

Application Coversheet (Please type)

Name of Proposed School to open in Fall 2006: Crosstimbers Academy

Name of Sponsoring Entity: Brazos River School

Note: If the sponsoring entity is a 501(c)(3) nonprofit organization, the name must appear exactly as it appears in the Articles of Incorporation or any amendments thereto.

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

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

Chairperson of Governing Body of Sponsoring Entity: Gary Bender

Chief Executive Officer of Sponsoring Entity: Mike Thames

CEO/Superintendent of Proposed Charter School: Mike Thames

Name of Governing Body of Sponsoring Entity Member Who Attended an Applicant Conference:
Gary Bender, Mike Thames, Jason Bunting Date of Conference: January 11, 2005

Applicant Mailing Address (Not a P.O. Box): 716 Wooded Crest, Waco, TX 76712

Physical Address of Proposed Administrative Offices, if different from above: not yet identified

Physical Address of the Main Campus: not yet identified

Physical Address(es) of any Additional Campus(es): not yet identified

Contact Name: Mike Thames Contact Email address: brazosrcs@htcomp.net

Contact Phone #: (817) 648-2047 Contact Fax #: (817) 866-4307

Circle Grade Levels to be served: Maximum Enrollment: 350
(must include, by Year 3, at least one grade level where TAKS is administered)

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

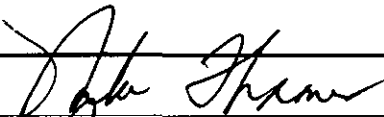
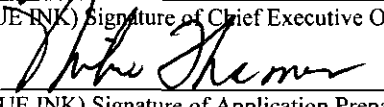
Year 2: Pre-K3 Pre-K4 K 1 2 3 4 5 6 7 8 9 10 11 12

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

Will all teachers at the school be required to be certified by the State Board for Educator Certification (SBEC)?

Yes No

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

	<u>2/23/05</u>	<u>Mike Thames</u>
BLUE INK) Signature of Chief Executive Officer of Sponsoring Entity	Date	Printed Name
	<u>2/23/05</u>	<u>Mike Thames</u>
(BLUE INK) Signature of Application Preparer	Date	Printed Name

With what company is the application preparer associated? n/a Was preparer paid?
 Yes No

701-04-034-017

Proposed Eleventh Generation Charter School Name

Sponsoring Entity Name

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

- Coversheet
- Table of Contents
- Applicant Checklist (this checklist) *not marked*

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

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

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

(See specific requirements for each attachment in the application.)

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

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

Name of Preparer (Typed)

Name of CEO of Sponsoring Entity (Typed)

Signature of Preparer

Date

Signature of CEO of Sponsoring Entity Date

23

SAS A529-05
RFA 701-04-034

Verified Conference Attendance
Date: 1/11/05

MM

[Handwritten signature]

AREAS	Information and Issues Identified
Number of Sites	<ul style="list-style-type: none"><li data-bbox="415 277 1692 343">• The proposed location for the charter school is in or around Weatherford, Texas. The physical address is not yet identified.

Approved during contingency process

**CROSSTIMBERS ACADEMY
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Applicant Checklist

Crosstimbers Academy

Proposed Eleventh Generation Charter School Name

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Brazos River School

Sponsoring Entity Name

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- Table of Contents
- Applicant Checklist (this checklist)

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Mike Thames

Name of Preparer (Typed)

 2/23/05
Signature of Preparer Date

Mike Thames

Name of CEO of Sponsoring Entity (Typed)

 2/23/05
Signature of CEO of Sponsoring Entity Date

Application for an Eleventh Generation Open-Enrollment Charter School

Items are to be arranged in the order indicated with pages numbered consecutively and indicated in the Table of Contents.

As you complete the application, please keep in mind the Criteria for Selection of an Open Enrollment Charter on Page 15, the Open-Enrollment Charter School Application Evaluation Form on Page 16, the selected portions of the Texas Education Code (TEC) and Texas Administrative Code (TAC) found in Appendix V, and other web pages and resources noted.

1. Statement of Need *(Scored by External Review Panel)*

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

Three of the four members of the sponsoring entity are serving as school administrators in traditional public schools. They witness first hand in their diverse communities the astounding need for alternative education programs - programs that are specifically designed to meet the needs of those students that are the most at-risk of not completing their high school education. It is a common misconception that large metropolitan areas have the greatest need for schools that can address these needs. Rural areas often have fewer avenues for students to explore in hope of finding a school where they can experience success. Within Parker County resides a large population of home-schooled students. While in the lower grades home-schooling may be a viable option, research indicates that 90% of those students home-schooled in grades 9-12 are 3.5 years behind their public school peers. Home-school parents find grades 9-12 increasingly difficult to teach because of their lack of or loss of knowledge needed to create a successful learning environment for their children.

Given each issue that affects the lives of young people today: violence, academic failure, family mobility, and teen pregnancy, the vast majority of practitioners and researchers believe that the best programs build on a youth's strengths rather than concentrating solely on his/her problems. Positive youth development requires that young people be offered the opportunity to express themselves, to think and reflect, and to contribute to their community. At the center of these beliefs is the value placed on allowing youth to grow and develop positive self-esteem.

Crosstimbers Academy gives the Parker County community a vehicle for providing services for adolescent youth in a non-traditional educational setting. At the center of the charter school is the task of creating high quality, innovative programming that is developmentally appropriate, promotes expanding learning opportunities, and fosters healthy behavior among young people. Communities participating in the initiative have an invitation to participate as a full partner in implementing the charter program. Characteristics, founded on a widely accepted list of critical elements for successful youth development, include quality staffing, effective partnerships, with a variety of community based organizations, and a connection between lifelong learning and the school day.

- b) Explain why the charter school model is appropriate.

The educational program flexibility provided in the charter school model allows Crosstimbers Academy to utilize the four primary instructional strategies that best meet the educational needs of its students: Community service, technology-based instruction, experiential learning, and small group instruction. Upon entry (any time during the school year), students work directly with a certified counselor to develop an individual education plan and personal graduation plan in cooperation with the parent, student, and site administrator. Instruction is individualized to fit the student's academic needs and

current ability levels. Crosstimbers Academy is structured utilizing two 4-hour sessions so that high school students can earn credit in academic areas while concentrating on only a few courses at a time, instead of the traditional six to eight courses. The schedule allows for short-term goal setting and concentration on one academic area. Along with the academic core, students also are enrolled in career-technology classes. Small group settings teach social skills, provide opportunities for hands-on learning in science and math, set up opportunities for group projects, and allow for community involvement through service learning and job shadowing. Every student will be provided opportunities to participate in challenge course activities and character training to help improve self-image and team building skills.

The term “community involvement” carries dual responsibility. Crosstimbers Academy will employ a diverse staff of adults in creating a caring and supportive environment for young people. Teachers, parents, young adults, youth, business, civic, religious, social and educational groups all play a role in making sure the charter choice reaches a growing number of young people. Adolescents attending the Charter School are engaged in meaningful activities that allow them to take on adult like responsibilities and become contributing members of their community.

At the heart of the program is youth development through service and learning. Learning happens when we connect something new with something that we already know. In many instances, most of what young people begin to connect is what they learn in school to their service experience and ultimately to their lives. This evolves to a higher level of problem solving that encourages them to begin connecting what they learn in class to the basic academic foundations representative of each course. An important part of the framework, the youth development principle is consistent with recognized youth development “best practice” models. These attributes present in the Crosstimbers Academy include:

- **Relationships with caring, supportive adults**
- **High expectations and clear standards**
- **Opportunities for contribution**
- **Engaging activities and continuity**

One of the more striking features of Crosstimbers Academy is that in addition to its explicit focus on the problem behaviors that it directly impacts, i.e. school success. Crosstimbers Academy also seeks to enhance participant’s competence in decision making, interacting with peers and adults and recognizing and handling their own emotions. There is evidence that these behaviors share a common underlying causal agent or alternatively that they share a common protective factor that is enhanced by program participation. Crosstimbers Academy’s program promotes the creativity, innovation, and accountability desired in charter schools.

2. Vision of the School (*Scored by External Review Panel*)

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

An Educational Framework

The school’s vision is supported by an educational framework that is central around John Dewey’s core practices: (1) All the work teachers and students do together must flow from student desire and concerns. (2) The role of the teacher must be that of collaborator and team leader and guide rather than boss. (3) The academic integrity of the work must be absolutely clear. (4) The work is characterized by student action, rather than passive receipt of processed information. (5) A constant feature of the process is its emphasis on peer teaching, small group work, and teamwork. (6) Field Based connections between the classroom work and surrounding communities and the real world outside the classroom are clear. (7) There must be an audience beyond the teacher for student work.

(8) As the year progresses, new activities should spiral gracefully out of the old, incorporating lessons learned from past experiences, building on skills and understandings that can now be amplified. (9) As teachers, we must acknowledge the worth of aesthetic experience, model that attitude in our interactions with students, and resist the momentum of policies and practices that deprive students of the chance to use their imaginations. (10) Reflection—some conscious, thoughtful time to stand apart from the work itself—is an essential activity that must take place at key points throughout the work. (11) The work must include unstintingly honest, ongoing evaluation for skills and content, and changes in student attitude.

This framework allows teachers to weave fragmented pieces of classroom life into an integrated whole, providing guidance in implementing mandated activities that do not fit together easily or well. In this process, a cohesive approach emerges to help teachers construct rich, meaningful, experience-based educational environments. When applied as *a way of thinking* rather than *a way of doing*, the core practices make the complexities of teaching decisions explicit and manageable.

