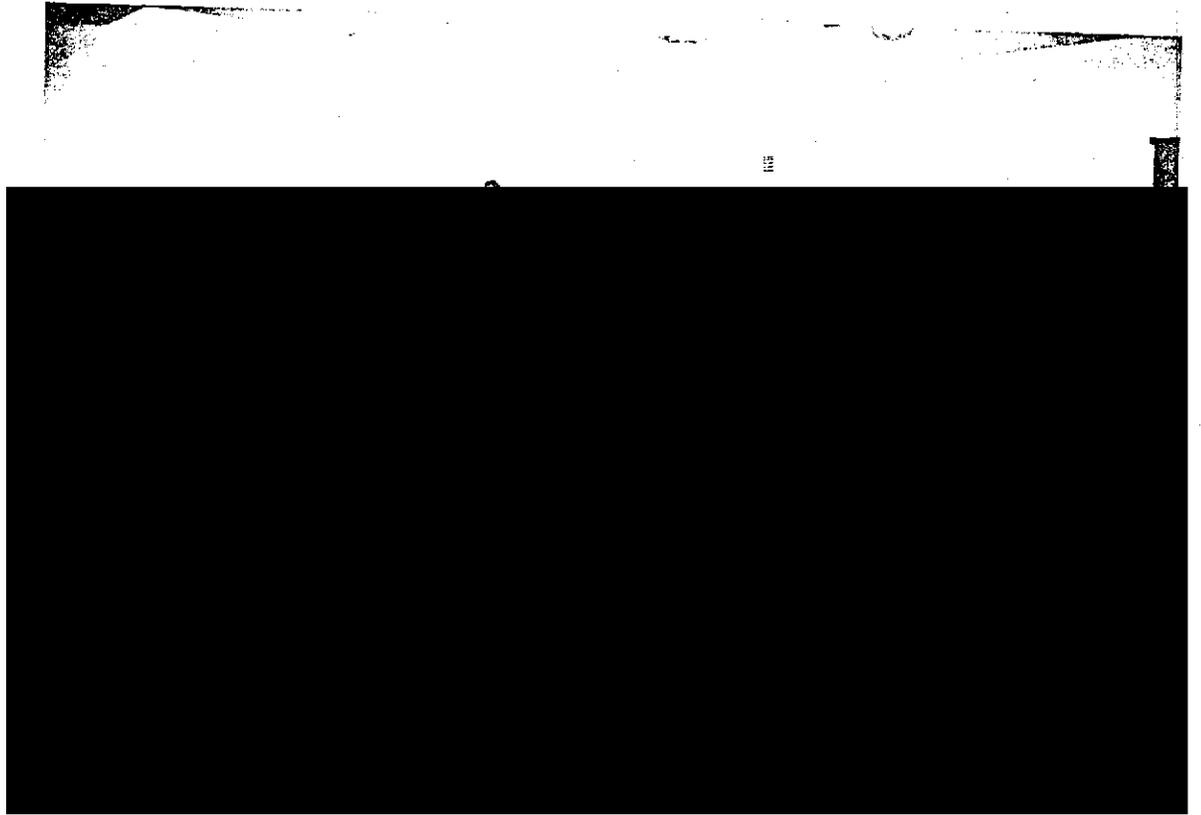
## **Admissions**

**Each client is assessed upon his admission to the program. An individual treatment plan is designed within 30 days of admission to identify strengths, weakness and areas that require improvement. Each health care professional interacts with other members of the Treatment Team in order to establish the most appropriate strategy to meet the emotional, mental, physical and spiritual needs of the client. Weekly progress reports are completed by the Clinical Team and forwarded to the appropriate referral agency.**



## OPERATION MANAGER

Ms. Nicholas is the individual that is responsible for enrolling all residents in school. If any infractions occur at school, she is called. In addition, she orders all food for the cook to prepare. Ms. Nicholas is responsible for all staff schedules, for the health and welfare of all residents, all communications with the Probation Officers, and making sure that the facility is run in the appropriate manner to help the youth that your programs send our programs.



## Program

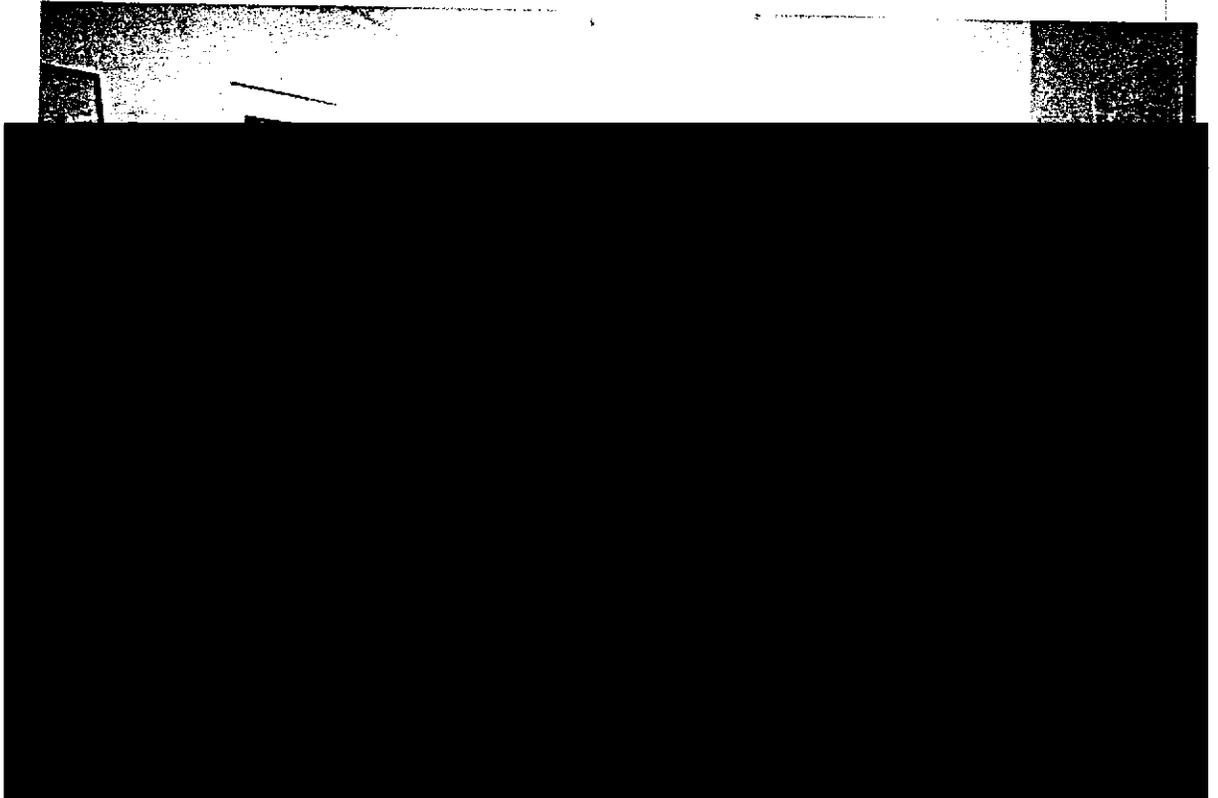
Our clients receive a minimum of one plus hours of individual therapy and ten hours of group therapy each week. In addition, education on drugs and alcohol addiction, problem solving, and family issues are presented each week in a lecture forum. Client recreational therapy includes table games, volleyball, basketball, billiard, softball, fishing, jogging, football and agriculture on a weekly basis. Reuniting the member with their family is our primary goal whenever possible. Family therapy is an essential part of the program with the goal of healing the wounds of members from each family system. Spirituality is a component of our program that helps our clients to reach deep within themselves to find inner strength and to focus on a source of support for recovery.



## LIFE SKILLS

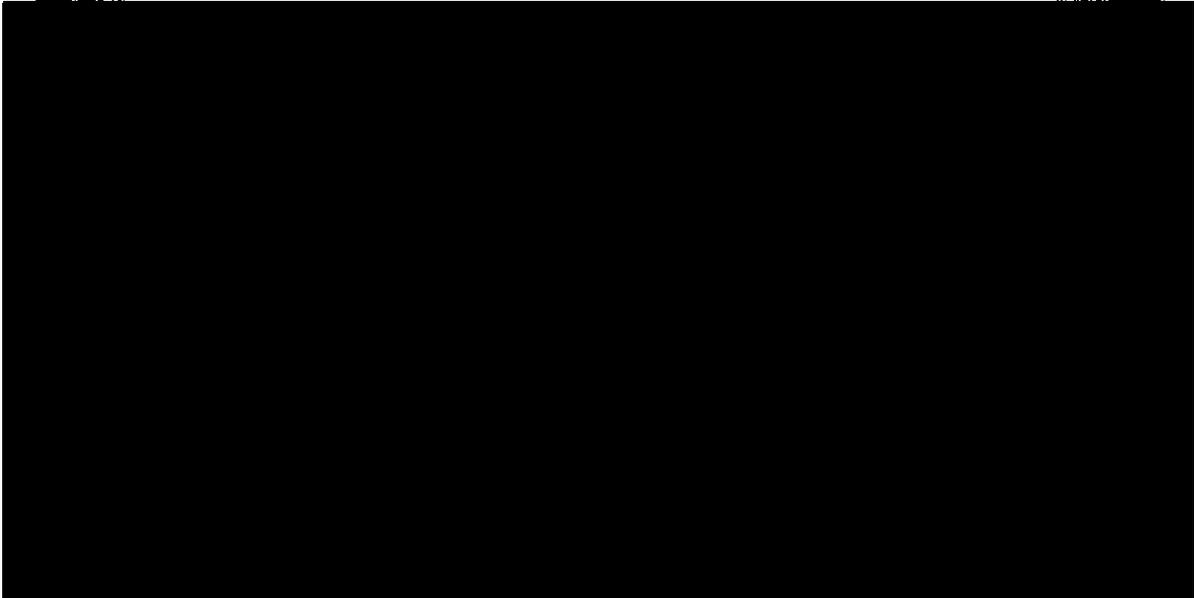
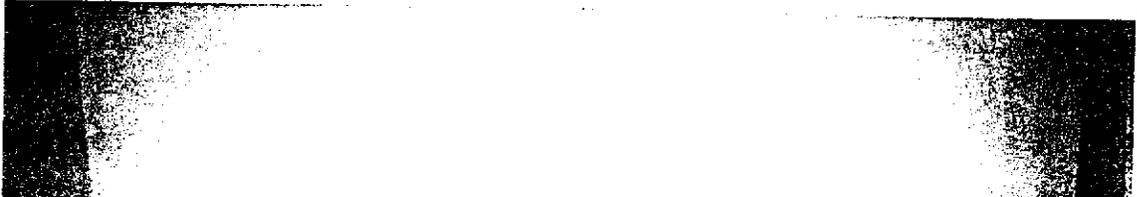
The White House provides a homelike atmosphere with caring adult role models who encourage responsibility, motivation, pride tenacity and integrity. All clients are expected to respect their home and help in the completion of chores to make the household pleasant and effective.

We also offer training in other important life skills such as the work ethic, and personal banking, to include establishing and maintaining savings and checking accounts and effective budgeting techniques.



### FAMILY MEALS

Meals are carefully planned by a staff nutritionalist and prepared by our cook. The meals are served in a family type setting to encourage feelings of unity and togetherness.



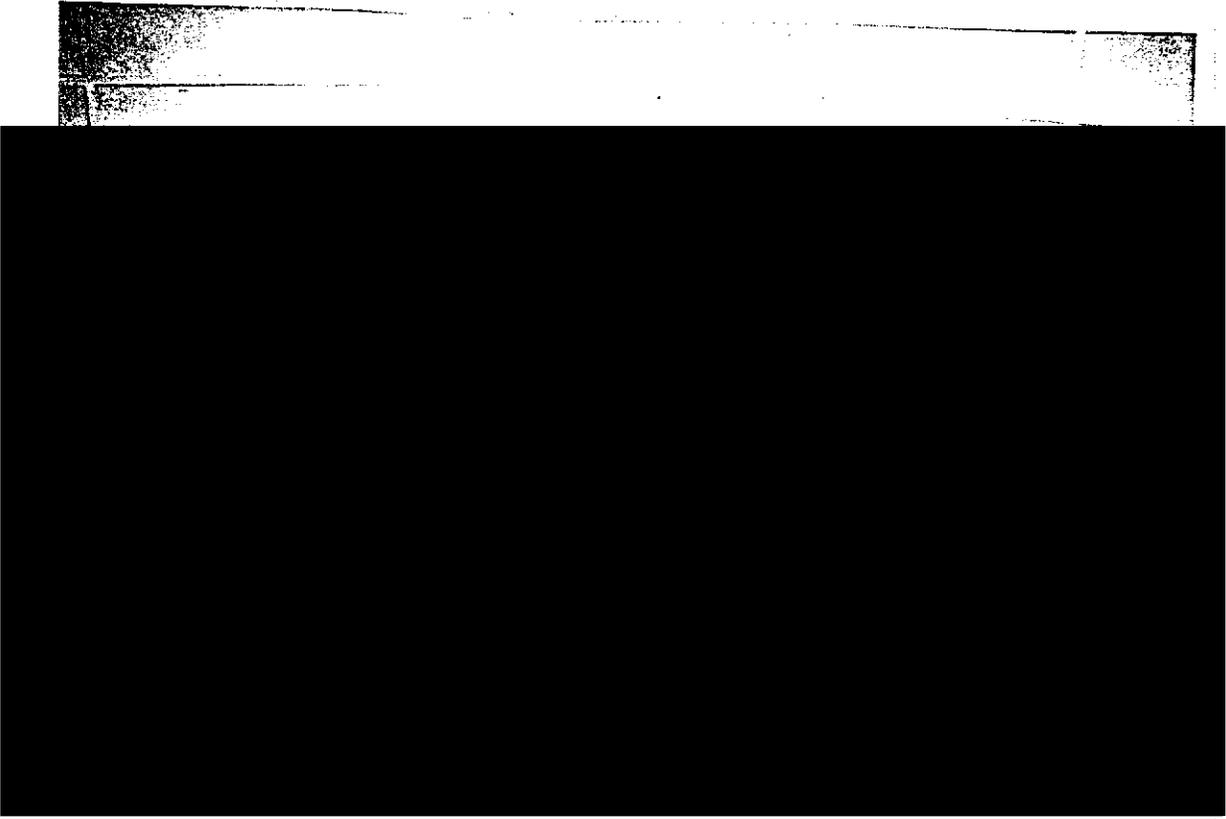
## INDIVIDUAL THERAPY

Individual Therapy is provided to the client at least once a week by licensed professionals. Psychotherapy is the treatment by psychological means of problems of an emotional nature in which a trained person deliberately establishes a professional relationship with the client with the object of removing, modifying or retarding existing symptoms; mediating disturbed patterns of behavior, and promoting positive personality growth and development.



## GROUP THERAPY

Each client attends group counseling sessions three (3) days a week. The key group facilitator is a licensed professional. A co-counselor may be used and is a member of the treatment team. The groups include process and didactic sessions, with individual treatment goals in mind. The purpose of group counseling is to help the client become aware of their disease (chemical dependency) and work toward resolution of issues identified in their treatment plan. It is in this safe and accepting atmosphere of the group that such issues can be explored openly and honestly. By overcoming interaction barriers together, the group develops a cohesiveness. There are many authorities in the treatment field that believe the group process is the most effective way to accomplish cohesion.



## SUPPORT GROUP MEETINGS

Clients find support from other persons in the group. It is a place where you can get feedback on your feelings, thinking, and behavior as you progress in recovery. This also introduces members to future aftercare programs where they can get the support needed to take the necessary action to prevent relapse. With chemical dependency there is a tendency to isolate and during that time of isolation, communication skills are lost. Support groups help to develop communication skills. They provide someone who can point out warning signs that your sobriety program may be in trouble.



## PSYCHODRAMA

Psychodrama is a type of group psychotherapy that differs from traditional group methods in its stress on action rather than description. The insights reached in psychodrama are action-insights derived from the actual experience of living the past, present, or future in dramatic form. Action takes place in the "here-and-now," on a stage, and with the help of a trained director and other members of the group. Catharsis of emotion is achieved through the "her-and-now" experience of this subjective reality. Research has shown psychodrama to be an excellent tool to facilitate the exploration of frustration, depression, anxiety, anger, loneliness, and despair that accompany substance dependence.