Experiential Learning

Over half a century ago, Dewey expressed the belief that all genuine education comes through experience. Since then, many educators have struggled with the complex implications of that simply stated notion. Recognizing its complexity, Dewey advised using those cases in which we find there is a real development of desirable experiences to find out how this development took place and using this new understanding to guide our efforts at teaching and learning.

In the spirit of Dewey, desirable teaching and learning experiences for students enrolled in Crosstimbers Academy are used to develop and refine the framework of the school. Students are encouraged to utilize experiential learning in the community through service projects and through opportunities for field trips to explore science, geography, history, and ropes course challenges.

Active Learning, Audience, and Spiraling

The human mind is an organ relentlessly driven to make sense of its world. The most powerful learning experiences are those that engage learners in posing and solving problems, making meaning, producing products, and building understandings.

Another intersection of Dewey's theories and the charter school approach is purpose: For what purpose is the content to be learned? We call for an audience beyond the teacher that the learners want to serve or engage to affirm the work is important, needed, and worth doing. When audience is central, course content takes on new and deeper purpose.

Crosstimbers Academy emphasizes what Dewey referred to as the continuous spiral. There is a need for activities to be linked cumulatively, defining educative experiences as those that give rise to the learner's need to gather more facts, become more skilled, and use lessons learned in one experience as the basis for future experiences.

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

Crosstimbers Academy will utilize a instructional staff/pupil ratio of 1:10 to fully utilize an educational environment based on the individual student. In grades 9-10, the small class sizes enable the teachers to focus on "gaps" in each student's knowledge base in all subjects. The ability to fill these "gaps" and to advance to the next grade level at or near each student's "grade level" is the goal of each teacher. The core courses in grade 9 and 10 are taught by direct teach. The curriculum is aligned with the Texas Essential Knowledge and Skills (TEKS), filled with field-based learning opportunities, and covers the entire school year. Crosstimbers Academy uses this approach in grades

9 and 10 to ensure that by grade 11, students are on "grade level" and have the academic foundation to excel in the self-paced coursework offered in grades 11 and 12.

The TEKS-aligned, self-paced or accelerated coursework offered by Crosstimbers Academy will be utilized predominantly by 11th and 12th grade students. Most 11th and 12th grade students possess the maturity, self-discipline, and motivation to take full advantage of Crosstimbers Academy's TEKS-aligned, technology based curriculum to accelerate their high school education. Crosstimbers Academy will take measures that ensure that the 11th grade students are properly prepared to be successful on the exit level Texas Assessment of Knowledge and Skills (TAKS) test. Crosstimbers Academy will do this in part by offering English III and United States History as a combined course in which those students are prepared for the exit level English/Language Arts and History portions of the TAKS test. Science and Math coursework remediation or tutorials will be required for all students in preparation for their respective tests.

Crosstimbers Academy will offer "No Boundaries" classrooms in all core courses. The Crosstimbers Academy "Classroom" is defined as any setting where a common group of teens meet routinely over time. The concept of classrooms with "No Boundaries" will enable students at Crosstimbers Academy to experience learning in various real-world backgrounds and environments. Topics of curriculum will come from the core coursework as well as issues such as values, relationships with family and peers, life skills, job skills, and other relevant topics identified by the students, parents, faculty, and community. The collaboration with "experts" outside the traditional classrooms and the resulting technological presentations (video, slide) will enrich the learning process of all stakeholders. It is the intent of Crosstimbers Academy to utilize the "No Boundaries" concept to create win/win relationships between all stakeholders. The planned activities will create personal, family, community growth, and awareness of critical issues and topics that affect each party.

3. **Education Plan** (*Scored by External Review Panel*)

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

Crosstimbers Academy will utilize the Star-Spangled Skills Curriculum, a resource developed by the Charter School Resource Center of Texas, as a guide for grade level Texas Essential Knowledge and Skills (TEKS) tracking. In the Star-Spangled Skills Curriculum, the TEKS are incorporated into the scope and sequence in each subject area and grade level that Crosstimbers Academy will be serving (9-12). Individual teachers will utilize this resource as a guide for vertical and horizontal curriculum integration.

It is the goal of Crosstimbers Academy to serve special education students in the least restrictive environment. Special education students will follow the same scope and sequence in curriculum in all coursework, unless otherwise identified through the ARD process or the Individualized Education Plan (IEP).

Crosstimbers Academy anticipates that the district will have significantly less than the required 20 LEP students in the same grade level to require a bilingual program. However, should a bilingual program be required, due to enrollment, Crosstimbers Academy will implement a program that meets the requirements of 19 TAC 89.1210.

Revised during contingency process.
See insert.

AREAS	Information and Issues Identified
<p>Education Plan</p> <p><i>P. 14 of charter document "Education Plan"</i></p>	<p>Add to 3a) after the first paragraph ending "<i>horizontal curriculum integration.</i>"</p> <ul style="list-style-type: none"> • The Star-Spangled Curriculum includes all social studies, language arts, science, and math courses required for graduation. This document will be utilized as a guide for scope and sequence of core courses. The document was developed by Ms. Jimmie Driver of the Charter School Resource Center of Texas. • Multiple electives to be included, but not limited to, are as follows: Practical Writing, Creative Writing, Technical Writing, Psychology, Environmental Systems, Individual and Family Living, Child Development, Preparation for Parenting, Art I, Music I, Nutrition and Food Science, Apparel, Business Support Systems, Business Image Management and Multimedia, BCIS II, Telecommunications and Networking, and Diversified Career Preparation. <p>Add to 3b) after the paragraph ending "<i>at grade level.</i>"</p> <ul style="list-style-type: none"> • All students attending Crosstimbers Academy must complete at least 22 credits to receive a minimum high school program diploma. To receive a high school diploma, a student must complete the requirements of the minimum high school program, as specified by statutory law; the recommended high school program; or the distinguished achievement program; as well as the testing requirements for graduation. The sequence of courses established by Crosstimbers Academy will ensure that every student has received instruction in the areas that state law requires to be covered on the 11th grade exit-level test. In addition to the above graduation requirements, the SBOE mandates that students pass the 11th grade exit-level test, along with their courses, to receive a high school diploma. If students do not pass one or more parts of the test the first time taken, the students can take that part of the test again whenever it is given. Crosstimbers Academy will comply with all statutory and/or regulatory authority with respect to determining that an individual student has satisfied the requirements for graduation. Such compliance includes, but it not limited to, Subchapter B issued under the TEC, 7.102, 28.002, 28.023, 28.025, 29.054, and 38.003, or as these code sections may be amended in the future. <p style="text-align: center;"><i>Approved during contingency process</i></p>

For those students identified as Limited English Proficient, an ESL program will be provided that meets the state board requirements for program content and design at each grade level as sited in 19 TAC 89.1210.

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

Crosstimbers Academy will serve students in the 9th through 12th each student will be administered the TABE test for baseline assessment purposes. A personalized graduation plan (PGP) will be developed for all students in collaboration with all appropriate personnel or committee (ARD, LPAC). An Individual Education Plan (IEP) will be developed through conversation with all appropriate personnel, parents, and committee members for all students to help identify special needs, learning styles, and any academic deficiencies. The PGP and IEP will ensure that each student will be offered the required coursework in a coherent sequence to meet the requirements for graduation (TEC 28.025 and 19TAC Chapter 74, Subchapter B). All coursework offered will be aligned with the TEKS and additional remediation and tutorials will help ensure all students will be prepared to be successful on the appropriate state developed assessment (TAKS, SDAA) at grade level.

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

Padeia is a method of allowing a small class to identify individual interest in a subject and bring to the class discussion a level of knowledge that is different from student to student. This technique will provide opportunities for at risk students to begin to become a part of the learning process and still maintain their separate interest in the content.

Small group (1:10) coursework will make up the core classes in grades 9 and 10. These classes will be teacher-driven utilizing current state adopted textbooks, TEKS aligned, computer-based curriculum, field-based learning opportunities, and service projects. The small group enhances individualized instruction for the students regardless of achievement level or special needs of regular education, special education, 504, or LEP students. Teachers utilize peer tutoring, instructional aides, and certified reading specialists to meet the educational needs of the students. Student "gaps" in curriculum, individualized learning styles, and the need for a positive relationships can be better addressed in a small classroom environment.

Experiential Learning provides the faculty and students opportunities to make choices, even choices to participate. The idea of this process is to encourage students through real life learning opportunities that extend beyond the classroom. Experiential Learning activities will be incorporated into Crosstimbers Academy's "No Boundaries" classroom experiences which allows students to relate hands-on, field-based learning experiences to life outside the school environment. School-to-work skills learned as a result of this flexibility enhances personal growth and development for lifelong learning.

Community Service brings accountability and understanding of the dynamics of group and social relationships to the learning process. This will bring the students closer to understanding community needs and how they are a part of the problem or solution. Collaborating with community-based organizations help develop important "social skills" needed to be successful. Understanding cause/effect in our local communities increases the awareness of school-to work opportunities,

community strengths and weaknesses, and strategies for students to positively impact their community in the present and future.

Self-Paced technology-based Instruction enriches the learning process and provides the leveling agent between schools with unlimited resources and those that are lacking resources. This component will ensure students equitable access to unlimited resources as they work toward the process of learning new skills. Crosstimbers Academy will offer students access to the World Wide Web, unlimited resources to enhance day-to-day academic and personal challenges will be at their fingertips. The self-paced, TEKS-aligned, technology-based curriculum will primarily be offered to 11th and 12th grade students. All students, including those with special needs, will have the opportunity to accelerate or regain credit by the use of this dynamic, inter-active curriculum (OdysseyWare by Pathway Publishers). The program allows for a student to work at a pace that meets their individual capacity and learning style. It also allows the teacher to "customize" a curriculum to meet the needs of each student based on the pre-assessment component of the program. This allows the teacher to identify "gaps" or weaknesses in the areas of English/Language Arts and Math. The teacher may add additional coursework to the individual course to help the student review/reteach this identified weakness. A self-paced classroom will be monitored by a highly qualified teacher and a highly qualified paraprofessional aide so that Crosstimbers Academy maintains a 1:10 instructional staff to pupil ratio, resulting in individualized, self-paced instruction.

Revised during contingency process.
See insert.

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

~~Highly qualified teacher to student ratio will be 1:20
Highly qualified paraprofessionals will reduce the staff to student ratio to 1:10~~

~~This ratio is important when dealing with a largely at-risk population because students who have not known academic success need a one-on-one approach to coursework. These students need personalized attention to get back on-track and find success in their classes.~~

~~At Crosstimbers Academy, teacher driven classes (9th and 10th grade) will have a 1:10 teacher-to-student ratio. Self-paced classrooms (11th and 12th grade) will have a maximum of 1:20 teacher-to-student ratio. However, any self-paced classes with over 10 students will have an additional highly qualified paraprofessional instructional aide which will reduce the ratio. It is the goal of Crosstimbers Academy to schedule no more than 20 students in any one classroom.~~

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

Crosstimbers Academy will offer its students a unique curricular experience through innovation and creativity. The low teacher/student ratio allows a closer relationship to be developed between staff and student. The opportunity for a student to work toward credit recovery or early graduation during a four hour instructional day is attractive to at-risk students who may have to work to survive. Through the "No Boundaries" classroom and community service projects, students will relate school to work experiences and knowledge before and after graduation. The students will be prepared for higher education opportunities at the university, college, technical and trade school level because of the self-paced academic experience where the responsibility of course completion lies solely on the shoulders of the student. The cross-curricular integration of English III and United States History taught together during one class period enhances a deeper understanding and importance of our American Heritage. Crosstimbers Academy's rural setting encourages outdoor academic experiences that educates students on opportunities or outlets to relieve the tremendous stress on today's youth. Crosstimbers Academy will also offer a Diversified Career Preparation Program as an elective and a means of earning elective credit while learning career strategies in the classroom and on the jobsite. This

p. 15 c) Add to end of fifth paragraph ending "*self-paced instruction*".

- OdysseyWare by Pathway Publishers will allow students to accelerate or regain credit by computer-based, TEKS aligned, self-paced curriculum. Individualized student course completion goals are established and programmed into a "Completion Calendar". This monitors a student's progress on a day-to-day basis in order to meet the goals of mastering TEKS objectives and course completion in the desired timeframe. Appropriate quality controls are in place so that the reduced instructional time by acceleration does not affect the learning process in that NCLB "Highly Qualified" teachers and instructional aides closely monitor and assist students in all areas, not only as support, but also to challenge students in their respective coursework.
- Students with disabilities that need assistive technology devices will be able to utilize OdysseyWare because the curriculum is user friendly and students that can master basic typing and computer skills are able to utilize the computer-based curriculum. Individualized instruction engaged by 10/1 student-teacher ratio compliment the utilization of this computer-based curriculum.

Approved during contingency process

AREAS	Information and Issues Identified
Teacher Student Ratio	<p>Replace page 16 d) with the following:</p> <ul style="list-style-type: none"> • Crosstimbers Academy will work to maintain a highly qualified (NCLB criteria) teacher-student ratio in self-paced classes (11th and 12th grade) to be 1:20. Highly qualified (NCLB criteria) paraprofessionals will reduce the staff to student ratio to 1:10 in those classes. 9th and 10th grade classes will have a 1:10 highly qualified (NCLB criteria) teacher to student ratio. • The ratio is important when dealing with a largely at-risk population because students who have not known academic success need a one-on-one approach to coursework. These students need personalized attention to get back on-track and find success in their classrooms.

Approved during contingency process

program is designed for working students in grades 11 and 12, and it is very successful in job preparation.

The school culture at Crosstimbers Academy will be unique in itself. A caring, nurturing environment based on respect and responsibility, staffed by a highly qualified professionals, promotes genuine interest from students. The various methods in which the Texas Essential Knowledge and skills based curriculum is delivered is designed to stimulate the student's interest in education. A strong alliance between the school and businesses and community-based organizations will promote unique educational opportunities.

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

Crosstimbers Academy will not offer a "gifted and talented program" for its students. Due to the nature of the curriculum and the methods of delivery of instruction, all students will be challenged to reach their full potential on an individual basis.

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

Crosstimbers Academy will not offer athletics as a student activity. The cost of such programs would greatly reduce the effectiveness of the academic program at Crosstimbers Academy.

Crosstimbers Academy will offer students the opportunity to become community liaisons. These students will be elected by their peers and will be approved by the CEO. They will serve as information gatherers and spokespersons for the school and the represented community. They will be responsible for updating information, community events, school projects, etc. to be distributed by the school newsletter or website. Crosstimbers Academy will also be involved in the National Honor Society and will hold elections for student council. Activity coordinators will be identified and will be responsible for all school activities (prom, senior trip, graduation, senior supper, open house). Leadership development will be a common strand throughout each school day at Crosstimbers Academy. Students and staff at Crosstimbers Academy will work in preparation to compete in the University Interscholastic League Academic events held during the Spring of each year. Many students will be artistically or musically-inclined, both of which are outlets for stress, frustration, and personal identity. Crosstimbers Academy will work in promoting clubs or activities that will help organize and develop aptitude in these areas.

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

Community-based organizations such as Star-Council and North Central Texas Workforce have been active in existing charter schools in the Region XI service area. These organizations will extent their services to Crosstimbers Academy for drug awareness, counseling, seminars, job shadowing, and job skills training. Partnerships that will develop include TX Dot Adopt-A-Highway, Meals-On-Wheels, Senior Citizen Center, and Department of Human Services. These entities will offer activities for student involvement in the community and at school. Crosstimbers Academy will partner with Weatherford College and Hill College to offer concurrent college classes, both academic coursework and vocational courses such as classes in auto repair, auto body, nursing, cosmetology, etc. Local businesses will also be contacted in the development of partnerships to be used as a funding source, job shadowing activities, and guest speakers.

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

Revised during contingency process.
See insert.

Upon enrolling in Crosstimbers Academy all students will participate in the following academic assessment procedures:

1. Student Academic records (AAR, report card, TAKS results, ARD documents) will be analyzed by counselor, administration, and special education diagnostician if needed;
2. Credit Checklist started – A list comprised of all required coursework for graduation under minimum, recommended, or distinguished plans;
3. Students identified as special education – transfer ARD to determine temporary placement;
4. Test of Adult Basic Education (TABE) administered to all students (used as a baseline level, test indicates approximate grade level achievement);
5. Grade level pre-test in English/Language Arts and Math – OdysseyWare curriculum (identifies “gaps” in previous grade level curriculum);
6. Personal Graduation Plan and Individualized Education Plan developed.

The analysis of all received data including the individual breakdown of previous TAKS/SDAA results and the results of the TABE and ELA/Math pre-test will be used to determine baseline achievement levels in ELA/Math. These results will be utilized to design or customize a curriculum in the area of weaknesses that will enable the teacher and student to fill the “gaps” in past achievement. Periodic assessment of TEKS objectives, monitored by the teacher will be used to identify mastery. Crosstimbers will also use grade level TAKS and SDAA results to meet individual needs of students. The ACT, PSAT, SAT, and ASVAB tests will be offered to all students at the recommended grade level.

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

At Crosstimbers Academy, the “Star Spangled Skills Curriculum” resource guide and grade level TEKS will be the reference used to drive the curriculum being taught. The scope and sequence of each course will be monitored and followed by the teachers. Methods used in delivering the required curriculum will be as diverse as the teachers responsible. Creativity and innovation will permeate all coursework. Small group, community service, experiential learning, self-paced, technology-based instruction will be used to some degree in all areas. Teachers will be held responsible for on-going student monitoring and assessment of student progress by staying abreast of grading, unit and chapter testing, projects, etc., all of which will indicate mastery of TEKS objectives. Pre-released grade level TAKS and SDAA tests will be used to check for understanding in all areas tested to enhance students and teachers understanding each individual’s strengths and weaknesses. Ultimately grade level TAKS or SDAA results will indicate student achievement in respective areas. Crosstimbers Academy will operate under the semester system. ~~Six 6 week report cards will be issued to students and parents. Three week progress reports will be developed for special education students and for those regular education students that the teachers deem necessary.~~

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

Crosstimbers Academy will have an instructional program in place prior to the start of school in the fall of 2006. In-Service days built into the faculty calendar will allow a minimum of 10 working days prior to start-up to discuss the school’s vision, mission, and charter document with all staff members. The instructional program will be discussed at length, along with staff training in all areas of responsibility. This process provides a baseline of information on which the staff will build. A needs assessment will be conducted at the beginning of this 10-day orientation. At the conclusion of orientation on day five and day eight, these assessments will be discussed in detail by the Chief Education Officer, principal,

Add to page 18, i) after paragraph ending "recommended grade level".

- Crosstimbers Academy will pay the fees associated with the ACT, PSAT, SAT, and ASVAB if the student is unable to pay due to economic hardship. The school will apply to be a designated official College Board Test center.

Approved during contingency process

Page 18 j) Delete last two sentences beginning with "Six 6-week..." and replace with the following.