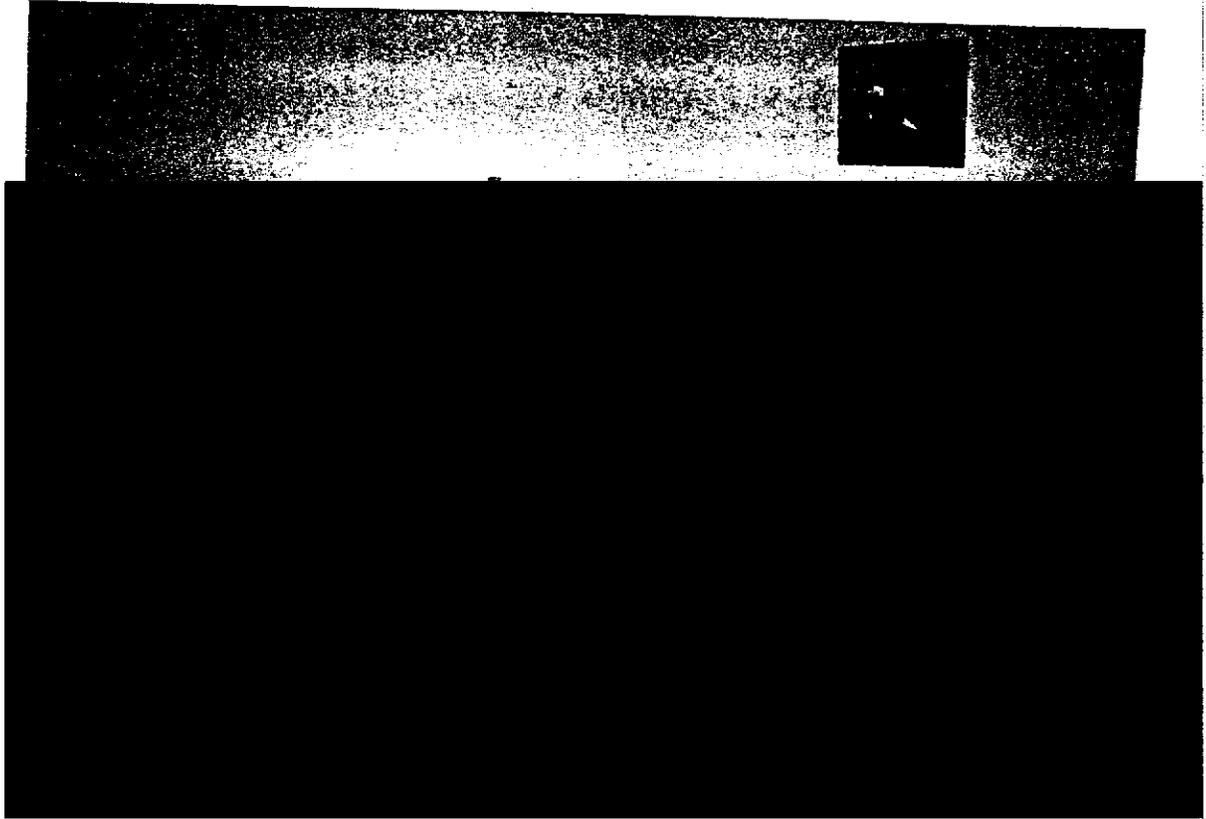
## PROBLEM SOLVING

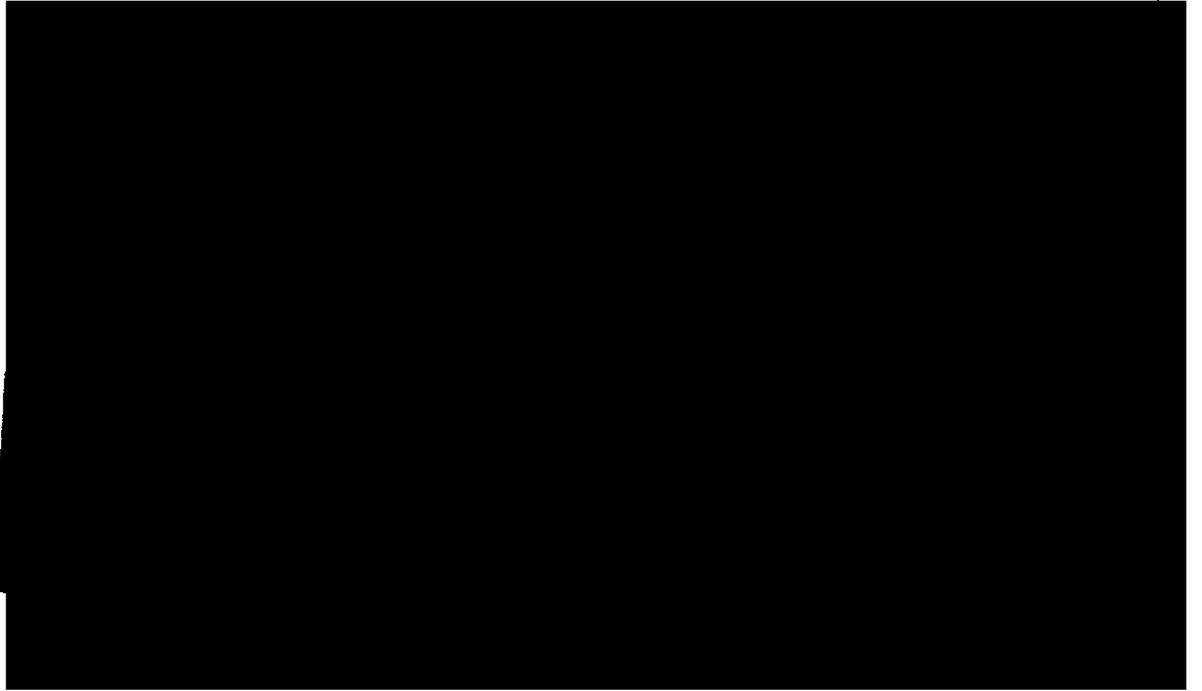
Adolescents at risk present a myriad of problems. Our staff endeavors to create a therapeutic alliance with our youth that builds a trusting relationship. Adolescents in crisis usually feel vulnerable, hopeless, angry, low in self-esteem, and at a loss for how to cope. The professional involved must be prepared to apply skills that are different than those required for preventive or post-intervention counseling. Clients are taught positive problem solving techniques by introducing new perspectives to old problems.

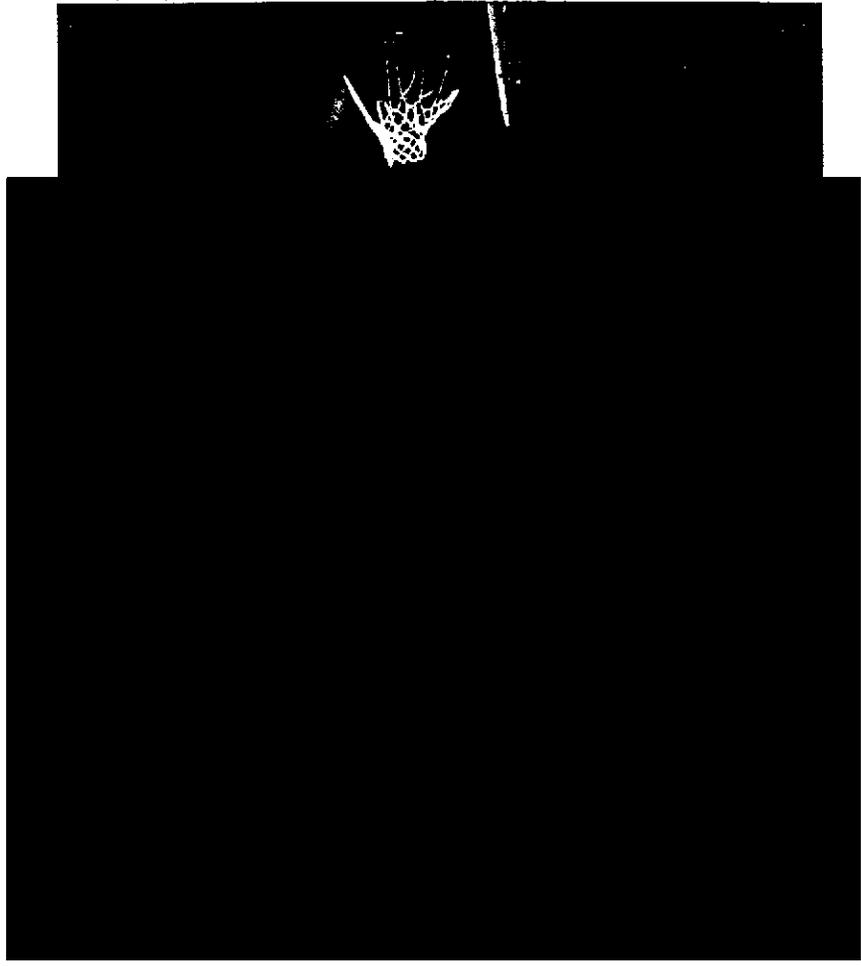


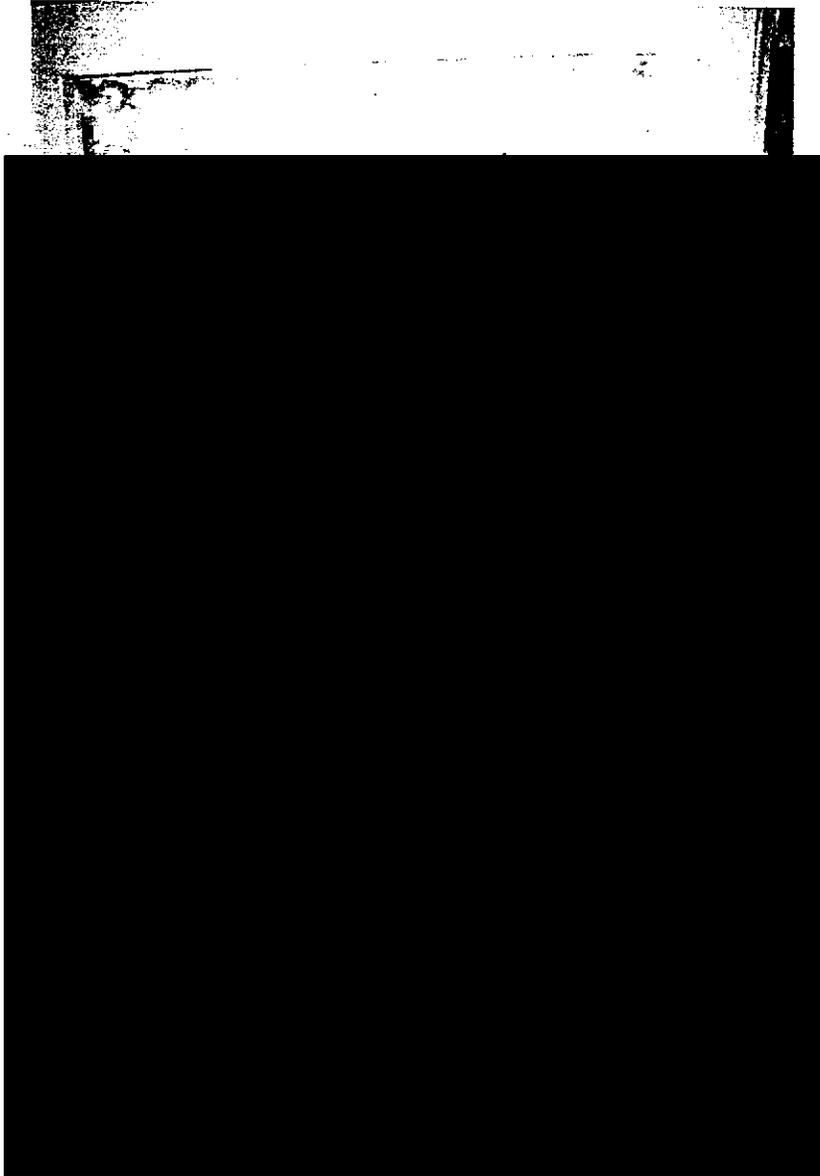
## TUTORIAL

The youth at the White House RTC will attend public school. The Conroe ISD has been cooperative and will provide special education and an Alternative School Program. If clients are successful in the Alternative School Program for 30 - 60 days, they are then processed back into the mainstream public school. The Staff at the White House RTC will stay in close communication with Conroe ISD personnel in order to facilitate a successful educational process for our clients. Tutorial services are offered, in addition, to insure success. An on-campus school is planned for the future.



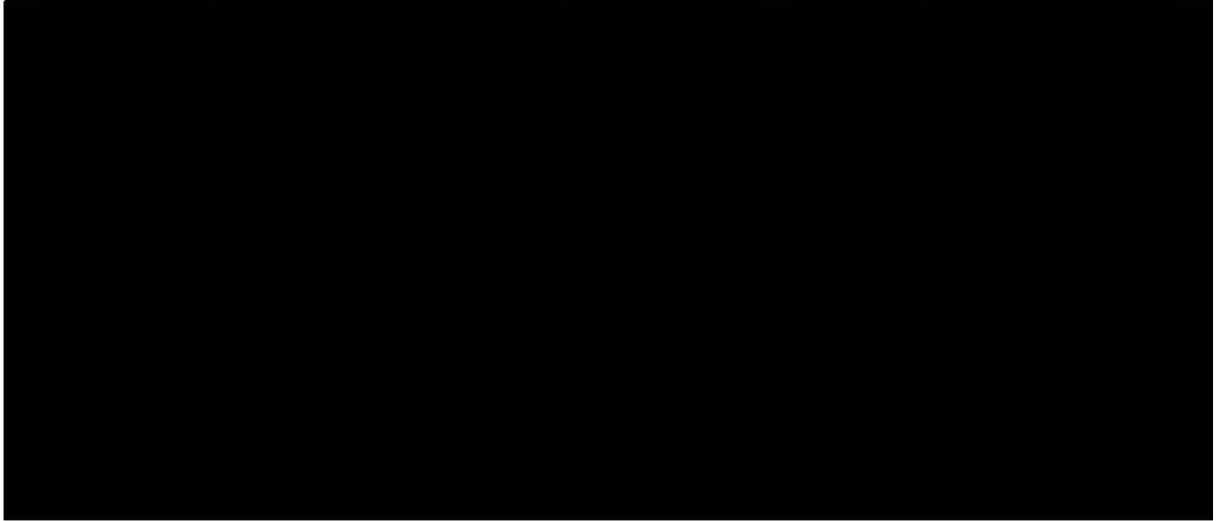












**APPENDIX IX**

**The Texas Serenity Family**

**Houston, Texas**  
Texas Serenity Community Living  
2424 Southmore  
Houston, Texas 77004  
Tele: 281-260-0799 Fax: 281-260-0987  
Texas Serenity Greenspoint  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele: 281-873-2344 Fax: 888-889-8299

**Corpus Christi, Texas**  
Texas Serenity Bayshore  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

**Conroe, Texas**  
Texas Serenity Counseling  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2131 Fax: 409-788-2126

South Main Medical Clinic  
240 South Main  
Conroe, Texas 77301  
409-788-2100

**Texas Serenity White House**  
**Adolescent**  
**Residential Treatment Facility**  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196 Fax: 409-441-2195

**Dallas, Texas**  
Texas Serenity Metroplex  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

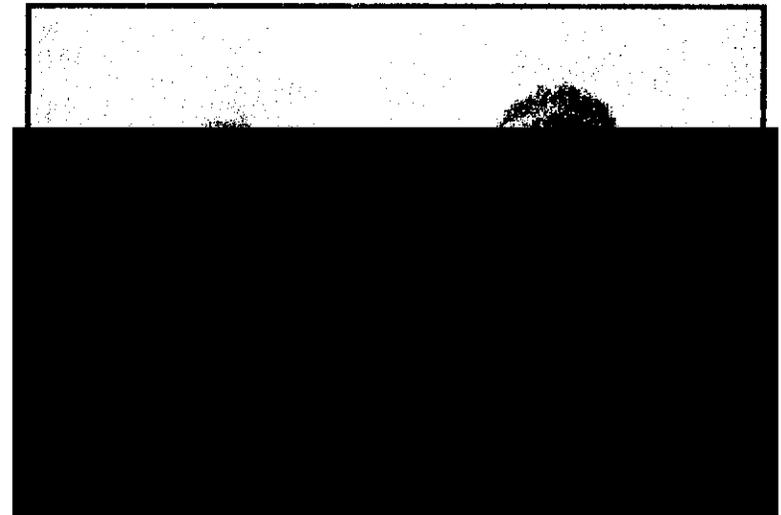
# Texas Serenity

## White House

---

### Adolescent Residential Treatment Center

---



3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196 Fax: 409-441-2195

---

 **Continuum**  
Healthcare System, Inc.

## Adolescent Substance Abuse , Chemical Dependency, and Level IV & V Behavioral Treatment Facility For Boys 13 -17

### **T**he Program

The Adolescent program at the Texas Serenity Residential White House is a treatment program that offers a safe and structured environment that restores and redirects the lives of youths and fosters wholesome growth.

We are a moderate to long-term drug and alcohol residential treatment center for boys between the ages of 13 – 17. The White House is nested on a quiet 14 acre campus and has a 6,000 square foot building in which we house and hold group and individual counseling sessions.

We are located in Conroe, Texas ½ mile north of Loop 336 on Hwy 75. From this strategic location we are able to serve the Greater Houston Metropolitan Area and the surrounding counties. We provide land or air transportation to and from our facility, and as a result are capable of rendering service to the entire state of Texas.

### **T**he Plan

Each client is assessed upon his admission to the program and an individual treatment plan is designed for each child based on age, history, developmental stage, level of functioning, and treatment needs. Each health care professional interacts with other members of the Treatment Team in order to establish the most appropriate strategy to meet the emotional, mental, and spiritual needs of the client.

### **T**he Process

The carefully nurtured relationships between the staff and the client assist the change of problem family or social relationships, attitudes, and behaviors. The interdisciplinary treatment team is composed of the supervising Psychiatrist, the clinical psychologist, the therapist, licensed chemical dependency counselors, specialized mental health workers, and nursing staff.

A very important part of recovery is a tranquil and peaceful environment. We believe that our campus is a very important facet in the process of helping our troubled youth. When this peaceful and tranquil atmosphere is combined with a staff that is caring, credential, honest, and trustworthy, a child begins to become motivated to be the best they can be.

### **M**erit System

As the clients go through our program, they will be participating in the merit / level system. This system was designed to ensure a measurable, fair, and consistent method to document progress shown throughout each treatment phase. The merit system is the method we have designed to monitor and reward appropriate therapeutic behavior. Our system goes from merit level 1 to 5 and changes based on expectations of household duties and appointed responsibilities. Each level has a set of restrictions and privileges and are reviewed on a weekly basis.