- The staff involved with the proposed charter will understand the importance of tracking all students' progress. Periodic assessment, evaluation and communication are primary components to the success of any student. All students will receive a three-week progress report via phone or mail. A six weeks report card will be issued to all students and parents. Parent-teacher conferences via phone or in person will further ensure student tracking.

Approved during contingency process

counselor, and the special education diagnostician. The final two days of orientation will be used to discuss any changes in the planned start-up of Crosstimbers Academy.

As the school year begins, a detailed survey will be distributed to all stakeholders including parents, students, interested community members, and staff. The survey will request feedback concerning school environment, discipline, staffing, educational supplies and materials, and invite comments from those surveyed. These surveys will serve to identify any needs or concerns. TAKS and SDAA results will also serve as a method in which we will evaluate the instructional program.

Developing a strategic plan to improve all areas of the charter school, including the instructional program, is an important part of the overall program evaluation. This input from all program participants will provide impetus for change. Constant, consistent feedback is very important for any educational institution, especially during the first year of operation. The results of these evaluations and subsequent plans to improve will be implemented to ensure school improvement in all areas for all students.

4. **Student Goals** (*Scored by External Review Panel*)

*Charter schools are subject to the state accountability rating system. Therefore, charter school students must meet the same criteria as students in other public schools in order to be considered "Acceptable." For information on the state accountability rating system, see the following web page:
<http://www.tea.state.tx.us/perfreport/account/>.*

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

Crosstimbers Academy will serve students from seven different school districts. Diversity in all areas will be evident in the student population. In order to offer a positive educational environment, respect and responsibility must be demonstrated. Other than the accountability indicators, students will strive to understand and practice both respect and responsibility.

Non-Academic Goals:

- Enable students to relate to a multi-cultural society as demonstrated by increased tolerance
- Students will participate in high quality and meaningful activities that reflect real world activities, develop skills in the areas of self-motivation and team building
- Students will develop personal self-worth in response to a caring, professional staff.

Multicultural tolerance

- The students will participate in February's Black History cultural month.
- The students will participate in March's Hispanic Cultural month by reading, writing, and the arts.
- A resource speaker from the African and Hispanic culture will speak and discuss with the students the importance of a multicultural society in which they live.

Self Motivation

- Students will participate in a minimum of 40 hours of community service each year.
- Students will be on a self-paced curriculum, which creates self-motivation for task completion.
- Learning will include field trips and group projects with real life applications of knowledge and skills (No Boundaries Classroom).
- Students will increase skills associated with technology Each student will be required to take classes in Career and Technology Education

AREAS	Information and Issues Identified
Student Goals <i>p. 19 of charter document "4 a)"</i>	<ul style="list-style-type: none">Garner ISD is within the geographic boundaries, but was not included as an "impacted district" because Garner ISD does not serve students in grades 9-12.

Approved during contingency process

Self-Worth

- Students will gain self-esteem as a result of Crosstimbers Academy culture.
- Students will experience greater academic success due to caring, nurturing staff and a low instructor/pupil ratio.
- Students will develop a “can do” attitude as a result of day-to-day responsibilities and choices initiated and modeled by Crosstimbers Academy.

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

The charter school will conduct a five year study of student performance. Through collaboration with students, staff, parents, and community, an instrument will be developed to collect, compile, and analyze information to be presented to the Board of Directors in annual reports on student performance. The instrument will assess feedback from all stakeholders in regard to the forementioned student goals, including those addressed by the state and federal (*No Child Left Behind*) accountability ratings.

5. Human Resources Information (Scored by External Review Panel)

An employee of an open-enrollment charter school who qualifies for membership in the Teacher Retirement System of Texas shall 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 school is responsible for making any contribution that otherwise would be the legal responsibility of a school district. See TEC, §12.1057.

TEC, §12.120 states, “A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude. . .”

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC §100.1151.

School Officers

“School officer” is defined in TEC, §12.1012, as a principal, director, other chief operating officer, assistant principal, assistant director, or a person charged with managing the finances of an open-enrollment charter school.

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to various school officers. Non-delegable duties are listed in 19 TAC §100.1033(c)(6).

Charter school officers will be required to undergo training as defined by 19 TAC §100.1103 and 100.1104.

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

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

To follow are complete job descriptions, with qualifications, for (1) Chief Education Officer, (2) Principal, and (3) Business Manager:

Revised during contingency process.
See insert.

JOB DESCRIPTION CHIEF EDUCATION OFFICER

REPORTS TO: BOARD OF DIRECTORS

JOB GOAL: The Chief Education Officer will facilitate and oversee the implementation, hiring, training, and policy development of Crosstimbers Academy.

SALARY RANGE: \$60,000-\$90,000
The Chief Education Officer will be contracted annually for 230 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification

- Master's Degree
- Valid Texas Mid-Management Certification

Special Knowledge/Skills:

- Ability to evaluate instructional programs and teaching effectiveness.
- Knowledge of curriculum and instruction.
- Excellent communication, public relations, and interpersonal skills.
- Ability to exercise good judgment in decision making.
- Knowledge in the selection, training, and supervision of personnel.
- Knowledge of laws, rules, procedures, and programs specifically related to the operation of charter schools in Texas.

Experience:

- A minimum of three years successful experience as a classroom teacher.
- Previous experience as an administrator in an educational setting.

MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:

Instructional Management:

- Monitor the instructional program by reviewing teacher lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student academic performance.
- Work closely with staff to plan, implement, and evaluate the curriculum on a systematic basis.
- Evaluate and recommend improvements in the design and implementations the instructional program.
- Provide instructional resources and materials to support the accomplishment of instructional goals.
- Provide appropriate campus level curriculum/instruction staff development in a timely and effective manner.
- Seek the assistance of central office staff in planning and implementing instructional program improvements.

School/Organizational Climate:

- Project a positive image; establish and maintain a work environment conducive to positive staff morale.
- Promote and provide a positive teaching/learning environment for staff and students.
- Practice good listening skills and be receptive to suggestions and input from staff, students and parents.
- Communicate with staff, students, and, parents in a clear and effective manner.
- Take an active and sincere interest in the well-being of students and staff.
- Demonstrate skill in working with students, staff, and parents to successfully resolve conflict.
- Promote activities to recognize and honor students, staff, and community volunteers for various types of service and accomplishments.

School/Organization Improvement:

- Demonstrate an understanding of and commitment to the school's mission; collaboratively build with staff a common vision for school improvement.
- Promote high expectations for staff and students in an enabling and supportive manner.
- Provide leadership, which produces desired results and significant improvement in student academic achievement.
- Identify and apply research findings to facilitate school improvement.
- Assess various aspects of the school program and effectively use the resultant information to implement actions that improve learning and provide an orderly and purposeful environment.
- Provide appropriate leadership in working with the campus site based decision making (SBDM) committee.
- Develop, in collaboration with the campus site based decision making; (SBDM) committee, the annual campus plan for school improvement; provide leadership in formulation performance objectives and action plan that address identified student needs and academic excellent indicators.
- Communicate effectively with the school staff on the activities of the site based decision making (SBDM) committee.
- Implement actions that ensure each staff member's knowledge and understanding of the annual campus plan for school improvement.
- Monitor student attendance; devise and implement strategies that improve student attendance.

Personnel Management:

- Assume leadership in the selection of new staff members for the campus.
- Define expectations for staff (e.g. routine procedures, classroom management, instructional strategies, communication with the public, and personal contributions to positive staff morale.)
- Observe and document job performance, provide developmental supervision, and conduct evaluation conferences with staff members.
- Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
- Involve the campus staff in identifying needs and implementing staff development and other campus activities.
- Develop leadership among the staff and delegate responsibilities as deemed appropriate.
- Complete personnel management reports in a timely manner.

- Assist individual staff members in developing professional growth/plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds allow.

Administration and Fiscal/Facilities Management:

- Develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs; implement programs within budget limits; maintain fiscal control; accurately and responsibly report fiscal information.
- Manage the use of the school plant and grounds; supervise the maintenance to the physical plant and grounds to ensure a clean, orderly, and safe environment.
- Provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation.

Student Management:

- Assist staff to implement a student discipline plan that encourages and rewards positive student behavior.
- Communicate student discipline expectations to staff, students, and parents, and encourage parent involvement in promoting responsible student behavior.
- Support teachers in the campus discipline program and deal with student discipline matters in a serious and effective manner.
- Stress the importance of following school rules and impose reasonable and appropriate consequences in a consistent manner when misconduct occurs.
- Ensure that staff members who experience severe or frequent student disciplinary problems are provided appropriate assistance to bring satisfactory resolution to the matter.

School/Community Relations:

- Articulate the school's mission to the community and solicit support in accomplishing it.
- Demonstrate awareness of school/community needs initiate activities to meet these needs.
- Promote a positive image of the school and district and maintain a positive working relationship with parents and other community members.
- Involve parents and other community members in school activities through such avenues as PTA groups, Partners in Education (PIE) program, and other Volunteer work opportunities.
- Encourage parents to visit the school to gain a better understanding of and appreciation for the education program in action.

Professional Growth and Development:

- Engage in activities to improve leadership skills; utilize information and insights gained in professional development programs for self-improvement.
- Use information provided through assessment instruments, the district appraisal process, and evaluative feedback from colleagues to improve performance.
- Provide leadership in addressing current educational issues.
- Provide leadership in journals and books; identify practical ideas that can be implemented; share relevant ideas and information with other professionals.
- Learn from daily experiences; profit from decisions made; seek advice and assistance for colleagues.