Does your child need help,  
Call for information.  
We do accept private insurance

**Houston, Texas**  
Texas Serenity Community Living  
2424 Southmore  
Houston, Texas 77004  
Tele:281-260-0799 Fax:281-260-0987

**Texas Serenity Greenspoint**  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele:281-873-2344 Fax:888-889-8299

**Corpus Christi, Texas**  
Texas Serenity Bayshore  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

**Conroe, Texas**  
Texas Serenity Counseling  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2131 Fax: 409-788-2126

**South Main Medical Clinic**  
240 South Main  
Conroe, Texas 77301  
409-788-2100

**Texas Serenity White House**  
Adolescent  
Residential Treatment Facility  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196 Fax: 409-441-2195

**Dallas, Texas**  
Texas Serenity Metroplex  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

# Texas Serenity Counseling Services

---

## SUBSTANCE ABUSE

---



---

**Houston**  
281-875-2344  
**Dallas**  
214-350-6560  
**Corpus Christi**  
512-814-0400  
**Conroe**  
409-788-2131

**Texas Serenity Counseling Services** believes that we must be flexible and innovative in order to meet the challenge of an ever changing society. Our nation's number one health problem is mental illness and addiction. By meeting the real needs of the victims of this disease, relapse rates can be reduced.

**Follow-up** is the weakest link in treatment. An adequate program should continue to support a discharged client for at least 2 years. Because of this, all discharges are referred to Texas Serenity Outpatient Centers and into an aftercare program.

Studies have shown that while 50% of the clients who have had one year follow-up will remain abstinent beyond 5 years, an additional year of follow-up can increase these abstinence rates to 80%.



**Quality** of sobriety and abstinence is rooted in physical, mental, and spiritual wellness. Quality treatment must address all three of these facets of human existence.

Our overall treatment concept takes into consideration the fundamental aspects of all biological, psychological, and social treatment models.

Our model addresses the overall needs of each client - setting a course toward an enduring quantity of quality abstinence and sobriety.

Honesty and responsibility are keys to client's discovery of their emotional deficiencies and develop the capacity for growth, and self-awareness.

**A** trained counselor or licensed therapist will perform a complete assessment of to determine each client's needs. Chemically Dependent clients will receive the following:



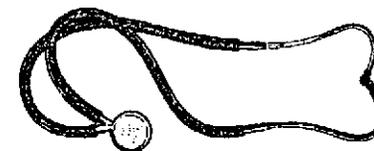
**Intensive outpatient**

- Substance Abuse Assessment
- Drug/Alcohol Education
- Group Therapy
- Individual Therapy
- Family Therapy
- Gender Groups
- Problem Resolution Group
- Life Skills Groups
- Case Management

**Supportive outpatient**

- Group Therapy
- Family Therapy
- Drug and Alcohol Education
- Individual Therapy

**F**or an additional fee Professional Psychiatric services are available for medication intervention and/or other medical necessities.



**Houston, Texas**  
Texas Serenity Community Living  
2424 Southmore  
Houston, Texas 77004  
Tele: 281-260-0799 Fax: 281-260-0987  
**Texas Serenity Greenspoint**  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele: 281-873-2344 Fax: 888-889-8299

**Corpus Christi, Texas**  
Texas Serenity Bayshore  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

**Conroe, Texas**  
Texas Serenity Counseling  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2131 Fax: 409-788-2126

**South Main Medical Clinic**  
240 South Main  
Conroe, Texas 77301  
409-788-2100

**Texas Serenity White House**  
Adolescent  
Residential Treatment Facility  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2197 Fax: 409-441-2185

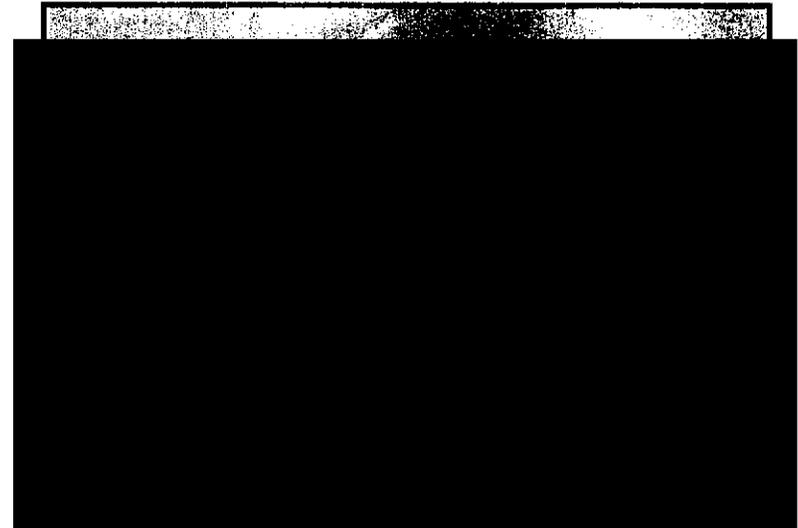
**Dallas, Texas**  
Texas Serenity Metroplex  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

# Texas Serenity CMHC

---

**Rehabilitation  
Partial Day Hospital**

---



---

**Houston**  
281-875-2344  
**Dallas**  
214-350-6560  
**Corpus Christi**  
512-814-0400

---

# Rehabilitation Partial Day Hospital

**Texas Serenity** Partial Day Hospital is dedicated to serving individuals with thought disorders and chemical imbalances, and is staffed by highly trained field specialists, licensed therapists, and dedicated to providing quality treatment planning and assisting the clients in achieving obtainable goals.

**Follow-up** is the weakest link in treatment. An adequate program should continue to support a discharged client for at least 2 years. Because of this, all discharges are referred to Texas Serenity Outpatient Centers and into an Aftercare program.

All clients must be pre-admitted by a physician prior to participation in the Partial Hospital Program. Contact the facility closest to you to assist in any intake inquiries you may have.



The following are brief descriptions of the most common admissions into Texas Serenity Partial Day Hospitalization program:

**Schizophrenia** is one of the most misunderstood illnesses. Each year at least 250,000 people with schizophrenia return to home or community-based care without

ongoing management of this severe mental illness. Our staff uses a step-by-step method for each client in learning to live with schizophrenia by preventing relapses, regulating medications, encouraging established household rules, dealing with depression and anxiety, and planning for the client's future.

**Bipolar Disorder** with mania is just one of the extreme mood swings of bipolar disorder, formerly known as manic-depressive illness. Our staff understands the stages of mania and uses communication techniques to deal with the often devastating interpersonal dynamics that occur as a result of mania. The modalities include regulating medications, addressing personal & social stigma, heredity, and acceptance.

**Borderline Personality** is treated using Dialectical Behavior Therapy (DBT), a clinically proven treatment, applied by the continual effort of the treatment staff on using active problem solving to balance the client's need to validate current emotional, cognitive, and behavioral response. Treatment includes increasing behavioral skills, self-respect, and achievement of individual goals.

**Dual Diagnosis** are clients who have both a serious mental illnesses and chemical dependency. Our facilities separate the clients in some modalities to insure that those with substance abuse issues can develop relapse prevention skills. All of our partial day hospitalization programs are TCADA licensed and approved.



**Houston, Texas**  
Texas Serenity Community Living  
2424 Southmore  
Houston, Texas 77004  
Tele:281-260-0799 Fax:281-260-0987

Texas Serenity Greenspoint  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele:281-873-2344 Fax:888-889-8299

**Corpus Christi, Texas**  
Texas Serenity Bayshore  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

**Conroe, Texas**  
Texas Serenity Counseling  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2131 Fax: 409-788-2126

South Main Medical Clinic  
240 South Main  
Conroe, Texas 77301  
409-788-2100

Texas Serenity White House  
Adolescent  
Residential Treatment Facility  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196 Fax: 409-441-2195

**Dallas, Texas**  
Texas Serenity Metroplex  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

# Texas Serenity Community Living

**Residential extension for  
Partial Hospitalization**



2424 Southmore  
Houston, Texas 77004  
Tele:281-260-0799 Fax:281-260-0987

 **Continuum**  
Healthcare System, Inc.

**Many individuals** who have serious, long-lasting mental illness can spend years in and out of psychiatric hospitals. Though many no longer need the intensive care and treatment of a hospital, doctors and families agree that they are not able to live on their own. All too often, institutional care is the only alternative. Many need a transitional phase to live and to work on rebuilding life skills in preparation for moving on to a more independent situation or a less restricted care facility. While some do transition into normal social settings after release from in-patient facilities, many experience adjustment disorders and other temporary disorders associated with their less restricted or unfamiliar environment.

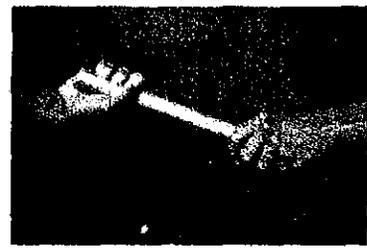


**Texas Serenity** Community Living Program serves as a transitional home for individuals who have the potential to build upon their living skills in order to live a more independent life. By integrating the a supportive housing program with Texas Serenity Partial Hospitalization, the residents have his or her own established program-specific goals. These goals reflect the Texas Serenity overall treatment philosophy, and complement the interactions between programs.

**Each resident** has both a case manager who is part of the residential treatment staff and an individual primary therapist who is on the day treatment staff. This two-member alliance allows the day treatment to focus on the development of life skills and mental illness, while the home is the therapeutic setting on implementing newly developed skills and documenting behaviors that occur outside the hours of treatment.



**After placement** has been determined, a treatment plan is designed and the process of transition begins with its goal of fully preparing everyone. This includes family, doctors, day treatment staff, residential staff, and the insurance carrier. All residents accepted into the residential extension of the partial day hospital program are given a detailed outline of what must be accomplished during the transition and the rules for maintaining in the residential program.



**Counselors** from the day hospital and the residential program also work with the resident to assess his or her needs, such as financial, transportation, personal hygiene, and social skills.

**No resident** pays rent for their duration in the Texas Serenity Community Living. Food and socials are also provided for without direct cost to resident. This allows the resident to reserve usually about three months of their disability funds and allows them an opportunity to become more financially independent. For those who will be transitioned into an approved licensed care facility after discharge, this reserve in funds can assist in allowing the resident to obtain needed personal items that many times are unaffordable.



**Houston, Texas**  
Texas Serenity Community Living  
2424 Southmore  
Houston, Texas 77004  
Tele:281-260-0799 Fax:281-260-0987

Texas Serenity Greenspoint  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele:281-873-2344 Fax:888-889-8299

**Corpus Christi, Texas**  
Texas Serenity Bayshore  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

**Conroe, Texas**  
Texas Serenity Counseling  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2131 Fax: 409-788-2126

South Main Medical Clinic  
240 South Main  
Conroe, Texas 77301  
409-788-2100

Texas Serenity White House  
Adolescent  
Residential Treatment Facility  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196 Fax: 409-441-2195

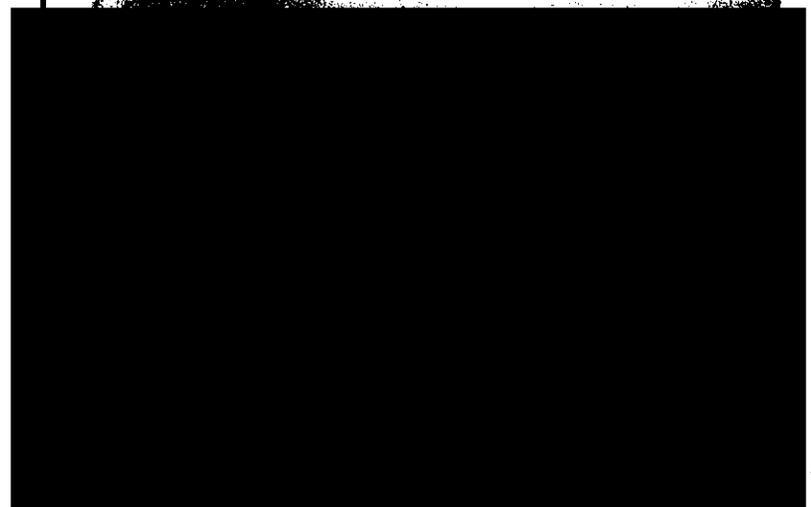
**Dallas, Texas**  
Texas Serenity Metroplex  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

# South Main Medical Clinic

---

**PRIMARY CARE  
PROVIDERS**

---



---

240 South Main  
Conroe, Texas 77301  
409-788-2100

---

 **Continuum**  
Healthcare System, Inc.

## South Main Medical Clinic

### **OUR SERVICES**

Conveniently located in the heart of Conroe, Texas, our remodeled medical facility offers the following services to the community:

### **MEDICAL SERVICES**

- ◆ Regular Checkups
- ◆ Physical examinations for pre-employment & athletics
- ◆ Immunizations
- ◆ Pediatrics (0-15yrs old)
- ◆ Pregnancy testing & counseling
- ◆ Pelvic exams
- ◆ Pap smears

### **EYE SERVICES**

- ◆ Regular eye exams
- ◆ Corrective exams
- ◆ Removal of foreign objects.

### **MENTAL HEALTH SERVICES**

- ◆ Drug & alcohol treatment
- ◆ Psychiatric evaluations
- ◆ Medication management
- ◆ Sexual abuse issues
- ◆ Adolescent behavioral problems
- ◆ Family counseling

We understand that you have a busy schedule and that time is important to you, so we offer you the convenience of having all of your primary medical needs cared for in one location.

Our mental health team works in coordination with our medical staff, and through this communications network, we guarantee that you will receive a unique, comprehensive continuum of care.

### **OUR STAFF**

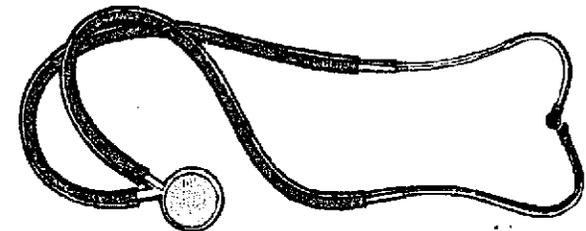
Our treatment team includes a family practice physician, psychiatrist, nurse practitioner ophthalmologist, a licensed professional counselor, and licensed chemical dependency counselors.

### **APPOINTMENTS**

South Main Medical Clinic provides immediate service with little or no waiting time. When we say "You now have a choice", we mean exactly that! No expense has been spared regarding the quality of equipment in our facility. Every effort has been made to ensure that you receive the very best service possible. From the moment you step into our waiting room, our staff has been trained to make you feel at home and to immediately respond to your needs.

### **CHARGES, INSURANCE'S, & PAYMENTS**

At South Main Medical Clinic, we gladly accept Medicaid, Managed Care Medicaid, and Medicare, while we also serve traditionally insured and private pay patients. We will file all insurance claims for our insured patients once coverage has been verified.



# Texas Serenity White House

## Adolescent Residential Treatment Center



## Adolescent Substance Abuse and Chemical Dependency Treatment Facility For Boys 13 -17

A subsidiary of  
**Continuum Healthcare  
System, Inc.**

Texas Serenity White House  
3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2196  
Metro: 409-441-2185  
Fax: 409-788-2195

## Texas Serenity Locations

### Houston, Texas

Texas Serenity Counseling Services  
250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele: 281-873-2344 Fax: 888-889-8299

### Texas Serenity Greenspoint Adult Community Living

2424 Southmore  
Houston, Texas 77004  
Tele: 713-807-7083 Fax: 713-807-7076

### Texas Serenity Greenspoint Community Mental Health Center Partial Hospitalization Program

250 Meadowfern, Suite 100  
Houston, Texas 77067  
Tele: 281-873-2344 Fax: 888-889-8299

### Corpus Christi, Texas

Texas Serenity Bayshore  
Community Mental Health Center  
Partial Hospitalization Program  
5110 Wilkinson Drive  
Corpus Christi, Texas 78415  
Tele: 512-814-0400 Fax: 512-814-0300

### Conroe, Texas

Texas Serenity Counseling Center  
240 South Main  
Conroe, Texas 77301  
Tele: 409-788-2137 Fax: 409-788-2126

### Texas Serenity White House Adolescent Residential Treatment Facility

3201 North Frazier  
Conroe, Texas 77301  
Tele: 409-788-2197 Fax: 409-441-2195

### Dallas, Texas

Texas Serenity Counseling Center  
2708 Inwood  
Dallas, Texas 75235  
Tele: 214-630-4020 Fax: 214-630-6069

Following is an example of Texas  
Serenity White House Campus schedule.

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
5:00 - 6:15am	Wake-up	Wake-up	Wake-up	Wake-up	Wake-up	Wake-up	Wake-up
6:15 - 6:30am	Fitness	Fitness	Fitness	Fitness	Fitness	Hygiene	Hygiene
6:30 - 6:50am	AM/D/Goals	AM/D/Goals	AM/D/Goals	AM/D/Goals	AM/D/Goals	Breakfast	Breakfast
6:50 - 7:15am	Hygiene	Hygiene	Hygiene	Hygiene	Hygiene	AM/D - Goals	AM/D - Goals
7:15 - 7:30am	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Clean-up	Clean-up
7:30 - 8:30am	School	School	School	School	School	CD Education	Church
8:30 - 9:00am	Snack Time	Community	Community				
9:00 - 9:15am	Study Time	Life Skills	Life Skills				
9:15 - 10:00am	School Prep	Lunch	Lunch				
10:00am - 10:45am	School	School	School	School	School	Clean-up	Clean-up
10:45 - 11:00am	School	School	School	School	School	Journals	Journals
11:00 - 11:45am	School	School	School	School	School	Free Time	Free Time
11:45 - 1:00pm	Dinner	Dinner	Dinner	Dinner	Dinner	Break	Break
1:00 - 1:50pm	Chores	Chores	Chores	Chores	Chores	Journal	Journal
1:50 - 2:50pm	Process Group	Leveling	Leveling				
2:50 - 5:30pm	Break	Break	Break	Break	Break	Leveling	Leveling
5:30 - 7:00pm	Step Study	Leveling	Leveling				
7:00 - 8:00pm	Break	Break	Break	Break	Break	Leveling	Leveling
8:00 - 8:30pm	PMD	PMD	PMD	PMD	PMD	Leveling	Leveling
8:30pm	Lights Out	Leveling	Leveling				
						Therapeutic	Therapeutic

# TEXAS SERENITY WHITE HOUSE RTC

## The Program

The Adolescent program at the Texas Serenity Residential White House is a treatment program that offers a safe and structured environment that restores and redirects the lives of youths and fosters wholesome growth. We are a moderate to long-term drug and alcohol residential treatment center for boys between the ages of 13 – 17. The White House is nestled on a quiet 14 acre campus and has a 6,000 square foot building in which we house and hold group and individual counseling sessions.

We are located in Conroe, Texas ½ mile north of Loop 336 on Hwy 75. From this strategic location we are able to serve the Greater Houston Metropolitan Area and the surrounding counties. We provide land or air transportation to and from our facility, and as a result are capable of rendering service to the entire state of Texas.

## The Plan

Each client is assessed upon his admission to the program and an individual treatment plan is designed for each child based on age, history, developmental stage, level of functioning, and treatment needs. Each health care professional interacts with other members of the Treatment Team in order to establish the most appropriate strategy to meet the emotional, mental, and spiritual needs of the client.



## The Process

The carefully nurtured relationships between the staff and the client assist the change of problem family or social relationships, attitudes, and behaviors. The interdisciplinary treatment team is composed of the supervising Psychiatrist, the clinical psychologist, the therapist, licensed chemical dependency counselors, specialized mental health workers, and nursing staff.

A very important part of recovery is a tranquil and peaceful environment. We believe that our campus is a very important facet in the process of helping our troubled youth. When this peaceful and tranquil atmosphere is combined with a staff that is caring, credential, honest, and trustworthy, a child begins to become motivated to be the best they can be.

## Merit System

As the clients go through our program, they will be participating in the merit / level system. This system was designed to ensure a measurable, fair, and consistent method to document progress shown throughout each treatment phase.

The merit system is the method we have designed to monitor and reward appropriate therapeutic behavior. Our system goes from merit level 1 to 5 and changes based on expectations of household duties and appointed responsibilities. Each level has a set of restrictions and privileges and are reviewed on a weekly basis..

TCADA Licensed,  
and approved  
by the TJPC

## Program Components

### Individual Therapy

Individual Therapy is provided to the client at least once a week by a licensed professional. Psychotherapy is the treatment by psychological means of problems of an emotional nature in which a trained person deliberately establishes a professional relationship with the client with the object of removing, modifying or retarding existing symptoms; mediating disturbed patterns of growth and development.

### Group Therapy

Each client attends group counseling sessions three days a week. The key group facilitator is a licensed professional. The groups include process and didactic sessions, with individual treatment goals in mind.

### Support Group Meetings

Our program adheres to the basic principles of the 12 Step Programs of Recovery. Clients find support from other persons in the group. It is a place where you can get feedback on your feelings, thinking, and behavior as you progress in recovery.

### Psychodrama

Psychodrama is a type of group psychotherapy that differs from traditional group methods in its emphasis on action rather than description. The insights reached in psychodrama are action-insights derived from the actual experience of living the past, present, or future in a dramatic form.

### Education & Tutorial

Tutorial, GED, and a private chartered school is available during the year.

**APPENDIX X**

**Class Schedule**

**Graduation Requirements**

# **CLASS SCHEDULE**

**ALL CLASS SCHEDULES WILL COINCIDE**  
**WITH THOSE OF CONROE INDEPENDENT SCHOOL**  
**DISTRICT SCHEDULES**

**( With the exception of those students seeking the GED )**

**Class arrangement similar to that of Harris County Youth Village  
which is a Harris County Residential Youth Facility**

**High school and Middle School Classes will consist of:**

**MATHEMATICS  
ENGLISH ( ESL / READING )  
SCIENCE  
SOCIAL STUDIES  
COMPUTER ( VOCATIONAL ED. )**

# BELL SCHEDULE

( Students in CISD rotate on a Block Schedule, an example is provided )

Because of our unique situation, the schedule is modified

## Example of Planned Class Schedule

### High School Classes

7:30 - 7:40..... Students enter building  
7:45..... Tardy bell rings ( 2 Tardys, student must see  
Director. )  
7:45 - 8:30..... Period 1  
8:45 - 9:30..... Period 2  
9:45 - 10:30..... Period 3  
10:45 - 11:30..... Period 4  
11:30 - 12:45..... Lunch  
1:00 - 1:45..... Period 5  
2:00 - 2:45..... Period 6  
3:00 - 3:45..... Period 7

### Middle School Classes

TIMES WILL COINCIDE WITH HIGH SCHOOL SCHEDULE

### G.E.D. Class Schedule

7:30 a.m. -----2:00 p.m.

Those studying for the GED will also be taught Skills training, such as job application, through entities such as the Urban League. They will also have the opportunity upon completion, to be established with a business partner for On-the-Job Training, or receive College course work through Montgomery Community College.

# Bell Schedule

ORHS will continue with an eight period, block schedule; however, the classes will rotate with 1, 3, 5, 7, meeting one day and 2, 4, 6, 8 the next day. After a two week period of time, all classes will have met five times each.

Students enter building.....	7:00 a.m.
Cafeteria closed.....	7:15 a.m.
Students enter classroom area.....	7:15 a.m.
Tardy bell for initial class of day.....	7:25 a.m.

## Time Schedule

Block 1 or 2.....	7:25 - 8:50
Break.....	8:50 - 9:05
Block 3 or 4.....	9:05 - 10:30
Block 5 or 6.....	10:36 - 12:01
Lunch.....	12:01 - 1:01
Block 7 or 8.....	1:07 - 2:35

## Sample of classes during a two-week period:

Monday	Tuesday	Wednesday	Thursday	Friday
1st	2nd	1st	2nd	1st
3rd	4th	3rd	4th	3rd
5th	6th	5th	6th	5th
7th	8th	7th	8th	7th

Monday	Tuesday	Wednesday	Thursday	Friday
2nd	1st	2nd	1st	2nd
4th	3rd	4th	3rd	4th
6th	5th	6th	5th	6th
8th	7th	8th	7th	8th

Table 1

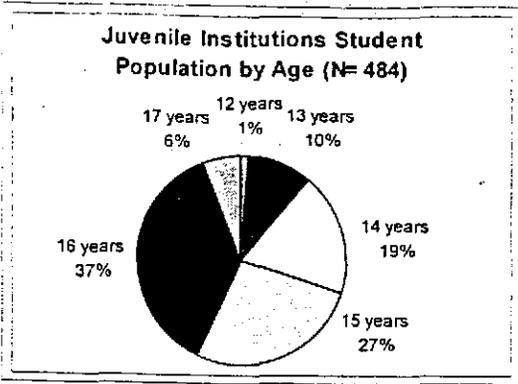


Table 4

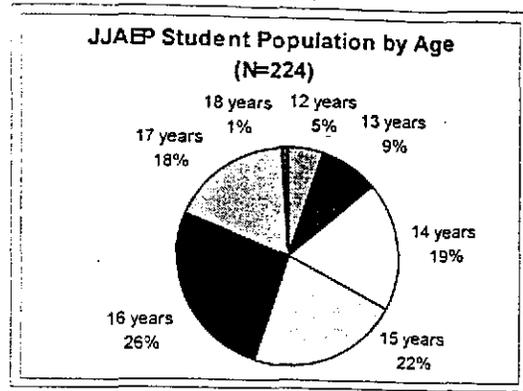


Table 2

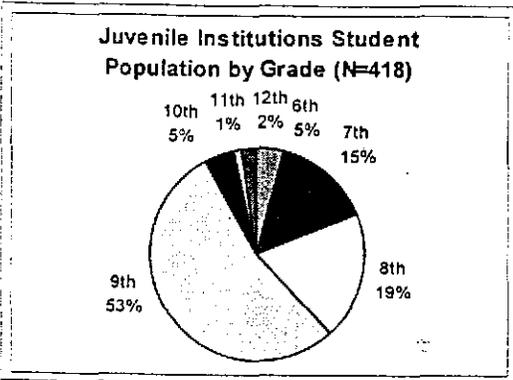


Table 5

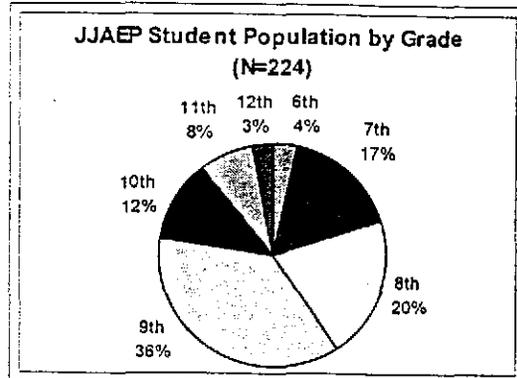


Table 3

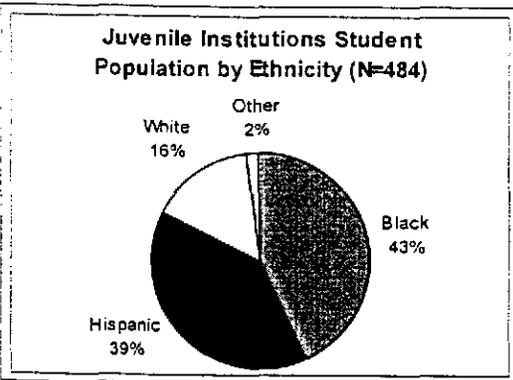


Table 6

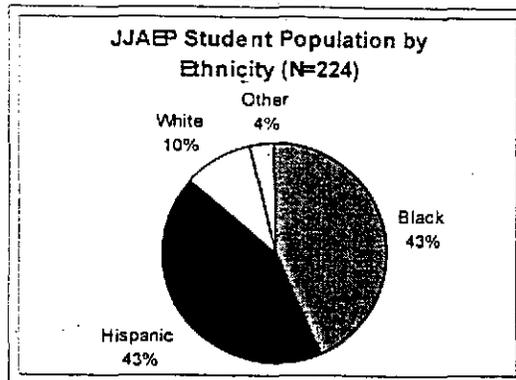
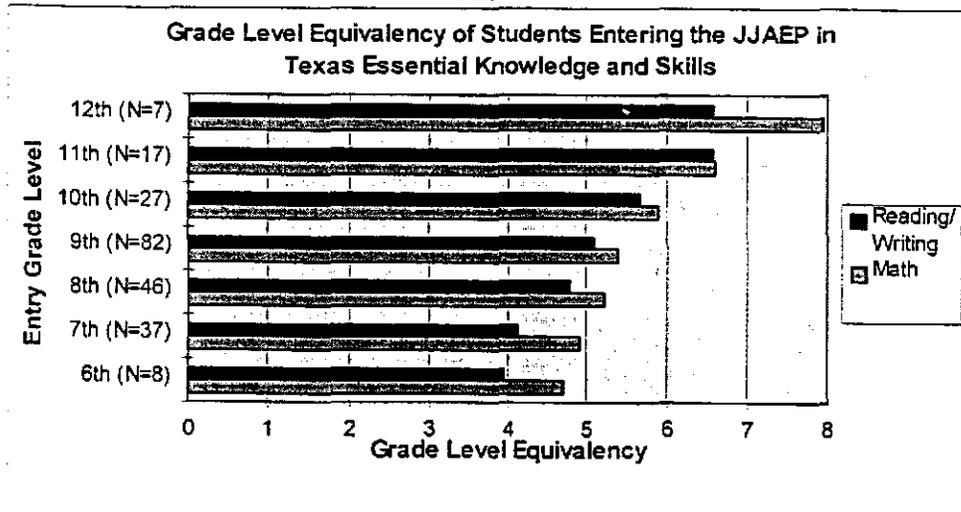
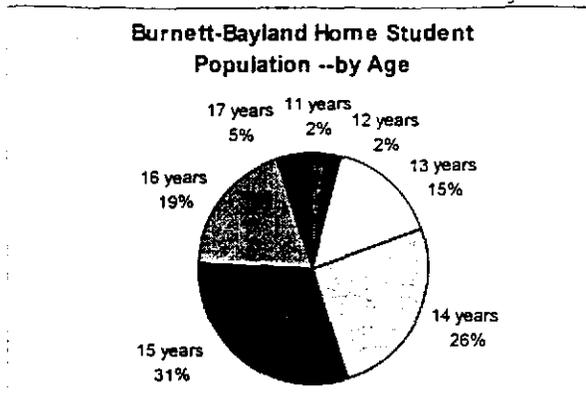


Table 7



Total N=224 JJAEP Students given pre-tests between 8/18/97 and 11/1/97  
Independent assessment provided by JNS Associates, Inc.

**Burnett-Bayland Home  
(Post-adjudication Facility)**



**Location:** 6500 Chimney Rock  
Houston, Texas 77081

**Superintendent:** Linda Crocker

**Students Served during 1996-97:** 210

**Capacity:** 70 residents (during 97-98)

**Capacity:** 60 residents (during 98-99)

**Average Stay:** 3.5 months

**Gender:** Male 100%

**Ethnicity:** Black 42%, Hispanic 38%  
White 19%, Other 1%

**Special Populations:** Sp. Ed. 41%, LEP 7%

**Other Student Data:** Data on students' grade levels were not available.

**Population Order:** Residents living quarters are separate from the school facilities. Students will be assigned to instructional groups based on age and grade levels.

**Proposed Instructional Staff:** 3 Reg. Ed. Instructors  
1 ESL/Bilingual Instructor  
1 Vocational Instructor  
1 Sp. Ed. Instructor

**Proposed Administrative Staff:** 1 Program Manager/Curriculum Development (Assigned to both Burnett-Bayland Facilities)

**Security:** 1 Security Guard to supervise classroom facilities  
2 Juvenile Probation Officers

**Teacher/Student Ratio:** 1:10 (est.)

**Instructional Facilities:** 7 classrooms  
1 computer lab  
1 principal's office with adjacent secretarial space  
2 administrative offices  
1 gymnasium

**Instructional Focus:** Fulfill the goals and objectives outlined in each student's ISPP  
Employ competency-based, accelerated learning models  
Restore students to age-appropriate grade levels

**Extra-curricular Activities:** Physical Education/Athletics (Supervised by Department employees)  
Department-supervised resident programs (art, boy scouts, drama, drug counseling, karate, R.O.P.E.S. training, peer mediation, photography, T.D.C. Outreach, and other programs)

# Detention Center

## Proposed Staffing Pattern and Instructional Courses

Hours of Operation: 8:00 A.M. -3:00 P.M. M-F  
School Calendar: 180 days of Instruction

### Proposed Instructional Staffing Patterns

**Team A (Classrooms 1-5)**

**Team B (Classrooms 6-10)**

**Team C (Classrooms 11-15)**

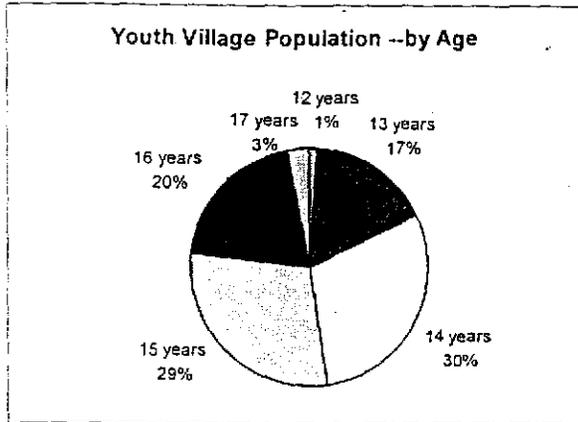
### Proposed Class Schedule

Floor	Classroom Team Assignments			
1st Floor (3 units)	A1	A2	A3	Resource Room
2nd Floor (3 units)	A4	A5	B6	Resource Room
3rd Floor (3 units)	B7	B8	B9	Resource Room
4th Floor (3 units)	B10	C11	C12	
5th Floor (3 units)	C13	C14	C15	Resource Room

Classrooms	1st Period	2nd Period	3rd Period	Lunch	4th Period	5th Period
A1, B6, C11	Math	English Sp. Ed.	Reading/ESL	Lunch	TAAS Preparation	Social Skills
A2, B7, C12	Social Skills	Math	English Sp. Ed.	Lunch	Reading/ESL	TAAS Preparation
A3, B8, C13	TAAS Preparation	Social Skills	Math	Lunch	English Sp. Ed.	Reading/ESL
A4, B9, C14	Reading/ESL	TAAS Preparation	Social Skills	Lunch	Math	English Sp. Ed.
A5, B10, C15	English Sp. Ed.	Reading/ESL	TAAS Preparation	Lunch	Social Skills	Math

Staffing Patterns	# of Instructors	Grade Levels
Math	3	3-12
English/Sp. Ed.	3	3-12
Reading/ESL	3	3-12
TAAS Preparation	3	3-10
Social Skills	3	3-12

## Harris County Youth Village (Post-adjudication Facility)



**Location:** 210 J.W. Mills  
Seabrook, Texas 77586

**Superintendent:** Ronald Nilksich, Ph.D

**Students Served in Nov. 1997:** 149

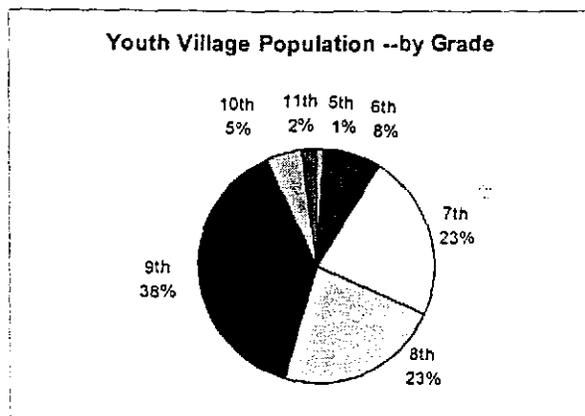
**Capacity:** 150 residents (during 97-98)  
100 residents (during 98-99)

**Average Stay:** 3.6 months

**Gender:** Male 77%, Female 23%

**Ethnicity:** Black 51%, Hispanic 40%  
White 12%, Other 2%

**Special Pop.:** Sp. Ed. 20%, LEP 3%



**Population Order:** Units separated by gender and age

**Security:** 3 Security Guards  
1 Shift Supervisor

**Proposed Teacher/Student Ratio:** 1:10 (est.)

**Proposed Instructional Staff:** 5 Reg. Ed. Instructors  
2 ESL/Bilingual Instructor  
1 Sp. Ed. Instructor  
1 Computer Instructor  
1 Vocational Instructor

**Proposed Administrative Staff:** 1 Program Manager/Curriculum Development

**Instructional Facilities<sup>1</sup>:** 9 classrooms  
1 Sp. Ed. classroom/Library  
1 vocational workshop (located in a separate facility)  
1 computer lab  
1 gymnasium

**Instructional Focus:** Fulfill the goals and objectives outlined in each student's ISPP  
Employ competency-based, accelerated learning models  
Restore students to age-appropriate grade levels

**Extra-curricular Activities:** Physical Education (Supervised by Department institution workers)  
Department-supervised resident programs (Stars and Stripes (peer mediation program), Library Club, mentoring, behavior management groups, counseling)

<sup>1</sup> By September of 1998, the population of the Youth Village will be reduced to 100 residents. By the Fall of 1998, space which was once dedicated for staff housing will be renovated into classroom and office space. Upon completion, there will be approximately 11 classrooms and 3 offices for use by the educational program.