Professional Practices:

- Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics.
- Serve as appropriate role model for colleagues, students, staff, and parents.
- Treat staff, students, and parents with respect and dignity.
- Conduct all meetings and conferences in a professional manner.
- Demonstrate trustworthiness in dealing with confidential matters.
- Use wisdom, intelligence, tact, courtesy, sensitivity, good judgment, and utmost professional conduct in carrying out the responsibilities of school principal.
- Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of professional and paraprofessional staff members as assigned to the campus.

WORKING CONDITIONS:

Mental Demands:

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate campus functions; maintain emotional control under stress.

Physical Demands/Environmental Factors:

Occasional district, and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; endure inclement weather conditions to provide student safety.

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

**JOB DESCRIPTION
CHIEF EDUCATION OFFICER**

REPORTS TO: BOARD OF DIRECTORS

JOB GOAL: The Chief Education Officer will facilitate and oversee the implementation, hiring, training, and policy development of Crosstimbers Academy.

SALARY RANGE: \$60,000-\$90,000
The Chief Education Officer will be contracted annually for 230 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification

- Master's Degree
- Valid Texas Mid-Management Certification

Special Knowledge/Skills:

- Experience developing, organizing, and implementing project goals and objectives
- Ability to form constructive, mutually beneficial working relationship with other service providers and interested parties within the community required
- Ability to problem-solve, work independently, and to provide positive leadership to staff and co-workers
- Ability to identify and plan for both short and long range goals
- Ability to provide sound fiscal and personnel management
- Excellent verbal and written communication skills, along with strong interpersonal skills
- Ability to understand and complete component needs and to develop and revise project proposals to best meet component priorities

Experience:

- A minimum of three years successful experience as a classroom teacher.
- Previous experience as an administrator in an educational setting.

MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:

Instructional Management:

- Monitor the instructional program by reviewing teacher lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student academic performance.
- Work closely with staff to plan, implement, and evaluate the curriculum on a systematic basis.
- Evaluate and recommend improvements in the design and implementations the instructional program.
- Provide instructional resources and materials to support the accomplishment of instructional goals.
- Provide appropriate campus level curriculum/instruction staff development in a timely and effective manner.

- Seek the assistance of central office staff in planning and implementing instructional program improvements.

School/Organizational Climate:

- Project a positive image; establish and maintain a work environment conducive to positive staff morale.
- Promote and provide a positive teaching/learning environment for staff and students.
- Practice good listening skills and be receptive to suggestions and input from staff, students and parents.
- Communicate with staff, students, and, parents in a clear and effective manner.
- Take an active and sincere interest in the well-being of students and staff.
- Demonstrate skill in working with students, staff, and parents to successfully resolve conflict.
- Promote activities to recognize and honor students, staff, and community volunteers for various types of service and accomplishments.

School/Organization Improvement:

- Demonstrate an understanding of and commitment to the school's mission; collaboratively build with staff a common vision for school improvement.
- Promote high expectations for staff and students in an enabling and supportive manner.
- Provide leadership, which produces desired results and significant improvement in student academic achievement.
- Identify and apply research findings to facilitate school improvement.
- Assess various aspects of the school program and effectively use the resultant information to implement actions that improve learning and provide an orderly and purposeful environment.
- Develop, in collaboration with the campus site based decision making; (SBDM) committee, the annual campus plan for school improvement; provide leadership in formulation performance objectives and action plan that address identified student needs and academic excellent indicators.
- Communicate effectively with the school staff on the activities of the site based decision making (SBDM) committee.
- Implement actions that ensure each staff member's knowledge and understanding of the annual campus plan for school improvement.
- Monitor student attendance; devise and implement strategies that improve student attendance.

Personnel Management:

- Assume leadership in the selection of new staff members for the campus.
- Define expectations for staff (e.g. routine procedures, classroom management, instructional strategies, communication with the public, and personal contributions to positive staff morale.)
- Observe and document job performance, provide developmental supervision, and conduct evaluation conferences with staff members.
- Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
- Involve the campus staff in identifying needs and implementing staff development and other campus activities.

- Develop leadership among the staff and delegate responsibilities as deemed appropriate.
- Complete personnel management reports in a timely manner.
- Assist individual staff members in developing professional growth/plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds allow.

Administration and Fiscal/Facilities Management:

- Develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs; implement programs within budget limits; maintain fiscal control; accurately and responsibly report fiscal information.
- Manage the use of the school plant and grounds; supervise the maintenance to the physical plant and grounds to ensure a clean, orderly, and safe environment.
- Provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation.

Student Management:

- Assist staff to implement a student discipline plan that encourages and rewards positive student behavior.
- Communicate student discipline expectations to staff, students, and parents, and encourage parent involvement in promoting responsible student behavior.
- Support teachers in the campus discipline program and deal with student discipline matters in a serious and effective manner.
- Stress the importance of following school rules and impose reasonable and appropriate consequences in a consistent manner when misconduct occurs.
- Ensure that staff members who experience severe or frequent student disciplinary problems are provided appropriate assistance to bring satisfactory resolution to the matter.

School/Community Relations:

- Articulate the school's mission to the community and solicit support in accomplishing it.
- Demonstrate awareness of school/community needs initiate activities to meet these needs.
- Promote a positive image of the school and district and maintain a positive working relationship with parents and other community members.
- Involve parents and other community members in school activities through such avenues as PTA groups, Partners in Education (PIE) program, and other Volunteer work opportunities.
- Encourage parents to visit the school to gain a better understanding of and appreciation for the education program in action.

Professional Growth and Development:

- Engage in activities to improve leadership skills; utilize information and insights gained in professional development programs for self-improvement.
- Use information provided through assessment instruments, the district appraisal process, and evaluative feedback from colleagues to improve performance.
- Provide leadership in addressing current educational issues.

- Provide leadership in journals and books; identify practical ideas that can be implemented; share relevant ideas and information with other professionals.
- Learn from daily experiences; profit from decisions made; seek advice and assistance for colleagues.

Professional Practices:

- Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics.
- Serve as appropriate role model for colleagues, students, staff, and parents.
- Treat staff, students, and parents with respect and dignity.
- Conduct all meetings and conferences in a professional manner.
- Demonstrate trustworthiness in dealing with confidential matters.
- Use wisdom, intelligence, tact, courtesy, sensitivity, good judgment, and utmost professional conduct in carrying out the responsibilities of school principal.
- Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of administrative, support staff, professional and paraprofessional staff members as assigned to the campus.

WORKING CONDITIONS:

Mental Demands:

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate campus functions; maintain emotional control under stress.

Physical Demands/Environmental Factors:

Occasional district, and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; endure inclement weather conditions to provide student safety.

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

Revised during contingency process.
See insert.

JOB DESCRIPTION PRINCIPAL

REPORTS TO: CHIEF EDUCATION OFFICER

JOB GOALS: Assist the Chief Education Officer in the administration of the instructional program, management, and the operation of the school campus.

SALARY RANGE: \$50,000-\$70,000
The Principal will be contracted for 230 days with an annual salary approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification:

- Master's Degree
- Valid Texas Mid-Management Certificate

Special Knowledge/Skills:

- Ability to evaluate instructional programs and teaching effectiveness
- Knowledge of curriculum and instruction
- Excellent communication, public relations, and interpersonal skills.
- Ability to exercise good judgment in decision making.
- Knowledge in the selection, training, and supervision of personnel.
- Knowledge of laws, rules, procedures, and programs specifically related to the operation of charter schools

Experience:

- At least three years' successful experience as a classroom teacher.

MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:

Instructional Management:

- Monitor the instructional program by reviewing teacher lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student academic performance.
- Work closely with executive director and staff to plan, implement, and evaluate the curriculum on a systematic basis.
- Evaluate and recommend improvements in the design and implementation of the instructional program.
- Assist the executive director to provide appropriate campus level curriculum/instruction staff development in a timely and effective manner.

School/Organizational Climate

- Project a positive image; establish and maintain a work environment conducive to positive staff morale.
- Promote and provide a positive teaching/learning environment for staff and students.
- Practice good listening skills and be receptive to suggestions and input from staff, students, and parents.
- Communicate with staff, students, and parents in a clear and effective manner.
- Take an active and sincere interest in the well-being of students and staff.
- Demonstrate skill in working with students, staff, and parents to successfully resolve conflict.
- Assist the executive director to promote activities to recognize and honor students, staff, and community volunteers for various types of service and accomplishments.

School/Organizational Improvement:

- Demonstrate an understanding of and commitment to the school's mission; collaboratively build with staff a common vision for school improvement.
- Promote high expectations for staff and students in an enabling supportive manner.
- Provide leadership which produces desired results and significant improvement in student academic achievement.
- Identify and apply research findings to facilitate school improvement.
- Assess various aspects of the school program and effectively use the resultant information to implement actions that improve learning and provide an orderly and purposeful environment.
- Implement actions that ensure each staff member's knowledge and understanding of the annual campus plan for school improvement.
- Monitor student attendance; devise and implement strategies that improve student attendance.

Personnel Management:

- Assist in the selection of new staff members for the campus.
- Define expectations for staff (e.g. routine procedures, classroom management, instructional strategies, communication with the public, and personal contributions to positive staff morale).
- Observe and document job performance, provide development supervision, and conduct evaluation conferences with staff members.
- Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
- Complete personnel management reports in a timely manner
- Assist individual staff members in developing professional growth plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds will allow.

Administration and Fiscal/Facilities Management:

- Assist the Chief Education Officer to develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs; implement programs within budget limits, maintain fiscal control; accurately and responsibly report fiscal information.

- Manage the use of the school plant and grounds; supervise the maintenance of the physical plant and grounds to ensure a clean, orderly, and safe environment.
- Assist the Chief Education Officer to provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation.