## Harris County Youth Village Proposed Staffing Pattern and Instructional Courses

### Classroom Designations:

- 6 High School (HS) Classrooms
- 3 Middle School (MS) Classrooms
- 1 Special Education Classroom (Students will be pulled out of their regularly assigned classroom to receive individualized instruction according to their Individual Education Plan.)
- 1 Computer Lab
- 1 Vocational Education Workshop

Hours of Operation: 8:00 A.M.-3:00 P.M. M-F

School Calendar: 180 days of instruction

### Proposed Class Schedule

Staffing Patterns	#
Math (HS)	1
Math/Science (MS)	1
English/ESL/Reading (HS)	1
English/ESL/Reading (MS)	1
Vocational (HS)	1
Science (HS)	1
Social Studies (HS)	1
Social Studies (MS)/Soc. Skills (HS) (MS)	1
Computers (HS) (MS)	1
Special Education (HS) (MS)	1
<b>Total Instructional Staff:</b>	<b>10</b>

	1st Period	2nd Period	3rd Period	Lunch	4th Period	5th Period	6th Period
HS 1	Math	English/ESL Reading	Vocational Education	Lunch	Social Studies	Science	Comp.(M,T,W,F) Soc. Skills (Th.)
HS 2	Comp.(M,T,W,F) Soc. Skills (Th.)	Math	English/ESL Reading	Lunch	Vocational Education	Social Studies	Science
HS 3	Science	Comp.(M,T,W,F) Soc. Skills (Th.)	Math	Lunch	English/ESL Reading	Vocational Education	Social Studies
HS 4	Social Studies	Science	Comp.(M,T,Th,F) Soc. Skills (W)	Lunch	Math	English/ESL Reading	Vocational Education
HS 5	Vocational Education	Social Studies	Science	Lunch	Comp.(M,T,Th,F) Soc. Skills (W)	Math	English/ESL Reading
HS 6	English/ESL Reading	Vocational Education	Social Studies	Lunch	Science	Comp.(M,T,Th,F) Soc. Skills (W)	Math

	1st Period	2nd Period	3rd Period	Lunch	4th Period	5th Period	6th Period
MS 7	Math	English/ESL	Reading	Lunch	Social Studies	Science	Soc.Skills (M,T,F) Comp. (W,Th)
MS 8	Soc.Skills (M,T,F) Comp. (W,Th)	Math	English/ESL	Lunch	Reading	Social Studies	Science
MS 9	Science	Soc.Skills (M,T,F) Comp. (W,Th)	Math	Lunch	English/ESL	Reading	Social Studies

## 1998-1999 Student Assessment Calendar

Month/Year	Test Date	Test	Report Dates *
October 1998	27 (Tuesday)	TAAS Exit Level Writing	December 9 - 11, 1998
	28 (Wednesday)	TAAS Exit Level Mathematics TEAMS Mathematics	December 9 - 11, 1998
	29 (Thursday)	TAAS Exit Level Reading TEAMS English Language Arts	December 9 - 11, 1998
Fall 1998	Testing Window (within 2-week period prior to end of course)	End-of-Course: Algebra I  Biology I  English II  U.S. History	Districts will receive results about six weeks after the scorable materials have been received by the contractor.
February 1999	Testing Window (February 1 - 12)	Field Test: Grades 4, 4-Spanish, 8, and 10 Writing	None
	23 (Tuesday)	TAAS Exit Level Writing	April 14 - 16, 1999
	24 (Wednesday)	TAAS Grades 4 and 8 Writing TAAS Grade 4 Writing Spanish Version	May 14 - 21, 1999
		TAAS Exit Level Mathematics TEAMS Mathematics	April 14 - 16, 1999
25 (Thursday)	TAAS Exit Level Reading TEAMS English Language Arts	April 14 - 16, 1999	
March 1999	23 (Tuesday)	TAAS YRE Grades 4 and 8 Writing	July 1 - 9, 1999
April 1999	Testing Window (April 12 - 23)	Field Test: End-of-Course: English II	None
	27 (Tuesday)	TAAS Exit Level Writing **	May 12 - 14, 1999
		TAAS Grades 3 - 8 Mathematics TAAS Grades 3 - 6 Math Spanish Version	May 14 - 21, 1999
	28 (Wednesday)	TAAS Exit Level Math **	May 12 - 14, 1999
		TAAS Grades 3 - 8 Reading TAAS Grades 3 - 6 Reading Spanish Version	May 14 - 21, 1999
	29 (Thursday)	TAAS Exit Level Reading **	May 12 - 14, 1999
TAAS Grade 8 Social Studies		May 14 - 21, 1999	
30 (Friday)	TAAS Grade 8 Science	May 14 - 21, 1999	

\* Districts should notify students and parents of test results according to the schedule outlined in the appropriate Coordinator Manual.

\*\* The April 27 - 29, 1999, exit level administration is provided for graduating seniors and out-of-school examinees.

## 1998-1999 Student Assessment Calendar

Month/Year	Test Date	Test	Report Dates *
Spring 1999	Testing Window (within 2-week period prior to end of course)	End-of-Course: Algebra I	July 30, 1999
		Biology I	July 30, 1999
		English II	July 30, 1999
		U.S. History	July 30, 1999
June 1999	1 (Tuesday)	TAAS YRE Grades 3 – 8 Mathematics	July 1 - 9, 1999
	2 (Wednesday)	TAAS YRE Grades 3 – 8 Reading	July 1 - 9, 1999
	3 (Thursday)	TAAS YRE Grade 8 Social Studies	July 1 - 9, 1999
	4 (Friday)	TAAS YRE Grade 8 Science	July 1 - 9, 1999
July 1999	13 (Tuesday)	TAAS Exit Level Writing	August 11 - 13, 1999
	14 (Wednesday)	TAAS Exit Level Mathematics TEAMS Mathematics	August 11 - 13, 1999
	15 (Thursday)	TAAS Exit Level Reading TEAMS English Language Arts	August 11 - 13, 1999
Summer 1999	Testing Window (within 2-week period prior to end of course)	End-of-Course: Algebra I  Biology I  English II  U.S. History	Districts will receive results about six weeks after the scorable materials have been received by the contractor.

\* Districts should notify students and parents of test results according to the schedule outlined in the appropriate Coordinator Manual.



**CONROE**

# 1997-98 School Calendar

Independent School District

**Days of Instruction**

**1st Semester**  
August 13–December 19 • 88 days

**2nd Semester**  
January 7–May 28\* • 92 days

**Grading Periods**

**Nine Weeks**

**1st Semester**  
August 13 - October 10 ..... 42 days  
October 14 - December 19 ..... 46 days  
**Total** ..... 88 days

**2nd Semester**  
January 7 - March 13 ..... 46 days  
March 23 - May 28 ..... 46 days  
**Total** ..... 92 days

**Six Weeks**

**1st Semester**  
August 13 - September 19 ..... 27 days  
September 22 - October 31 ..... 29 days  
November 3 - December 19 ..... 32 days  
**Total** ..... 88 days

**2nd Semester**  
January 7 - February 20 ..... 31 days  
February 23 - April 9 ..... 29 days  
April 14 - May 28 ..... 32 days  
**Total** ..... 92 days

**Students**

**Starting Date** ..... August 13  
**Ending Date** ..... May 28

**Staff**

**New Teacher Orientation** ..... August 4 - 8  
**Starting Date** ..... August 11  
**Ending Date** ..... May 29\*

**Breaks**

September 1  
October 13  
November 26, 27, and 28  
December 22 - January 2  
January 19  
February 16  
March 16 - 20  
April 10 and 13\*\*  
May 25

**Teacher Work Days**

August 12 • January 5 • May 29\*\*

**Staff Development**

August 11 (campus) • January 6 (campus)

**Bad Weather Days**

April 13 • May 29

\* If no inclement weather days  
\*\* Teacher workday unless used as an inclement weather day, in which case it will become a teacher's day

August 1997						
S	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 1997						
S	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 1997						
S	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 1997						
S	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 1997						
S	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 1998						
S	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 1998						
S	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 1998						
S	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 1998						
S	M	Tu	W	Th	F	S
				1	2	3
				4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 1998						
S	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 1998						
S	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 1998						
S	M	Tu	W	Th	F	S
				1	2	3
				4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Coding**

- Holidays
- Workday for Staff - Student Holiday
- Staff Development - Student Holiday
- Inclement weather days
- Testing Days (see reverse side for dates)

**Report cards**

**Individual campuses will report distribution date for report cards after each grading period.**

# Graduation Requirements for All Students

## Beginning with 1994-95, 1995-96 9th Graders

(All students required to earn 24 credits)

New requirements have been recommended by the State Board and adopted by Conroe ISD for students who entered the 9th grade class in the fall of 1994. These students must satisfactorily complete 24 units of credit and achieve mastery on the Texas Assessment of Academic Skills (TAAS) test to meet the minimum requirements for graduation. The exit level TAAS test is taken in grade 10 (11 or 12 if necessary).

English.....	4
Mathematics.....	3
<i>(Algebra I, Geometry, Algebra II)*</i>	
Science.....	3
Social Studies.....	4
Second Language* <i>(may be waived, see below)</i> .....	3
<i>(Must be of the same language)</i>	
Health.....	1/2
PE or PE Subs**.....	1 1/2
Fine Arts.....	1
Technology Applications*.....	1
<b>Total Core Credits <i>(required of everyone)</i></b> .....	<b>21</b>

\* Foreign Language and Technology Applications requirements may be waived for students who do not

# Graduation Requirements for All Students

## Beginning with 1996-97, 1997-98 9th Graders

(All students required to earn 24 credits)

New requirements have been recommended by the State Board and adopted by Conroe ISD for students who entered the 9th grade class in the fall of 1994. These students must satisfactorily complete 24 units of credit and achieve mastery on the Texas Assessment of Academic Skills (TAAS) test to meet the minimum requirements for graduation. The exit level TAAS test is taken in grade 10 (11 or 12 if necessary).

English.....	4
Mathematics.....	3
<i>(Algebra I, Geometry, Algebra II)*</i>	
Science.....	3
Social Studies.....	3 1/2
Economics.....	1/2
Second Language* <i>(may be waived, see below)</i> .....	2
<i>(Must be of the same language)</i>	
Health.....	1/2
PE or PE Subs**.....	1 1/2
Fine Arts.....	1
Speech.....	1/2
Technology Applications.....	1
<b>Total Core Credits <i>(required of everyone)</i></b> .....	<b>20 1/2</b>

\*\* PE substitutes are the same for all grade levels and plans.

## Grades

The lowest passing grade is 70. Numbers will be used in recording all grades. Their value is indicated below:

90 - 100 = A
80 - 89 = B
75 - 79 = C
70 - 74 = D
69 - Below = F - actual number grade earned

## Reporting Student Progress

The official notification to the parent of the student's progress is: parent-teacher conference; telephone conference; written messages and through the report cards which are issued on a nine-week basis. In addition to these mediums, a three week contact will be made with parents through a written progress report. Parents and students are encouraged to contact the appropriate

## High School Credit Awarded Through Average of Two Semester Grades

A high school student who fails the first semester of a two-semester course, but who passes the second semester of that course, shall receive credit for both semesters when the average of the two semesters is at least 70, if the student does not lose credit due to excessive absences.

## Grade Classification

Class status will be based on the following minimum credits at the beginning of the year:

Freshmen (Grade 9).....	Less than 5 credits
Sophomores (Grade 10).....	5-less than 10
Juniors (Grade 11).....	10-less than 15
Seniors (Grade 12).....	15

## Student Rights and Responsibilities: Sexual Harassment/Sexual Abuse

### Sexual Harassment By Students

Students shall not engage in unwanted and unwelcome verbal or physical conduct of a sexual nature directed toward another student or a District employee. This prohibition applies whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors.

### Violations

A substantiated charge against a student shall result in disciplinary action. [See FO, FOA, FOD]

### Notice to Parents

The District shall notify the parents of all students involved in sexual harassment by student(s) when the allegations are not minor. The District shall notify parents of all incidents of sexual harassment or sexual abuse by an employee. Notice shall include providing the parents a copy of FNCJ (EXHIBIT).

### Reports To Lawful Authorities

Any District employee who receives information about sexual harassment or sexual abuse of a student that may reasonably be characterized as known or suspected child abuse or neglect shall make the reports to appropriate authorities, as required by law. [See FFG (LEGAL)]

### Investigations

All reports of sexual harassment that are not minor shall be referred to the Title IX coordinator. Oral complaints shall be reduced to writing to assist in the District's investigation. To the greatest extent possible, complaints will be treated as confidential. Limited disclosure may be necessary to complete a thorough investigation.

### Protection From Retaliation

The District shall not retaliate against a student who in good faith reports perceived sexual harassment or sexual abuse.

### Complaint Process

#### Level One

A student or parent who has a complaint alleging sexual harassment by other student(s) or sexual harassment or sexual abuse by an employee may request a conference with the principal, designee, or the Title IX coordinator for students. The student may be accompanied by the parent or other advisor at the initial conference and throughout the complaint

process. The initial conference with the student ordinarily shall be held with a person who is the same gender as the student. The conference shall be scheduled and held as soon as possible, but in any event within five school days. At the conference, the persons bringing the complaint shall be informed of the right to file a complaint with the Office of Civil Rights.

The principal or designee or the Title IX coordinator shall coordinate an appropriate investigation, which ordinarily shall be completed within ten school days. The student or parent shall be informed if extenuating circumstances delay the investigation.

Nothing in the complaint process shall have the effect of requiring a student alleging sexual harassment or sexual abuse to present the matter to a person who is the subject of the complaint.

#### Level Two

If the resolution of the complaint at Level One is not to the student's or parent's satisfaction, the student or parent has ten school days to request a conference with the Superintendent or designee, who shall schedule and hold a conference. Prior to or at the conference, the student or parent shall submit a written complaint that includes a statement of the complaint, any evidence in its support, the resolution sought, the student's and/or parent's signature, and the date of the conference with the principal, designee, or Title IX coordinator.

#### Level Three

If the resolution of the complaint at Level Two is not to the student's or parent's satisfaction, the student may present the complaint to the Board at its next regular meeting. The complaint shall be included as an item on the agenda posted with notice of the meeting. Lack of official action by the Board upholds the administrative decision at Level Two. Announcing a decision in the student's or parent's presence constitutes communication of the decision.

#### Closed Meeting

The Board shall hear complaints alleging sexual harassment by students or sexual harassment or sexual abuse by employees in closed meeting, unless otherwise required by the Open Meetings Act. [See BE (LEGAL) and BEC (LEGAL)]

## Student Rights and Responsibilities: Sexual Harassment/Sexual Abuse

### Notice of Parent and Student Rights

#### What is the District policy concerning sexual misconduct?

Every student has the right to attend District schools and school-related activities free from all forms of discrimination on the basis of sex, including sexual harassment.

The District encourages parental and student support in its efforts to address and prevent sexual harassment and sexual abuse in the public schools.

#### What is sexual harassment?

Sexual harassment of a student by an employee includes any welcome or unwelcome sexual advances, requests for sexual favors, and other verbal (oral or written), physical, or visual conduct of a sexual nature. It also includes such activities as engaging in sexually oriented conversations for purposes of personal sexual gratification, telephoning a student at home or elsewhere to solicit inappropriate social relationships, physical contact that would be reasonably construed as sexual in nature, and enticing or threatening a student to engage in sexual behavior in exchange for grades or other school-related benefit.

Sexual harassment of a student by another student includes unwanted and unwelcome verbal or physical conduct of a sexual nature, whether by word, gesture, or any other sexual conduct, including requests for sexual favors.

#### What is sexual abuse?

Sexual abuse is defined as "illegal sex acts performed against a minor..." It may include, but is not limited, to fondling, sexual assault, or sexual intercourse. Sexual abuse is a form of child abuse that must be reported to appropriate law enforcement authorities.

#### What laws address sexual harassment of students?

Sexual harassment of students may constitute discrimination on the basis of sex and is prohibited by Title IX (the federal law prohibiting gender-based discrimination by schools that receive federal funds):

#### Will I be informed if my child has been sexually harassed or sexually abused at school?

The District will notify parents of students involved in sexual harassment by students when the allegations are not minor or of any incident regarding sexual harassment or sexual abuse by an employee. Notification may be by telephone, letter, or personal conference.

#### What will the District do when it learns of sexual harassment or sexual abuse of a student?

When a principal or other school administrator receives a report that a student is being sexually harassed or abused, he or she will initiate an investigation and take prompt action to intervene. If a District employee is found to have sexually harassed or abused a student, that employee will be disciplined. Disciplinary action may range from a warning to termination of employment.

If a student is found to have sexually harassed or abused another student, the offender will be disciplined. The District will consider the full range of disciplinary options, up to and including expulsion, according to the nature of the offense.

#### What do I do if I am concerned that my child has been sexually harassed or sexually abused at school?

A student or parent who has a complaint alleging sexual harassment by other student(s) or sexual harassment or sexual abuse by an employee may request a conference with the principal, the principal's designee, or the District's Title IX coordinator. The conference will be scheduled and held as soon as possible but within five school days. The principal or Title IX coordinator will coordinate an investigation, which ordinarily will be completed within ten school days. The parent will be informed if extenuating circumstances delay the investigation. Oral complaints should be reduced to writing to assist in the District's investigation.

Date Issued: 06/14/94  
Update 46  
FNCJ (Exhibit)-A  
1 of 2

A complaint may also be filed separately with the Office of Civil Rights:

Regional Director  
Office of Civil Rights, Region VI  
1200 Main Tower Building, Room 1935  
Dallas, Texas 75202  
(214)767-3959

**Who is the Title IX coordinator and how do I contact that person?**

The Title IX coordinator for the District is:

Name: Dr. Doris W. Like-Denio  
Address: 702 North Thompson, Conroe, 77301  
Telephone: (409)756-7751

The Title IX coordinator is a District employee who has the responsibility to assure District compliance with the requirements of Title IX. The coordinator will investigate or oversee an investigation of a complaint alleging violations of Title IX.

The District has adopted complaint procedures for handling Title IX complaints, which may be obtained from the principal or Title IX coordinator. The student may be accompanied by the parent or other advisor throughout the complaint process.

**Will my complaint be confidential?**

To the greatest extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

**What if I am not satisfied by the District's resolution of my complaint?**

If the parent is not satisfied with the District's initial response to the complaint, he or she has ten school days to request a conference with the Superintendent or designee, who will schedule and hold a conference. Prior to or at the conference, the parent must submit a written complaint that contains: a statement of the complaint; any evidence to support the complaint; the resolution sought; the student's and/or parent's signature; and the date of the conference with the principal.

If the parent considers the resolution unsatisfactory, he or she may present the complaint to the Board of Trustees at its next regular meeting. The Board will hear the complaint in closed meeting, unless otherwise required by the Texas Open Meetings Act. At the conclusion of the hearing, the Board will decide what action it deems appropriate.

112



**CONROE**

INDEPENDENT SCHOOL DISTRICT

**Special Education**

July 14, 1998

Mario C. Watkins  
Director  
3201 N. Frazier  
Conroe, TX 77301

Dear Mr Watkins:

I am writing this letter as a follow-up to our June 25th meeting. I enjoyed meeting with you and Mr. Acker and, as a result of our meeting, feel that I have a better understanding of your residents' educational needs.

As we discussed at our meeting, you were going to get me a list of your residents and relevant information on each that we could use for planning purposes. To date, I have not received this list.

Until you are able to get me this list, I would encourage you to continue to register your residents at their home campuses. Campus teams, with your involvement, will, based on individual treatment and educational needs and state/federal requirements, provide or arrange for appropriate educational services.

Rest assured, that we want to work with you in ensuring that your residents receive quality education services.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Soffer".

Randy Soffer, Ph.D.  
Director



# STATE OF TEXAS BOARD OF PARDONS AND PAROLES

**Gerald Garrett**  
Board Member

July 14, 1998

Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701

Dear Sir (s) or Madam (s),

I am writing in support of the Texas Serenity Whitehouse's Open-Enrollment Charter School application. I believe that the Texas Serenity Academy program will be of tremendous benefit to the community, and to Conroe I.S.D.'s educational program by combing the efforts of the drug and alcohol treatment program it offers along with the educational program to result in a better outcome for our children.

The children to be served by the Open-Enrollment Charter School, both those residing at Texas Serenity Whitehouse, and those who may be attending from the Conroe Independent School District, have histories of academic under achievement that may be related to emotional or learning disabilities as well as drug and alcohol abuse or social difficulties that have compromised their ability to profit from public school educational offerings. Literacy and academic proficiency is fundamental as building blocks in developing and constructing a successful career and life.

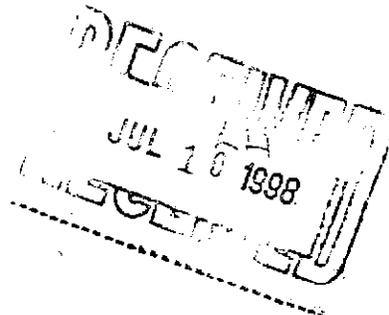
Texas Serenity serves children from throughout the state at its 17.5-acre facility located in the Conroe area. I have had the opportunity to visit the program and interact with the youth. As a twenty-year veteran in the state's adult criminal justice system, I urge complete support of community based intervention programs such as the Texas Serenity Whitehouse. Please feel free to contact me for further discussion, as you deem appropriate.

Sincerely,

Gerald Garrett

GG:rkf  
File

**TEXAS SERENITY WHITEHOUSE  
3201 FRAZIER  
CONROE, TEXAS 77301  
PHONE: ( 409 ) 788 - 2196  
FAX: ( 409 ) 788 - 2195**



Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701

Dear Sir(s) or Madam(s),

I am writing in support of the Texas Serenity Whitehouse's Open-Enrollment Charter School application. I believe that the Texas Serenity Academy program will be of tremendous benefit to the community, and to Conroe I.S.D.'s educational program by combing the efforts of the drug and alcohol treatment program it offers along with the educational program to result in a better outcome for our children.

Texas Serenity serves children from throughout the state at it's 17.5 acre facility located in the Conroe area.

The children to be served by the Open-Enrollment Charter School, both those residing at Texas Serenity Whitehouse, and those who may be attending from the Conroe Independent School District, have histories of academic under achievement that may be related to emotional or learning disabilities as well as drug and alcohol abuse or social difficulties that have compromised their ability to profit from public school educational offerings. Literacy and academic proficiency is fundamental as building blocks in developing and constructing a successful career and life.

As a parent, guardian or representative of this community, I believe that the Texas Serenity Academy Open-Enrollment Charter School will serve the needs of the children and the community and will provide a valuable asset to the educational arena.

[Redacted]  
Name

7-15-98  
Date

115

[Redacted]  
Address

[Redacted]  
Telephone number

**TEXAS SERENITY WHITEHOUSE  
3201 FRAZIER  
CONROE, TEXAS 77301  
PHONE: ( 409 ) 788 - 2196  
FAX: ( 409 ) 788 - 2195**

Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701

Dear Sir(s) or Madam(s),

I am writing in support of the Texas Serenity Whitehouse's Open-Enrollment Charter School application. I believe that the Texas Serenity Academy program will be of tremendous benefit to the community, and to Conroe I.S.D.'s educational program by combing the efforts of the drug and alcohol treatment program it offers along with the educational program to result in a better outcome for our children.

Texas Serenity serves children from throughout the state at it's 17.5 acre facility located in the Conroe area.

The children to be served by the Open-Enrollment Charter School, both those residing at Texas Serenity Whitehouse, and those who may be attending from the Conroe Independent School District, have histories of academic under achievement that may be related to emotional or learning disabilities as well as drug and alcohol abuse or social difficulties that have compromised their ability to profit from public school educational offerings. Literacy and academic proficiency is fundamental as building blocks in developing and constructing a successful career and life.

As a parent, guardian or representative of this community, I believe that the Texas Serenity Academy Open-Enrollment Charter School will serve the needs of the children and the community and will provide a valuable asset to the educational arena.

  
Name  
  
Address

7-14-98  
Date  
  
Telephone number



**DALLAS COUNTY**  
**JUVENILE DEPARTMENT**

May 28, 1998

Mr. Mario Watkins  
3201 North Frazier  
Conroe, Texas 77301

Dear Mr. Watkins,

We would like to thank you for the time spent visiting with you and your staff on April 29, 1998. It gave us an opportunity to better understand Texas Serenity Whitehouse and the treatment process for our youth. The results of the Site Review are attached for your review.

We were very impressed with the documentation on the case files and with the general atmosphere at the facility. We wish you luck and support for the many improvements and additions you are planning for your facility. It was a pleasure to visit your program.

A handwritten signature in cursive script, appearing to read "Ronald Bramhall".

Ronald Bramhall, Placement Specialist

A handwritten signature in cursive script, appearing to read "Maurice Sauls".

Maurice Sauls, Placement Specialist

117

**APPENDIX XI**

**ASSURUANCES**

**APPENDIX XII**

**501 ( C ) ( 3 )**

**TAX EXEMPT STATUS**



# TEXAS EDUCATION AGENCY

Contingencies

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

MIKE MOSES  
COMMISSIONER OF EDUCATION

*Handwritten initials and date:*  
G  
D  
9/10/98

Dear Proposed Charter School Applicant:

August 31, 1998

*Jesus Serenity Whitehouse*

After review of the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application is incomplete. Your application is not eligible for consideration by the State Board of Education until the following items (indicated by a check mark) are supplied to the Agency. Except as provided below, the items must be addressed in writing and submitted to the Agency no later than 12:00 noon, Thursday, September 3, 1998. The items, other than those requiring an original signature, may be faxed to the attention of Brooks Flemister at (512) 463-9732. Items requiring an original signature may be delivered to the above address.

Please supply the following:

1. \_\_\_ Assurance that the proposed charter school will provide a curriculum designed to address the requirements of Section 28.002, including Texas Essential Knowledge and Skills.
2. \_\_\_ Assurance that the applicant has established performance levels for students served by the proposed open-enrollment charter school on the assessment instruments adopted under Chapter 39, Subchapter B, including the Texas Assessment of Academic Skills.
3. \_\_\_ Evidence that the sponsoring entity of the proposed charter is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code or has applied for such status. (See page four of Guidelines.) Note that the sponsoring entity must itself be tax exempt or have applied for such status. It is not sufficient that the sponsoring entity belong to or be associated with a tax exempt organization.
4. \_\_\_ Assurance that the governing body of the sponsoring entity will retain authority to ensure that the policies and operation of the school comply with all applicable laws and requirements of the charter contract.
5. \_\_\_ A copy of the last tax return filed by the sponsoring entity if applicable (If not, please state why).
6.  A list of the board members of the sponsoring organization. The list must identify the officers of the sponsoring agency, their credentials and statements covering the litigation and criminal history of both board members and the sponsoring entity.
7. \_\_\_ Evidence that a facility has been secured for use by the proposed charter school. (See page 51 of the Application Guidelines). Note the evidence provided must satisfy requirements of sample form e.g. two signatures (lessor and lessee).
8.  Evidence of parent/community support. (See page four of Guidelines.)
9.  Two complete copies of the Assurances provided in the application packet, each with an original signature in blue ink.

*Handwritten note:* already in app?

*Handwritten notes:*  
CMB  
OK  
CMB

*need to find no facility bounds unless will take walk-ins (then need PEG policy)*

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

*will need re: special ed*

11.  Clarification that the proposed charter school will admit and fully serve eligible students with disabilities. This clarification must include an assurance that the charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Include an assurance that certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

12. \_\_\_ Clarification that the admission policy of the proposed charter school will not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code. Information requested on admission application cannot be used to influence or deny admission. Exceptions would be grade level served, area of residence and disciplinary history.

13. \_\_\_ Clarification that the policies of the proposed charter school will not provide for segregation on the basis of sex except where required or allowed by federal law.

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

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

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

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

18. \_\_\_ Assurance neither members of the governing body, personnel, or students of the proposed charter school will be required to subscribe to particular religious beliefs or belong to a particular church or denomination.

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

*still need to address all this*

*dc  
cm*

20. ~~Clarification that the applicant will provide a special education program that addresses the following provision of services i.e.; Child Find, Admission, Review and Dismissal Committee (ARD), Free and Appropriate Public Education (FAPE), Individualized Education Plan (IEP), due process and services for expelled students in the Least Restrictive Environment (LRE). This clarification should include a detailed explanation of each activity and how they will be provided to the student with disabilities.~~

21. Assurances that the applicant will provide, in accordance with the policy of the State, a program to ensure equal educational opportunities to every student whose primary language is other than English. The charter school will provide English as a Second Language (ESL) Program or Bilingual Education program as required in the Texas Education Code, Chapter 29, Subchapter B.

22.  State Revenue has not been correctly estimated.

Estimated Initial Enrollment

50

X 90% attendance =

45

(estimated ADA)

X \$4000 average state funding per ADA

\$180,000

(estimated state aid)

Amount budgeted for state revenue

\$420,000

Difference

(\$240,000)

*State revenue should be estimated on initial enrollment.*

(Please call Nora Rainy in the School Financial Audit Department at 512-463-9126 with any questions regarding budget item).

*Residential + Spec Ed weighted*

23. ~~Applicant needs to provide a draft of a board policy for the admission of students eligible for a Public Education Grant (PEG) transfer.~~

*Need unless revised geo. info to*

24. Other concerns

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*= facility*

~~need statement that they will be treated~~

~~PEG on same basis as other students~~

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

Name of Proposed Charter School: TX Serenity Whitehurst Res. T.C.

Legal Review:

Governing Board Specified OK ✓

Geographic bounds Need to define bounds as facility  
not county

Admission policy OK ✓ if nothing ↑

Church/State NA ✓

Special Education Need all

Facility agreement sufficient OK ✓

Non-profit/IRS status OK ✓

Tax Return OK new

Reviewer/date

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

Name of Proposed Charter School: Jivay Serenity White House

Checklist of requirements:

           Two copies of application

0

Two original signatures on Assurances

           Evidence of parental/community support

           Litigation history

\*

Policy for Peg Students

+ SPED Discipline

+

SPED Transportation

**NOTES:**

+ - see legal notes

\* - see notes on Serenity Bayshore

Special Ed + related services not addressed

Reviewed By:           

Date: 8/28/94

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

Name of Proposed Charter School: Texas Serenity White House

Programmatic Review:

TEKS ch p 13  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAAS ch  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Church/State mf  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Review/date

**TEXAS SERENITY ACADEMY, INC.**

**CORPORATE BOARD OFFICERS**

**DON JOHNSON**  
**16630 TORRINGTON COURT**  
**HOUSTON, TEXAS 77379**  
**PHONE: ( 281 ) 370 - 5944**

**PRESIDENT**

**HAGMON SIMMONS**  
**100 HOLLOW TREE LANE**  
**# 2051**  
**HOUSTON, TEXAS 77090**  
**PHONE: ( 281 ) 880 - 9925**

**VICE - PRESIDENT**

**MARIO WATKINS**  
**3201 NORTH FRAZIER**  
**CONROE, TEXAS 77301**  
**PHONE: ( 409 ) 441 - 2185**

**SECRETARY / TREASURER**

**TEXAS SERENITY ACADEMY**

**SCHOOL BOARD OFFICERS:**

**CREDENTIALS and STATEMENT COVERING**

**LIGATIONS and CRIMINAL HISTORIES**

**Judge Thurman Bartie  
Justice of the Peace, Precinct 8  
Jefferson County  
525 Lakeshore Dr.  
Port Arthur, Texas 77640**

**President**

**Audrey McDowell  
Director of Nurses  
University of Texas Medical Branch  
Pam Lyncher State Jail  
719 South 7th Street  
Conroe, Texas 77301**

**Vice - President**

**Lizzy Hargrove  
Coordinator, K.E.Y.S.  
( Keeping Educating Your Self )  
2246 Del Monte  
Houston, Texas 77019**

**Secretary**

**J. R. Richardson  
Federal Sales Representative  
Dell Computer  
One Dell Way  
Round Rock, Texas 78682**

**Treasurer**

LIZZY HARGROVE

2246 DEL MONTE

Houston, Texas 77019

Home: (713) 521-9995 Fax: (713) 521-3999  
Mobile (713) 501 2394

e-mail :

17 April 1998 - received the George W. Bush, 1997, Texas Department of Criminal Justice, Volunteer of the Year award in Dallas, Texas

**EXPERIENCE**

1998 - Present Coordinator of the K.E.Y.S. (Keep Educating Yourself) Project. The program is designed to use computer based literacy software to teach basic education to residents in correctional facilities, halfway houses and parole offices. The Intermediate Sanction Facility will remain a READ Commission demonstration site.

1995 - 1998 The Houston READ Commission Homeless Project Coordinator overseeing life skill instructors, as well as Americorps members, working as literacy instructors. Chosen "Outstanding Employee 1996" by the Commission's Board of Directors.

**LITERACY LIAISON**

The Literacy Liaison service offers literacy testing at day resource centers for men and women on parole, through the Department of Criminal Justice. One such program is "Women Against Recidivism," a first in Texas.