Student Management:

- Assist staff to implement a student discipline plan that encourages and rewards positive student behavior.
- Communicate student discipline expectations to staff, students, and parents and encourage parent involvement in promoting responsible student behavior.
- Support teachers in the campus discipline program and deal with student discipline matters in a serious and effective manner.
- Stress the importance of following school rules and impose reasonable and appropriate consequences in a consistent manner when misconduct occurs.
- Ensure that staff members who experience severe or frequent student disciplinary problems are provided appropriate assistance to bring satisfactory resolution to the matter.

School/Community Relations:

- Articulate the school's mission to the community and solicit support in accomplishing it.
- Demonstrate awareness of school/community needs and initiate activities to meet these needs.
- Promote a positive image of the school and district and maintain a positive working relationship with parents and other community members.
- Involve parents and other community members in school activities through such avenues as PTA groups, Partners in Education (PIE) program, and other volunteer work opportunities.
- Encourage parents to visit the school to gain a better understanding of and appreciation for the education program in action.

Professional Growth and Development:

- Engage in activities to improve leadership skills; utilize information and insights gained in professional development programs for self-improvement.
- Use information provided through assessment instruments, the district appraisal process, and evaluation feedback from colleagues to improve performance.
- Assist the Chief Education Officer to provide leadership in addressing current educational issues.
- Read professional journals and books; identify practical ideas that can be implemented; share relevant ideas and information with other professionals.
- Learn from daily experiences; profit from decisions made; seek advice and assistance from colleagues.

Professional Practices:

- Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics.
- Serve as appropriate role model for colleagues, students, staff, and parents.
- Treat staff, students, and parents with respect and dignity.

- Conduct all meetings and conferences in a professional manner.
- Demonstrate trustworthiness in dealing with confidential matters.
- Use wisdom, intelligence, tact, courtesy, sensitivity, good judgment, and utmost professional conduct in carrying out the responsibilities of Chief Education Officer.
- Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.

SUPERVISORY RESPONSIBILITIES

Supervise and evaluate the performance of professional and paraprofessional staff members as assigned by the executor director.

WORKING CONDITIONS:

Mental Demands:

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate campus functions; maintain emotional control under stress.

Physical Demands/Environmental Factors:

Occasional district, and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; occasional need to physically restrain students; endure inclement weather conditions to provide student safety.

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

**JOB DESCRIPTION
PRINCIPAL**

REPORTS TO: CHIEF EDUCATION OFFICER

JOB GOALS: Assist the Chief Education Officer in the administration of the instructional program, management, and the operation of the school campus.

SALARY RANGE: \$50,000-\$70,000
The Principal will be contracted for 230 days with an annual salary approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification:

- Master's Degree in Education is preferred, but Bachelor's Degree in Education is required
- Valid Texas Mid-Management Certificate is preferred

Special Knowledge/Skills:

- Ability to evaluate instructional programs and teaching effectiveness
- Knowledge of curriculum and instruction
- Excellent communication, public relations, and interpersonal skills.
- Ability to exercise good judgment in decision making.
- Knowledge in the selection, training, and supervision of personnel.
- Knowledge of laws, rules, procedures, and programs specifically related to the operation of charter schools

Experience:

- At least three years' successful experience as a classroom teacher.

MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:

Instructional Management:

- Monitor the instructional program by reviewing teacher lesson plans, observing classroom instruction on a regular basis, conferencing with staff, and carefully analyzing assessment data related to student academic performance.
- Work closely with Chief Education Officer and staff to plan, implement, and evaluate the curriculum on a systematic basis.
- Evaluate and recommend improvements in the design and implementation of the instructional program.
- Assist the Chief Education Officer to provide appropriate campus level curriculum/instruction staff development in a timely and effective manner.

School/Organizational Climate

- Project a positive image; establish and maintain a work environment conducive to positive staff morale.
- Promote and provide a positive teaching/learning environment for staff and students.
- Practice good listening skills and be receptive to suggestions and input from staff, students, and parents.
- Communicate with staff, students, and parents in a clear and effective manner.
- Take an active and sincere interest in the well-being of students and staff.
- Demonstrate skill in working with students, staff, and parents to successfully resolve conflict.
- Assist the Chief Education Officer to promote activities to recognize and honor students, staff, and community volunteers for various types of service and accomplishments.

School/Organizational Improvement:

- Demonstrate an understanding of and commitment to the school's mission; collaboratively build with staff a common vision for school improvement.
- Promote high expectations for staff and students in an enabling supportive manner.
- Provide leadership which produces desired results and significant improvement in student academic achievement.
- Identify and apply research findings to facilitate school improvement.
- Assess various aspects of the school program and effectively use the resultant information to implement actions that improve learning and provide an orderly and purposeful environment.
- Implement actions that ensure each staff member's knowledge and understanding of the annual campus plan for school improvement.
- Monitor student attendance; devise and implement strategies that improve student attendance.

Personnel Management:

- Assist in the selection of new staff members for the campus.
- Define expectations for staff (e.g. routine procedures, classroom management, instructional strategies, communication with the public, and personal contributions to positive staff morale).
- Observe and document job performance, provide development supervision, and conduct evaluation conferences with staff members.
- Make recommendations relative to personnel placement, transfer, retention, promotion, and dismissal.
- Complete personnel management reports in a timely manner
- Assist individual staff members in developing professional growth plans, setting realistic improvement goals, and attending professional conferences/workshops as time and funds will allow.

Administration and Fiscal/Facilities Management:

- Assist the Chief Education Officer to develop an annual budget based on program needs, estimated enrollment, staffing, and other fiscal needs; implement programs within budget limits, maintain fiscal control; accurately and responsibly report fiscal information.
- Manage the use of the school plant and grounds; supervise the maintenance of the physical plant and grounds to ensure a clean, orderly, and safe environment.
- Assist the Chief Education Officer to provide required reports for all school operations including, but not limited to, enrollment, attendance, funds accounting, payroll, and transportation.

Student Management:

- Assist staff to implement a student discipline plan that encourages and rewards positive student behavior.
- Communicate student discipline expectations to staff, students, and parents and encourage parent involvement in promoting responsible student behavior.
- Support teachers in the campus discipline program and deal with student discipline matters in a serious and effective manner.
- Stress the importance of following school rules and impose reasonable and appropriate consequences in a consistent manner when misconduct occurs.
- Ensure that staff members who experience severe or frequent student disciplinary problems are provided appropriate assistance to bring satisfactory resolution to the matter.

School/Community Relations:

- Articulate the school's mission to the community and solicit support in accomplishing it.
- Demonstrate awareness of school/community needs and initiate activities to meet these needs.
- Promote a positive image of the school and district and maintain a positive working relationship with parents and other community members.
- Involve parents and other community members in school activities through such avenues as PTA groups, Partners in Education (PIE) program, and other volunteer work opportunities.
- Encourage parents to visit the school to gain a better understanding of and appreciation for the education program in action.

Professional Growth and Development:

- Engage in activities to improve leadership skills; utilize information and insights gained in professional development programs for self-improvement.
- Use information provided through assessment instruments, the district appraisal process, and evaluation feedback from colleagues to improve performance.
- Assist the Chief Education Officer to provide leadership in addressing current educational issues.

- Read professional journals and books; identify practical ideas that can be implemented; share relevant ideas and information with other professionals.
- Learn from daily experiences; profit from decisions made; seek advice and assistance from colleagues.

Professional Practices:

- Comply with all state and federal laws, local board policies, administrative guidelines, and the Texas Educators Code of Ethics.
- Serve as appropriate role model for colleagues, students, staff, and parents.
- Treat staff, students, and parents with respect and dignity.
- Conduct all meetings and conferences in a professional manner.
- Demonstrate trustworthiness in dealing with confidential matters.
- Use wisdom, intelligence, tact, courtesy, sensitivity, good judgment, and utmost professional conduct in carrying out the responsibilities of Chief Education Officer.
- Make decisions regarding students and staff after reasonable and appropriate measures have been taken to gather important data and information; solicit input from outside sources when appropriate.

SUPERVISORY RESPONSIBILITIES

Supervise and evaluate the performance of professional and paraprofessional staff members as assigned by the chief education officer.

WORKING CONDITIONS:

Mental Demands:

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate campus functions; maintain emotional control under stress.

Physical Demands/Environmental Factors:

Occasional district, and statewide travel; frequent prolonged and irregular hours of duty; some light manual labor; occasional need to physically restrain students; endure inclement weather conditions to provide student safety.

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

JOB DESCRIPTION BUSINESS MANAGER

REPORTS TO: Chief Education Officer

JOB GOAL: Maintains all accounting records for the charter school.

SALARY RANGE: \$35,000-\$45,000
The business manager will be contracted for 220 days, with an annual salary approved by the Board of Directors.

QUALIFICATIONS:

Education:

- Bachelor's degree preferred, High School Diploma required

Knowledge and Skills:

- Knowledge of fund accounting
- Non-profit experience
- Excellent communication skills
- Ability to work independently
- Ability to perform multiple tasks
- Strong organizational skills

Experience:

- Five or more years experience in accounting, bookkeeping, business office, preferably in a governmental setting

Major Responsibilities / Duties:

- Administers and monitors day-to-day activities of business office
- Setting up and maintaining chart of accounts
- Develops and implements accounting policies and procedures
- Performs accounts payable, accounts receivable, and cost disbursement duties
- Manages the automated accounting system from an operational perspective, including monthly closings, data control, and systems accounting support
- Examines a variety of financial statements for completeness, accuracy, and conformance with established procedure
- Works with PEIMS coordinator on midyear PEIMS submission (actual budget reporting)
- Works with auditor for required annual audit(s)

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

- c) Submit, as **Attachment B**, the sponsoring entity’s organizational chart. *The chart should illustrate all current and proposed operations of the sponsoring entity including: (1) all non-charter operations in which the sponsoring entity is engaged; (2) other charter schools that the sponsoring entity operates; and (3) the operation of the proposed charter school. SEE ATTACHMENT B*
- d) Discuss the salary ranges and benefits for school officers, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid. *To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.*

Crosstimbers Academy's salary ranges and benefits for the Chief Education Officer and principal will be comparable to those of surrounding districts of similar size. Crosstimbers Academy's benefit package will include Teacher Retirement System (TRS) membership, full paid "Employee Only" health insurance through TRS Activecare, an opportunity to participate in a "125" Cafeteria Plan, six personal days earned over the course of the school year reimbursed at a rate of \$150.00 per day if unused, and state personal days earned over the school year. Approved costs incurred due to school-related business will be reimbursed following state and local guidelines. No perks will be offered any officer of Crosstimbers Academy.

Crosstimber Academy's CEO salary range will be between \$60,000 - \$90,000 for a 230 day contract. The principal's salary range will be between \$50,000 - \$70,000 for a 220 day contract. A study of the 2003-2004 A.E.I.S. reports for the following comparable surrounding districts indicate the following:

Analysis

	Poolville ISD	Gordon ISD	Lipan ISD	Santo ISD
School Leadership	\$55,842	\$62,107	\$47,950	\$54,850
Central Administration	\$64,400	\$63,000	\$68,000	\$78,418

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

All school officers will receive instruction in: *Basic School Law, *Basic School Finance, *Health and Safety Issues, *Accountability Requirements related to the use of Public Funds, *requirements relating to Accountability to the Public, *Open Meetings Requirements under Government Code, Chapter 551, and *Requirements relating to Public Records. (TAC Section 61.1)

The Chief Education Officer and principal will attend all relevant workshops at Education Service Center, Region XI. These include Region XI Charter School cluster meetings. The CEO will also attend the annual Charter School Conference hosted by the Charter School Resource Center of Texas, A+ Best Practices workshops, and Association of Charter Educators meetings.

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

The Texas Association of School Board's Superintendent evaluation instrument will be used for the Chief Education Officer evaluation and other officers will be evaluated using a locally developed instrument that focuses on the effectiveness of the officer fulfilling their job description and expectations.

Page 31: Assessment Instrument

All administrative personnel will be evaluated in accordance with provisions of Subchapter BB issued under the Texas Education Code, 21.354 and 39.054, and the commissioner's recommended or established standards under the Code. Crosstimbers Academy will accept the commissioner's recommendations as its method of evaluation for administrative personnel which includes the following domains. The Texas Association of School Board's Superintendent evaluation instrument will be used for the Chief Education Officer evaluation. A locally developed instrument that focuses on the following will be utilized for other administrative personnel.

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

Approved during contingency process

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

1) student and school performance

Crosstimbers Academy's school officers and governing body understand their responsibility with regard to school and student performance. The Chief Education Officer and governing body have a combined 71 years of public school experience as teachers, administrators, and board members. Four of the five have earned Master's Degrees in Education. Each is aware of their job description or board member responsibilities, and all governing body members and school officers will continue receiving continuing education training (TAC Section 61.1) and will continue to participate in local, state, and national workshops dedicated to school governance.

In addition, school officers and governing body of Crosstimbers Academy understand the Academic Excellence Indicator System, distribution of the annual school report card, and timely communication with all stakeholders regarding student and school performance.

2) management and administrative practices

School officers and governing body of Crosstimbers Academy understand their responsibility with regard to management and administrative practices through public education experience, five years of charter school administration experience, Administrative Instructional Leadership workshops, and continuing education training.

3) student attendance accounting reporting requirements

School officers and governing body of Crosstimbers Academy understand their responsibility with regard to student attendance accounting reporting requirements through five years of charter school attendance reporting experience, i.e. six week attendance reporting through the on-line FSP system, as well as the PEIMS submission cycle. The CEO schedules a yearly in-service dedicated to the Texas Education Agency's *Student Attendance Accounting Handbook* and the *PEIMS Data Standards*, with continued professional staff development for staff members performing day-to-day responsibilities.

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

Crosstimbers Academy school officers and governing body understand their responsibility with regard to accounting and fiscal management through scheduled workshops coordinated with the local Education Service Center and the Texas Education Agency. Generally accepted accounting principles and standards of fiscal management are understood through five years charter school experience and hiring of a highly qualified bookkeeper with six years charter school experience, who will stay abreast through workshops and continued education training (TAC Section 61.1).

5) compliance with special education and bilingual/English as a second language (ESL) program requirements (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

Crosstimbers Academy's school officers and governing body understand their responsibility to ensure full compliance with the school's special education and bilingual/English as a Second Language program requirements through their respective backgrounds in public education.

- 6) financial accounting reporting requirements, including grant reporting requirements

Crosstimbers Academy school officers and governing body understand their responsibility with regard to financial reporting requirements, including grant reporting requirements, and is demonstrated through five years charter school administrative experience, training at annual Charter School Conferences, working in cooperation with the Education Service Center, Region XI, and continuing education training.

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

The school officers and governing body of Crosstimbers Academy understand their responsibility with regard to PEIMS reporting requirements through five years of experience of reporting PEIMS for a charter school, training received from Education Service Center, Region XI, and training for student attendance accounting software.

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

The school officers and governing body of Crosstimbers Academy understand their responsibility with regard to annual reporting of school and student performance to all stakeholders through an annually scheduled fall "Start of School Orientation". Each August parents and students, as well as community members, are invited to attend the open house/orientation to receive information concerning school, staff and student performance. Quarterly School Board open meetings are held with time scheduled for disseminating information about school operations, TAKS testing information, and other pertinent information necessary for accountability to all involved in the charter school process. The A.E.I.S. report and subsequent *School Report Card* will be disseminated to parents and the local media at the end of each February.

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

Crosstimbers Academy school officers and governing body understand their responsibility regarding distributing to parents information related to the qualifications of each professional employee of the program. This will be demonstrated through the dissemination of all required information at an annual "Open House" / "Start of School Orientation" to all incoming students and parents. For those students who enroll after the school year begins, the information will be discussed at the time of the admission interview.

Teachers and Other Instructional Staff

Federal law requires that charter school teachers in core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts [theater arts, dance music, and art], history, and geography) have a bachelor's degree and have demonstrated competency in the core academic subject area assigned. See the No Child Left Behind (NCLB) bulletin for further information at <http://www.tea.state.tx.us/nclb/bulletin.html>. In addition, federal and state law require that all special education and related services and all bilingual education be provided by personnel who are appropriately certified or licensed in the area of assignment.

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

Revised during contingency process.
See insert.

Page 33, 9) first paragraph: The last sentence should change to read as follows:

- For those students who enroll after the school year begins, the information will be discussed at the time of enrollment.

Page 43, i) First paragraph, last sentence should be changed to read as follows:

- Those students or parents that are not present, or enter after the start of school, will be given the notice of qualifications at the time of enrollment.

Approved during contingency process

The following job descriptions, including qualifications, are included in this portion of the charter application: (1) Teacher, (2) Counselor, (3) Special Education Teacher, and (4) Instructional Aide.

JOB DESCRIPTION TEACHER

REPORTS TO: PRINCIPAL

JOB GOAL: Provide students with appropriate learning activities and experiences designed to fulfill their potential for intellectual, emotional, physical, spiritual, and social growth. Enable students to develop competencies and skills to function successfully in society.

SALARY RANGE: \$30,000-\$55,000
Teachers will be contracted for 199 days with annual salary to be approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification:

- Bachelor's Degree
- "Highly Qualified" in ~~subject area / level assigned~~

Special Knowledge/Skills:

- Knowledge of subject assigned
- General knowledge of curriculum and instruction
- Windows computing proficiency
- Knowledge of secondary subject area

Experience:

- At least one year of student teaching or approved internship

MAJOR PERFORMANCE RESPONSIBILITIES AND DUTIES:

Instructional Strategies:

- Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.
- Present the subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
- Plan and use appropriate instructional/learning strategies, activities, materials, and equipment that reflect accommodation for individual needs of students assigned.
- Work cooperatively with special education teachers/staff to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).
- Cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods according to district requirements.
- Plan and supervise purposeful assignments for teacher aid(s) and/or volunteer(s).
- Use appropriate technologies in the teaching/learning process.

Student Growth and Development:

- Assist students in analyzing and improving methods and habits of study.
- Consistently assess student achievement through formal and informal testing.

Revised during contingency process.
See insert.

	<p>Page 35, "Qualifications" <u>Education/Certification</u>, replace "Highly Qualified" in subject area / level assigned with the following:</p> <ul style="list-style-type: none">• Highly qualified under the NCLB criteria in subject area / level assigned.
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Approved during contingency process

- Assume responsibility for extracurricular activities as assigned and may sponsor outside activities approved by the school.
- Present a positive role model for students that supports the mission of the campus and the school district.

Classroom Management and Organization:

- Create a classroom environment conducive to learning and appropriate to the intellectual, physical, social, and emotional development of students.
- Manage student behavior in the classroom and other areas as appropriate and administer discipline according to board policies, administrative regulations, and IEP.
- Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- Assist in the selection of books, equipment, and other instructional materials.

Communication:

- Establish and maintain open lines of communication with students and their parents which include home visits.
- Maintain a professional relationship with all colleagues, students, parents, and community members.
- Use appropriate and acceptable communication skills to present information accurately and clearly.