**TECHNICAL ASSISTANT**

Technical Assistant Services provided include, but are not limited to training of staff and volunteers in literacy programs and GED programs, referral of clients to training opportunities and curriculum development and/or acquisition.

**PROJECT COORDINATOR**

As Project Coordinator, the Commissions liaison is a member of the Coalition for the Homeless, The United Way Information and Referral System Council and The National Hispanic Council, Elder Service Providers Network / The United Way and The Community Participatory Council of The Texas Department of Criminal Justice Parole Division.

1994 CHILD PROTECTIVE SERVICES, Houston Texas  
Casework training

1993 - 1994 "WIC" - WOMEN-INFANTS-CHILDREN, Houston, Texas  
Health Program Specialist with WIC, which is part of the City of Houston Health Department. Responsibilities for WIC, which is a supplement program for pregnant and breast-feeding women and children birth through five years old, include certification, clinic assistant, card pick up, data entry, dietary evaluation and nutrition education.

1984 - 1993 COMPASS SOCIAL SERVICES, Houston, Texas

One of three counselors with Compass, a non-profit agency designed to give aid and comfort to the homeless with emphasis on employment, empowerment and lifestyle management. Responsibilities included casework, crisis intervention and networking with city agencies.

1982 FIRST PRESBYTERIAN CHURCH, Houston, Texas  
Taught and coordinated classes for the "School of Christian Living".

1971 - 1974 JANOWSKI ELEMENTARY SCHOOL, Houston, Texas  
Kindergarten Teacher.

#### OTHER

1983 - 1986 TABLE TOP THEATER - Designed theatrical decorations for local charity functions and galas

1979 - 1981 LOVE LIZZY - Owner of an antique garment art shop

1975 - 1981 PROFESSIONAL MODEL, Houston, Texas

#### COMMUNITY SERVICE

Planned Parenthood - Clinic Volunteer (1993-1994)  
"Meals on Wheels" Volunteer (1993)  
"Life/Houston" - "Highrisk" Baby Nutrient Program - Intake Volunteer (1993)  
Juvenile Probation - Intake Volunteer (1983-1985)  
Pediatric Intensive Care Unit, Hermann Hospital - Support Volunteer (1984 -1985)  
Hotline Volunteer for W.I.R.E.S. - Houston Area Women's Center (1987-1989)  
Mission Outreach Committee - Christ Church Cathedral (1987)  
Program Committee for Houston Metropolitan Ministries (1986)  
Advisory Board for Houston Guardian Angels (1986-1988)  
Administrator of Junior League of Houston's "Special Events" (1986)  
Chairwoman for the Glassell Museum Art School fund raiser (1985)  
Compass Board of Directors (1984-1993)  
Chairwoman for opening of Hanna Barbera Park (1985)  
Program Committee for "Covenant House" (1986-1988)  
Articles featured in the following Houston publications: Houston Home & Garden, Houston City Magazine, Houston Clubber, Texas Magazine, The Houston Post, The Houston Chronicle, and Ultra Magazine

#### EDUCATION

North Texas State University, Denton, Texas  
Bachelor of Elementary Education

# JAMES L. RICHARDSON III

**Permanent:** 16706 Capewood,  
Humble, TX 77392  
(713) 454-5422

**Current:** 3005 Feathercrest Dr.  
Austin, TX 78728  
(512) 246-0077

**OBJECTIVE:** To utilize computer software & hardware skills in the government or fortune 500 sectors.

**PROFILE:** Demonstrated leadership skills have been in the community and in my work activities. Recognized by supervisors and associates for good skills in communicating with people at all levels in a professional manner under favorable and unfavorable conditions; organization of time, people and projects/budgets; analysis with problem solving skills; and a dedication to follow through of responsibilities and objectives of the organization.

**EDUCATION:** Lamar University, Beaumont, Texas

- Bachelor of Arts & Science
- Career Related Course Work
- Criminal Justice Sports Medicine • Engineering

**EXPERIENCES:** Dell Computer Corporation

Austin, Texas

1994-Present *Sales Representative II-Government Sales*

- Configure hardware systems specific for government agencies and contractors
- Maintain and develop current federal and reseller accounts
- Maintain a good rapport with the Account Executives and forecast planning
- Attend national trade shows
- Attained an average of 138.5% revenue for fiscal 96 and 135.6% in fiscal 97.
- Ranked 7 out of 26 in Fy 96 and 7 out of 49 in Fy 97
- 100% Club - 12 cosecutive quarters

*Circle of Excellence FY97 (Presidents Club)*

1993- 1994 *Senior Sales Representative-Dell Direct*

- Configure hardware systems for businesses & recommend network solutions.
- Establish customer relationships with appropriate personnel such as MIS Managers, management and personal end-users.
- Maintain and report on sales activities such as, lost sales and leasing to identify buyer/ buying influences.
- Maintain awareness of market conditions and competitors' products and pricing.
- Completed Aclivius Corporate Sales Training Program -- BASE, Strategic Sales Presentation, Advanced Sales Negotiations & Territory Planning Management Sales.

LAMAR UNIVERSITY, Beaumont, Texas,

- Student Manager of Lamar Setzer Student Center Information 1985-1988

**NATURAL GAS PIPELINE**

Computer Operator ,1985-1987

**ACHIEVEMENTS:** *SOUTH LAND CONFERENCE CHAMPION IN TRACK*, 1985-1988

*KAPPA ALPHA PSI, INC.* 1988-Present (life member)

Local chapter- Board of Directors, Fund Raiser Chairperson 1994-1996

National level- Texas representative on the Board of Directors 1995-

Vice President of Texas Organized Professionals (TOPS) 1995-96

**REMARKS:** Enjoy golf, running, basketball, softball, flag football.

## **RHONDA MANUEL**

4846 Gypsy Forest Dr.  
Humble, Tx. 77346

(281) 812-4982  
rhonda.f.manuel@us.arthurandersen.com

### **EDUCATION**

**North Carolina State University, Raleigh, NC**  
Master of Accounting, August, 1998  
GPA: 3.20 / 4.00 overall, 3.20 / 4.00 in major

**North Carolina State University, Raleigh, NC**  
Accounting non-degree  
August 1993 to December 1996  
GPA 3.10/4.00

**Texas A & M University, College Station, TX**  
B.S. Business Administration  
August 1984 to May 1989

**Computer Skills:** MicroSoft Word, Wordperfect, TurboTax, Quicken, and DacEasy

Accounting course work: Advanced Tax, Financial, Managerial, Auditing, Tax Research, Computer Technology in Accounting, and Leadership in Management.

### **EXPERIENCE**

**Arthur Andersen, LLP, Houston, Texas, September 1998 - Present**  
Tax Accountant

**Finance Coordinator, NC Division of Emergency Management, Raleigh, NC, July 1997 to Present, 30 hrs/wk**  
Responsible for the reconciliation of all financial disbursements made from disaster grant programs. Coordinate and conduct internal audits required to ensure compliance. Provide direct technical assistance during federal and state audits.

**Public Assistance Officer, NC Division of Emergency Management, Raleigh, NC, September 1996 to July 1997, 40 hrs/wk**  
Responsible for the administration and accounting of over \$500 Million in federal and state funds to governmental entities in the disaster recovery program. Direct supervision in the daily activities of over 25 employees.

**Grants Manager, NC Division of Emergency Management, Raleigh, NC, Feb 1990 to September 1996, 40 hrs/wk**  
Assisted in the implementation of the disaster recovery program. Responsible for over 50 applicants. Maintained direct communication between the applicant and the Public Assistance Officer regarding eligibility and/or payment concerns.

Advanced from temporary employee to a management position at NC Emergency Management, while attending school part-time. Consistently received commendations on management and team-work abilities by upper-management and peers.

**ACTIVITIES/HONORS**

Academic Achievement Award; National Association of Black Accountants; Accounting Society.

**Due Process and Services for Expelled Students in the Least Restrictive Environment (LRE) Texas Serenity Academy will comply with the statutes in accordance with Chapter 37 of the Texas Education Code. (See attached explanation on rights and procedural safeguards of a parent with a child with disabilities in school).**

**Public Education Grant**

**Students attending Texas Serenity Academy are placed by the courts and probation departments. Therefore, this negates a need for admission policies for students that might be eligible for public education grant transfer.**

**TEXAS SERENITY WHITE HOUSE  
3201 NORTH FRAZIER  
CONROE, TEXAS 77301  
TELEPHONE: (409) 788-2196**

**James L. Acker  
Director / Principal**

**Fax: (409) 788-2185  
Pager: (713) 616-2471**

---

**Texas Serenity Academy is an equal opportunity academy. The academy's acceptance policies will be open to all students without exceptions. In accordance with the Individuals with Disabilities Act (IDEA) Sec. 12.103, all students will be allowed to attend the school. In accepting students with disabilities, Texas Serenity Academy assures that student with disabilities requiring transportation will not experience difficulties because students attending the academy will be residents of the Texas Serenity White House RTC. If for any reason the students are required to travel, arrangements for appropriate transportation will be made available.**

**To assure that each student attending Texas Serenity Academy receives an appropriate education, teachers specializing in handling students with disabilities to include special education teachers will be available. This action will be taken to assure that each student is provided with an appropriate education as required by Texas Law IDEA Sec. 12.301.**

**TEXAS SERENITY WHITE HOUSE  
3201 NORTH FRAZIER  
CONROE, TEXAS 77301  
TELEPHONE: (409) 788-2196**

**James L. Acker  
Director / Principal**

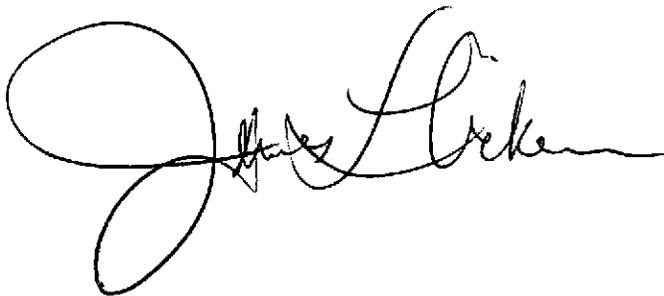
**Fax: (409) 788-2185  
Pager: (713) 616-2471**

---

**Dr. Deborah Havens  
Texas Education Agency  
Charter Schools Division**

**Dear Dr. Havens,**

**As of September 2, 1998, there are no litigations pending or otherwise against any of the board member, officer or Texas Serenity Academy, Inc.**

A handwritten signature in cursive script, appearing to read "James L. Acker". The signature is written in black ink and is positioned in the lower-left quadrant of the page.

**TEXAS SERENITY WHITE HOUSE  
3201 NORTH FRAZIER  
CONROE, TEXAS 77301  
TELEPHONE: (409) 788-2196**

**James L. Acker  
Director / Principal**

**Fax: (409) 788-2185  
Pager: (713) 616-2471**

---

**The Texas Serenity Academy is located within the city limits of Conroe, Texas, at 3201 North Frazier, Conroe Texas in the boundaries of zip code 77301. The educational responsibilities are covered under Conroe Independent School District boundaries.**

A handwritten signature in black ink, appearing to read "James L. Acker". The signature is fluid and cursive, with a large initial "J" and "A".

**TEXAS SERENITY WHITE HOUSE  
3201 NORTH FRAZIER  
CONROE, TEXAS 77301  
TELEPHONE: (409) 788-2196**

**James L. Acker  
Director / Principal**

**Fax: (409) 788-2185  
Pager: (713) 616-2471**

---

**In accordance with Texas special education programs, Texas Serenity Academy will comply with the statutes as stipulated under these services:**

**Child Find**

**The students will be evaluated under Child Find by utilizing records provided by the courts and juvenile probation departments. Because these students are placed in the facility by the courts, all records pertaining to educational and other disabilities are included in the students record package. The academy will utilize these records to assist with their evaluations. Those students who are identified with disabilities that have not been identified by previous schools or probation departments will be assessed according to TEC 29.004, parent/student information, teacher observation and reports and referral to ARD'S Committee for a comprehensive individual assessment.**

**Admission, Review and Dismissal Committee (ARD) and Free and Appropriate Public Education (FAPE)**

**Students accepted into Texas Serenity Academy will be recommended by Texas Serenity White House RTC. These students are previously enrolled in psychological and drug and alcohol counseling programs. The students will be assessed in accordance with 19 TAC 89.1015, 89.1020, 89.1025, 89.1045, and 89.1110. Student assessment will be done utilization of the Local Education Agency instruments. This will be carried out by holding interviews with school personnel, community programs, home language surveys (HLS), Comprehensive Individual Assessment (CIA) and other entities or persons who are part of the LEA's child find initiations.**

**Individualized Education Plan (IEP)**

**Students accepted into Texas Serenity Academy will be assessed with assessment instruments such as WRAT 3 and other instruments in accordance with TEC 29.005 and 30.004.**

## ASSURANCES

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

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

- (7) The governing body of the school is considered a governmental body for purposes of Chapters 551 and 552, Government Code, and will comply with those requirements of state statute.
- (8) The employees and volunteers of the open-enrollment charter school are held immune from liability to the same extent as school district employees and volunteers under applicable state laws.
- (9) The open-enrollment charter school will ensure that any of its employees who qualify for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the charter will be responsible for making any contribution that otherwise would be the legal responsibility of the school district, and will ensure that the state makes contributions for which it is legally responsible to such employees.
- (10) The open-enrollment charter school complies with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
- (11) The open-enrollment charter school agrees to assist in the completion of an annual evaluation of the charter that includes consideration of:
  - students' scores on assessment instruments administered under TEC, Chapter 39, Subchapter B;
  - student attendance;
  - students' grades;
  - incidents involving student discipline;
  - socioeconomic data on students' families;
  - parents' satisfaction with their children's schools;
  - students' satisfaction with their schools;
  - the costs of instruction, administration, and transportation incurred by the open-enrollment charter; and
  - the effect of the open-enrollment charter on surrounding school districts and on teachers, students, and parents in those districts.
- (12) An assignment of the operation of the charter to another entity is a revision to the charter, and must be submitted to the State Board of Education for approval.
- (13) Charter schools will provide parents of prospective students with a one-page prospectus of the charter which includes, but is not limited to, information about staff qualifications and the instructional program.
- (14) The school will implement a policy to admit students eligible for a public education grant.

The following assurance must be included in all applications for an open-enrollment charter school under TEC § 12.1011(a)(2), the "75% Rule."

(15) The Charter School assures at least 75 percent of the prospective student population, as specified in the proposed charter, will be students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d), and the school will maintain, as a condition of its charter, the required percentage (75%) of students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d) each year as reported in the Public Education Information Management System (PEIMS), or relinquish its charter.

 8/31/98  
Signature of Chief Operating Officer of the School/ date

\_\_\_\_\_  
Signature of the Chair of the State Board of Education/ date

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

TRANSMISSION OK

TX/RX NO 1640  
CONNECTION TEL 94097882195  
SUBADDRESS  
CONNECTION ID  
ST. TIME 08/31 11:22  
USAGE T 04'20  
PGS. 4  
RESULT OK

*Texas Security*  
*Boyscho*

Texas Education Agency

**Charter Schools Division**

# Fax

To: *Charter Applicant* From: Dr. Deborah Havens

Fax: Fax: (512) 463-9732

Phone: Phone: (512) 463-9575

Date: *8/31/98*

Re: *Charter School Application* cc:

Urgent  Information Requested  For Review  Please Comment

• Comments:

*Please respond to this request ASAP.  
Note deadline: Thursday Noon  
September 3, 1998*

**TEXAS SERENITY WHITE HOUSE  
3201 NORTH FRAZIER  
CONROE, TEXAS 77301  
TELEPHONE: (409) 788-2196**

**James L. Acker  
Director / Principal**

**Fax: (409) 788-2185  
Pager: (713) 616-2471**

---

**Dr. Deborah Havens  
Texas Education Agency  
Charter Schools Division**

**Dear Dr. Havens,**

**In response to the fax for additional information received 8/31/98, I have assembled this information and am including it in this packet.**

**Information included is as follows:**

- 1. List of board members of sponsoring agency, officers ( with resumes ), and statements covering litigations and criminal histories.**
- 2. Evidence of parent/ community support.**
- 3. Two copies ( each ) of the Assurances, signed in blue ink.**
- 4. Description of geographic area to be served by zip codes, map of the city, boundaries of school district.**
- 5. Assurances that charter school will provide transportation for disabled students, when required by student's IEP, of employment of certified teaching personnel where required by law, and disciplinary procedures will follow guidelines of the IDEA.**
- 6. Clarification that special education services will meet all provisions required.**
- 7. Correction on estimation of state revenue.**
- 8. Board policy concerning Public Education Grant ( PEG ) transfer.**

## ASSURANCES

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

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

- (7) The governing body of the school is considered a governmental body for purposes of Chapters 551 and 552, Government Code, and will comply with those requirements of state statute.
- (8) The employees and volunteers of the open-enrollment charter school are held immune from liability to the same extent as school district employees and volunteers under applicable state laws.
- (9) The open-enrollment charter school will ensure that any of its employees who qualify for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the charter will be responsible for making any contribution that otherwise would be the legal responsibility of the school district, and will ensure that the state makes contributions for which it is legally responsible to such employees.
- (10) The open-enrollment charter school complies with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
- (11) The open-enrollment charter school agrees to assist in the completion of an annual evaluation of the charter that includes consideration of:
  - students' scores on assessment instruments administered under TEC, Chapter 39, Subchapter B;
  - student attendance;
  - students' grades;
  - incidents involving student discipline;
  - socioeconomic data on students' families;
  - parents' satisfaction with their children's schools;
  - students' satisfaction with their schools;
  - the costs of instruction, administration, and transportation incurred by the open-enrollment charter; and
  - the effect of the open-enrollment charter on surrounding school districts and on teachers, students, and parents in those districts.
- (12) An assignment of the operation of the charter to another entity is a revision to the charter, and must be submitted to the State Board of Education for approval.
- (13) Charter schools will provide parents of prospective students with a one-page prospectus of the charter which includes, but is not limited to, information about staff qualifications and the instructional program.
- (14) The school will implement a policy to admit students eligible for a public education grant.

The following assurance must be included in all applications for an open-enrollment charter school under TEC § 12.1011(a)(2), the "75% Rule."

- (15) The Charter School assures at least 75 percent of the prospective student population, as specified in the proposed charter, will be students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d), and the school will maintain, as a condition of its charter, the required percentage (75%) of students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d) each year as reported in the Public Education Information Management System (PEIMS), or relinquish its charter.

 8/31/88  
Signature of Chief Operating Officer of the School/ date

\_\_\_\_\_  
Signature of the Chair of the State Board of Education/ date

## ASSURANCES

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

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

- (7) The governing body of the school is considered a governmental body for purposes of Chapters 551 and 552, Government Code, and will comply with those requirements of state statute.
- (8) The employees and volunteers of the open-enrollment charter school are held immune from liability to the same extent as school district employees and volunteers under applicable state laws.
- (9) The open-enrollment charter school will ensure that any of its employees who qualify for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the charter will be responsible for making any contribution that otherwise would be the legal responsibility of the school district, and will ensure that the state makes contributions for which it is legally responsible to such employees.
- (10) The open-enrollment charter school complies with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.
- (11) The open-enrollment charter school agrees to assist in the completion of an annual evaluation of the charter that includes consideration of:
  - students' scores on assessment instruments administered under TEC, Chapter 39, Subchapter B;
  - student attendance;
  - students' grades;
  - incidents involving student discipline;
  - socioeconomic data on students' families;
  - parents' satisfaction with their children's schools;
  - students' satisfaction with their schools;
  - the costs of instruction, administration, and transportation incurred by the open-enrollment charter; and
  - the effect of the open-enrollment charter on surrounding school districts and on teachers, students, and parents in those districts.
- (12) An assignment of the operation of the charter to another entity is a revision to the charter, and must be submitted to the State Board of Education for approval.
- (13) Charter schools will provide parents of prospective students with a one-page prospectus of the charter which includes, but is not limited to, information about staff qualifications and the instructional program.
- (14) The school will implement a policy to admit students eligible for a public education grant.

The following assurance must be included in all applications for an open-enrollment charter school under TEC § 12.1011(a)(2), the "75% Rule."

(15) The Charter School assures at least 75 percent of the prospective student population, as specified in the proposed charter, will be students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d), and the school will maintain, as a condition of its charter, the required percentage (75%) of students who have dropped out of school or are at risk of dropping out of school as defined in TEC Section 29.081(d) each year as reported in the Public Education Information Management System (PEIMS), or relinquish its charter.

 8/31/82  
Signature of Chief Operating Officer of the School/ date

\_\_\_\_\_  
Signature of the Chair of the State Board of Education/ date

In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 63 pages have been withheld. A sample page of the withheld documents follows this notice.

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

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

**TEXAS SERENITY WHITEHOUSE  
3201 FRAZIER  
CONROE, TEXAS 77301  
PHONE: ( 409 ) 788 - 2196  
FAX: ( 409 ) 788 - 2195**

**Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701**

Dear Sir(s) or Madam(s),

I am writing in support of the Texas Serenity Whitehouse's Open-Enrollment Charter School application. I believe that the Texas Serenity Academy program will be of tremendous benefit to the community, and to Conroe I.S.D.'s educational program by combing the efforts of the drug and alcohol treatment program it offers along with the educational program to result in a better outcome for our children.

Texas Serenity serves children from throughout the state at it's 17.5 acre facility located in the Conroe area.

The children to be served by the Open-Enrollment Charter School, both those residing at Texas Serenity Whitehouse, and those who may be attending from the Conroe Independent School District, have histories of academic under achievement that may be related to emotional or learning disabilities as well as drug and alcohol abuse or social difficulties that have compromised their ability to profit from public school educational offerings. Literacy and academic proficiency is fundamental as building blocks in developing and constructing a successful career and life.

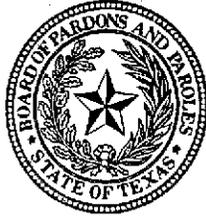
As a parent, guardian or representative of this community, I believe that the Texas Serenity Academy Open-Enrollment Charter School will serve the needs of the children and the community and will provide a valuable asset to the educational arena.

Name

Date

Address

Telephone number



**STATE OF TEXAS**  
**BOARD OF PARDONS AND PAROLES**

**Gerald Garrett**  
Board Member

July 14, 1998

Texas Education Agency  
1701 North Congress Avenue  
Austin, Texas 78701

Dear Sir (s) or Madam (s),

I am writing in support of the Texas Serenity Whitehouse's Open-Enrollment Charter School application. I believe that the Texas Serenity Academy program will be of tremendous benefit to the community, and to Conroe I.S.D.'s educational program by combing the efforts of the drug and alcohol treatment program it offers along with the educational program to result in a better outcome for our children.

The children to be served by the Open-Enrollment Charter School, both those residing at Texas Serenity Whitehouse, and those who may be attending from the Conroe Independent School District, have histories of academic under achievement that may be related to emotional or learning disabilities as well as drug and alcohol abuse or social difficulties that have compromised their ability to profit from public school educational offerings. Literacy and academic proficiency is fundamental as building blocks in developing and constructing a successful career and life.

Texas Serenity serves children from throughout the state at its 17.5-acre facility located in the Conroe area. I have had the opportunity to visit the program and interact with the youth. As a twenty-year veteran in the state's adult criminal justice system, I urge complete support of community based intervention programs such as the Texas Serenity Whitehouse. Please feel free to contact me for further discussion, as you deem appropriate.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Garrett", is written over a horizontal line. The signature is stylized and cursive.

Gerald Garrett

GG:rkb  
File

212

404-988-2195

Dear Proposed Charter School Applicant:

September 8, 1998

After review of the addendum to the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application remains incomplete. Your application is not eligible for consideration by the State Board of Education until this document is signed and returned to the Texas Education Agency. The signed document must be faxed to the attention of Brooks Flemister at (512) 463-9732 by no later than 12:00 p.m. Wednesday, September 9, 1998.

**ADDITIONAL ASSURANCE(S)**

I certify that the charter school will admit students eligible for a Public Education Grant (PEG) transfer on the same basis it admits students who reside within the geographic area served by the charter school.

I certify that the budget for the charter school will be revised as directed by the Audits Division, Texas Education Agency, before the school begins operation.

I certify that the proposed charter school will admit and fully serve eligible students with disabilities. The charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Further, certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

I certify that the geographic area to be served by the charter school will be defined as the property boundaries of the Texas Serenity Whitehouse residential facility.

On behalf of TEXAS SERENITY ACADEMY, INC. (sponsoring entity for Texas Serenity Whitehouse Academy Charter School), I, JAMES L. ACKER (name of chief operating officer) certify that I have read the foregoing assurance(s) and agree to each and every term and obligation expressed therein.

I further represent that I have been properly delegated authority to sign this document.

James L. Ackers  
Chief Operating Officer

Signed on this 7<sup>th</sup> day of September 1998

213

11-2195

Dear Proposed Charter School Applicant:

September 8, 1998

After review of the addendum to the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application remains incomplete. Your application is not eligible for consideration by the State Board of Education until this document is signed and returned to the Texas Education Agency. The signed document must be faxed to the attention of Brooks Flemister at (512) 463-9732 by no later than 12:00 p.m., Wednesday, September 9, 1998.

**ADDITIONAL ASSURANCE(S)**

The charter school will, before it begins operation, establish performance levels for students served by the proposed open-enrollment charter school on the assessment instruments adopted under Chapter 39, Subchapter B, including the Texas Assessment of Academic Skills.

I certify that the charter school will admit students eligible for a Public Education Grant (PEG) transfer on the same basis it admits students who reside within the geographic area served by the charter school.

I certify that the budget for the charter school will be revised as directed by the Audits Division, Texas Education Agency, before the school begins operation.

I certify that the proposed charter school will admit and fully serve eligible students with disabilities. The charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Further, certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

I certify that the geographic area to be served by the charter school will be defined as the property boundaries of the Texas Serenity Academy Bayshore residential facility.

On behalf of TEXAS SERENITY ACADEMY, INC. (sponsoring entity for Texas Serenity Academy Bayshore Charter School), I, JAMES L. ACKER (name of chief operating officer) certify that I have read the foregoing assurance(s) and agree to each and every term and obligation expressed therein.

I further represent that I have been properly delegated authority to sign this document.  
James L. Ackers  
Chief Operating Officer

Signed on this 7<sup>th</sup> day of September, 1998

214

**THE WHITEHOUSE  
3201 N FRAZIER  
CONROE, TEXAS 77303  
409-788-2196 OFFICE  
409-788-2195 FAX**

# Fax

To: TEA From: James Ackee, Dir. of EA.

Fax: (512) 463-9732 Pages: 3

Phone: (409) 788-2196 Date: 9/7/98

Re: ASSURANCE(S) CC:

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

Dear Proposed Charter School Applicant:

September 8, 1998

After review of the addendum to the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application remains incomplete. Your application is not eligible for consideration by the State Board of Education until this document is signed and returned to the Texas Education Agency. The signed document must be faxed to the attention of Brooks Flemister at (512) 463-9732 by no later than 12:00 p.m. Wednesday, September 9, 1998.

**ADDITIONAL ASSURANCE(S)**

I certify that the charter school will admit students eligible for a Public Education Grant (PEG) transfer on the same basis it admits students who reside within the geographic area served by the charter school.

I certify that the budget for the charter school will be revised as directed by the Audits Division, Texas Education Agency, before the school begins operation.

I certify that the proposed charter school will admit and fully serve eligible students with disabilities. The charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Further, certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

I certify that the geographic area to be served by the charter school will be defined as the property boundaries of the Texas Serenity Whitehouse residential facility.

On behalf of \_\_\_\_\_ (sponsoring entity for Texas Serenity Whitehouse Academy Charter School), I, \_\_\_\_\_ (name of chief operating officer) certify that I

have read the foregoing assurance(s) and agree to each and every term and obligation expressed therein.

I further represent that I have been properly delegated authority to sign this document.

\_\_\_\_\_  
Chief Operating Officer

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 1998

Dear Proposed Charter School Applicant:

September 8, 1998

After review of the addendum to the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application remains incomplete. Your application is not eligible for consideration by the State Board of Education until this document is signed and returned to the Texas Education Agency. The signed document must be faxed to the attention of Brooks Flemister at (512) 463-9732 by no later than 12:00 p.m. Wednesday, September 9, 1998.

**ADDITIONAL ASSURANCE(S)**

The charter school will, before it begins operation, establish performance levels for students served by the proposed open-enrollment charter school on the assessment instruments adopted under Chapter 39, Subchapter B, including the Texas Assessment of Academic Skills.

I certify that the charter school will admit students eligible for a Public Education Grant (PEG) transfer on the same basis it admits students who reside within the geographic area served by the charter school.

I certify that the budget for the charter school will be revised as directed by the Audits Division, Texas Education Agency, before the school begins operation.

I certify that the proposed charter school will admit and fully serve eligible students with disabilities. The charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Further, certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

I certify that the geographic area to be served by the charter school will be defined as the property boundaries of the Texas Serenity Academy Bayshore residential facility.

On behalf of \_\_\_\_\_ (sponsoring entity for Texas Serenity Academy Bayshore Charter School), I, \_\_\_\_\_ (name of chief operating officer) certify that I

have read the foregoing assurance(s) and agree to each and every term and obligation expressed therein.

I further represent that I have been properly delegated authority to sign this document.

\_\_\_\_\_  
Chief Operating Officer

217

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 1998

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

TRANSMISSION OK

TX/RX NO 1860  
CONNECTION TEL 94097882195  
SUBADDRESS  
CONNECTION ID  
ST. TIME 09/08 13:51  
USAGE T 02'31  
PGS. 2  
RESULT OK

909-988-2195

Dear Proposed Charter School Applicant:

September 8, 1998

After review of the addendum to the open-enrollment charter school application submitted by your organization, staff of the Texas Education Agency has determined that your application remains incomplete. Your application is not eligible for consideration by the State Board of Education until this document is signed and returned to the Texas Education Agency. The signed document must be faxed to the attention of Brooks Flemister at (512) 463-9732 by no later than 12:00 p.m. Wednesday, September 9, 1998.

**ADDITIONAL ASSURANCE(S)**

I certify that the charter school will admit students eligible for a Public Education Grant (PEG) transfer on the same basis it admits students who reside within the geographic area served by the charter school.

I certify that the budget for the charter school will be revised as directed by the Audits Division, Texas Education Agency, before the school begins operation.

I certify that the proposed charter school will admit and fully serve eligible students with disabilities. The charter school will provide transportation to a disabled student when required by the student's Individual Education Plan. Further, certified teaching personnel will be employed when required by law and disciplinary procedures will follow the guidelines of the Individuals with Disabilities Education Act.

I certify that the geographic area to be served by the charter school will be defined as the property boundaries of the Texas Serenity Whitehouse residential facility.

218

On behalf of \_\_\_\_\_ (sponsoring  
entity for Texas Serenity Whitehouse Academy Charter School), I,  
\_\_\_\_\_  
(name of chief operating officer) certify that I  
have read the foregoing assurance(s) and agree to each and every term and obligation

## CONTRACT FOR CHARTER

This contract is executed the 15 day of Oct 1998 between the Texas State Board of Education (the "Board") and Texas Serenity Academy (the "Charterholder") for an open-enrollment charter to operate a Texas public school.

### General

1. Definitions. As used in this contract:
  - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
  - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
  - "Agency" means the Texas Education Agency.
  
2. The Charter. This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-98-016; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
  
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
  
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school.
  
5. Term of Charter. The charter shall be in effect from October 15, 1998 through July 31, 2003, unless renewed or terminated.

6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

### Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 100 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:

- (a) Child Find. Charterholder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or contacting the charter school regarding enrollment, and must develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, Charterholder must develop and offer an individualized education plan appropriate to the needs of that student.
- (b) Free Appropriate Public Education. Charterholder must provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the charter school. If the program, staff or facilities of the charter school are not capable of meeting the needs of a particular child, Charterholder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charterholder must, at its own expense, place the child at an appropriate school.
- (c) Services to Expelled Students. Charterholder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons. This obligation to serve the child continues until the end of the school year.
- (d) Monitoring. The charter school's implementation of the laws governing education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Texas Education Agency; and others. This monitoring activity includes responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and will result in corrective actions imposed on Charterholder by these agencies for all discrepancies found.
- (e) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will, in addition, be subject to court supervision via litigation against Charterholder brought by individuals affected by the actions of the charter school. The cost of this litigation can be substantial.

Notice: These are only a few of the charter school's legal responsibilities in this area, included here for illustrative purposes only.

- 12. Student Performance and Accountability. Charterholder shall satisfy Subchapters B, C, D, and G of Chapter 39 of the TEC, and related agency rules, as well as the student performance accountability criteria stated in its application for charter. Charterholder shall annually provide in a manner and form defined by the commissioner a written evaluation of the charter school's compliance with the statements, assurances,

commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.

13. Criminal History. Charterholder shall take prompt and appropriate measures if Charterholder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charterholder further represents that the Board and the agency shall be notified immediately of such information and the measures taken.
14. Reporting Child Abuse or Neglect. Charterholder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charterholder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

#### **Financial Management**

17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. Unless otherwise notified by the agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the agency in the management and operation of the charter school.
19. Federal Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
20. Workers' Compensation. Charterholder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
21. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of

Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the agency not later than the 120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.

22. Attendance Accounting. To the extent required by the commissioner, Charterholder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charterholder shall report attendance data to the agency at six-week intervals or as directed by the agency.
23. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to execution of this contract by the board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charterholder shall transmit to the agency an amount equal to the requested refund. If Charterholder fails to make the requested refund, the agency may recover the overallocation by any means permitted by law, including but not limited to the process set forth in Section 42.258, TEC.
24. Tuition and Fees. Charterholder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.
25. Assets of Charter. Charterholder shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the charter school for any purpose other than operation of the charter school described in the charter.
26. Indebtedness of Charter. Charterholder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the charter school for any purpose other than operation of the charter school described in the charter.
27. Interested Transactions. All financial transactions between the charter school and (a) Charterholder; (b) an officer, director, or employee of Charterholder or of the charter school; or (c) a person or entity having partial or complete control over Charterholder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charterholder shall not transfer any asset of the charter or incur any debt except in return for goods or services provided for the benefit of the charter school at fair market value.

28. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

### Governance and Operations

29. Non-Profit Status. Charterholder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charterholder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
30. Records Retention and Management. Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
31. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
32. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
33. Disclosure of Campaign Contributions. Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
34. Indemnification. Charterholder shall hold the Board and agency harmless from and shall indemnify the Board and agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising

out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.

35. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.
36. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes.

#### Enforcement

37. Agency Investigations. The commissioner may in his sound discretion direct the agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in Sections 39.074 and 39.075, Subchapter D, Chapter 39, TEC or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.
38. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC or Chapter 29, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
39. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

**This Agreement**

40. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
41. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
42. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
43. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
44. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
45. Governing Law. In any suit arising under this contract, Texas law shall apply.
46. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 29 day of October, 1998.

Texas State Board of Education

Jack Christie  
By Dr. Jack Christie  
Chairman

Charterholder

Don R. Johnson  
By Don R. Johnson  
President