Professional Growth and Development:

- Demonstrate current knowledge, understanding, and skill in teaching strategies and the learning process.
- Participate in district and campus staff development programs.
- Demonstrate interest and initiative in professional improvements.
- Demonstrate behavior that is professional, ethical, and responsible.

Policy Implementation:

- Keep informed of and comply with state, district, and school regulations and policies for classroom teachers and charter schools.
- Compile, maintain, and file all reports, records, and other documents required.
- Adhere to the Professional Code of Ethics.

WORKING CONDITIONS:

Mental Demands:

Ability to communicate (verbal and written); ability to instruct; ability to maintain emotional control under stress.

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

JOB DESCRIPTION COUNSELOR

REPORTS TO: Principal

JOB GOAL: Plan, implement, and evaluate a comprehensive program of guidance and counseling services based on the defined needs of the population served. Provide guidance and counseling program to assist all students in maximizing personal growth and development.

SALARY RANGE: \$50,000-\$70,000
The Counselor will be contracted annually for 220 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification:

- Master's Degree
- LPC Certified

Special Knowledge/Skills:

- Knowledge of counseling procedures/techniques, student appraisal, and career development.
- Knowledge of family and peer group dynamics
- Excellent organizational, communication, and interpersonal skills.

Experience:

- Three years experience in public education

MAJOR PERFORMANCE RESPONSIBILITIES:

Program Management:

- Plan, implement, and evaluate a comprehensive program of guidance, including counseling services.
- Provide guidance to individuals and groups to develop educational, career, and personal plans.
- Provide input to other school district staff in planning testing and appraisal programs for students.
- Coordinate and supervise the compiling and maintenance of reports, records, and other required documents.
- Use effective information and referral process to help students and others utilize special programs and services.
- Comply with policies established by federal and state law, State Board of Education rule, and the local board policy as they relate to the guidance and counseling program.

School Climate:

- Present for students a positive role model that supports the mission of the school district.
- Consult with parents, teachers, administrators and other relevant individuals to enhance their work with students.
- Advocate for students.
- Participate in student registration and orientation.
- Demonstrate skills in conflict-resolution with administrators, parents, teachers, and/or the community.
- Effectively communicate with colleagues, students, and parents.

School Climate:

- Assist the administration in adapting school programs to meet student needs.
- Develop and coordinate a continuing evaluation of guidance and counseling service and implement revisions based on findings.
- Conduct, participate in and/or use the results of valid research.

Student Management:

- Consult with teachers, parents, administrators, and multi-disciplinary teams to promote effective student management and assist in the development of individualized educational plans.
- Participate in case conferences and staffing regarding students with special needs.
- Assist students in course selection to meet graduation requirements and/or needs.
- Assist students in evaluating and developing their aptitudes and abilities through interpretation of individual standardized test scores.
- Assist in the identification of students that may have special needs.
- Provide individual and small group counseling.
- Develop and maintain effective working relations with students and their parents.
- Assist in the coordination of at risk programs and Section 504 referrals.

Professional Growth and Development:

- Develop needed professional skills appropriate to job assignment.
- Demonstrate behavior that is professional, ethical, and responsible.
- Participate in workshops, seminars, and conferences to enhance counseling knowledge and skills.

School/Community Relations:

- Articulate the district's mission and goals in the area of guidance and counseling to the community and encourage support on realizing the mission.
- Develop and maintain positive working relationships with representatives of community resources.
- Coordinate with school and community personnel to bring together resources for students.
- Educate the school staff, parents, and the community about the guidance program.
- Demonstrate awareness of school/community needs and initiate activities to meet those identified needs.

- Encourage the use of appropriate and effective techniques for community and parent involvement.
- Model an accepting and optimistic attitude about the potentialities of people and the belief that people can change in positive ways.

Working conditions:

Mental Demands:

Ability to communicate effectively (verbal and written); flexibility; ability to manage simultaneous demands from a variety of sources; ability to manage crisis situations that impact individuals as well as large groups; interpret policy, procedures, and data; compile and coordinate student data; coordinate district-wide and campus level functions; maintain emotional control under stress.

Physical Demands/Environmental Factors:

Occasional prolonged and irregular hours; lifting and carrying of moderately heavy boxes of testing materials.

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

**JOB DESCRIPTION
SPECIAL EDUCATION TEACHER**

REPORTS TO: Principal

JOB GOAL: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical, and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental, or itinerant capacity as necessary.

SALARY RANGE: \$35,000 - \$55,000
Special education teachers will be contracted for 199 days with annual salary to be approved by the board of directors.

QUALIFICATIONS:

Education/Certification:

- Valid Texas teaching certificate with required special education endorsements for assignments.
- "Highly qualified" in subject areas taught

Knowledge and Skills:

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

Experience:

- At least one year of teaching or approved internship

Responsibilities/Duties:

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

Growth and Development:

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

Classroom Management and Organization:

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

Communication:

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

Professional Growth and Development:

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

Supervisory Responsibilities:

- Oversee assigned teacher aide.

Working Conditions:

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

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

- The mission of the charter mentioned on page 41 – please refer to the Crosstimbers Academy Mission Statement: *The Crosstimbers Academy Board of Trustees, faculty and staff will insure an environment of safety, respect and accountability while students prepare to improve the quality of life in world communities. The school provides an equitable opportunity for students to acquire a sound academic and career focused education. Students receive a strong foundation in humanities, science, mathematics and career technology. Interdisciplinary curriculum is presented in a way relevant to each student's world. Specialized support is provided for students preparing for careers that require post-secondary training. Students will prepare to be full participants in the 21st century. Graduates shall enter the global labor force with marketable skills, embracing positive work ethics.*

Approved during contingency process

JOB DESCRIPTION INSTRUCTIONAL AIDE

REPORTS TO: Principal and Teacher

JOB GOAL: Provide assistance to the teacher for the physical and instructional needs of the charter student, including those with disabilities in the special education program.

SALARY RANGE: \$15,000 - \$20,000
Instructional aides will be contracted for 199 days with annual salary to be approved by the Board of Directors.

QUALIFICATIONS:

Education/Certification:

- High school diploma required
- Valid Texas educational aide certificate preferred

Knowledge and Skills:

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

Experience:

- At least one year of public school classroom experience

Major Responsibilities/Duties: Instructional Support

- Prepare educational materials and displays for the classroom with the assistance of classroom teacher.
- Assist in keeping class neat and orderly.
- Help substitute teachers with classroom layout and other pertinent classroom management.
- Assist with inventory, care and maintenance of equipment.
- Assist in student behavior management, including handling crisis situations.
- Take responsibility for learning and conforming to each student's needs.
- Coordinate educational activities assigned by the teacher; help individual students or small groups.
- Assist in overseeing students throughout the school day, inside and outside of the classroom.
- Advise teacher on special needs or problems of individual students.
- Ensure confidentiality.
- Enhance job skills by participating with staff development programs.
- Be active in faculty meetings and special events as assigned.
- Maintain control in stressful situations.
- Some lifting of students with disabilities may be required

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

Revised during contingency process.
See insert after page 33

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

At the fall orientation, prior to the start of school, all parents will be provided with a complete list of teachers, aides, and administrator qualifications. Those students or parents that are not present, or enter after the start of school, will be given the notice of qualifications at the time of ~~the interview~~.

j) Describe the salary ranges and benefits for teachers and other instructional staff, including an analysis of salary and benefits for schools comparable in size and location to the proposed charter school and identifying any perks to be paid. *To find salary information for specific school districts or for the state as a whole, go to <http://www.tea.state.tx.us/perfreport/snapshot/>. Additional information that may be helpful in determining salary ranges is available, for a fee, from the Texas Association of School Boards.*

Crosstimbers Academy's salary ranges and benefits for teachers and other instructional staff will be comparable to those of surrounding districts of similar size. The salary range for teachers will be \$30,000-\$55,000. Crosstimbers Academy's benefits package will include T.R.S. membership for those who qualify per state guidelines, full paid "Employee Only" health insurance through T.R.S. Activecare, the opportunity to participate in a "125" Cafeteria Plan, six personal days earned over the course of the school year reimbursed at a rate of up to \$150.00 per day if unused, and state personal days earned over the school year. Approved costs incurred due to school-related business will be reimbursed following state and local guidelines. No perks will be offered to any staff of Crosstimbers Academy.

Analysis

	Poolville ISD	Gordon ISD	Lipan ISD	Santo ISD
1 st year teacher	\$26,463	\$26,280	\$25,490	\$25,240
20+ years experience	\$44,790	\$41,653	\$41,800	\$45,933

Instructional aides will receive the same benefits as teachers. Salary ranges will be higher than that of similar districts. Beginning aide salary will be \$15,000 per year (199-day contract).

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

Teachers and other instructional staff will be offered the opportunity to participate in appropriate workshops presented at Education Service Center, Region XI. In addition, teachers and other instructional staff will attend the annual Charter School Conference hosted by the Charter School Resource Center of Texas. Local district "networking" will be utilized to provide additional staff development opportunities.

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

Teachers will be evaluated utilizing the Professional Development and Appraisal System (PDAS) method of evaluation. Instructional Aides will be evaluated utilizing the Paraprofessional Assessment of Knowledge and Skills (PAKS) method of evaluation.

PEIMS Coordinator, Student Attendance Staff, and Other Staff

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

To follow are three complete job descriptions, including qualifications, for (1) PEIMS Coordinator, (2) Attendance Clerk, and (3) Registrar.

**JOB DESCRIPTION
PEIMS COORDINATOR**

REPORTS TO: Chief Education Officer

JOB GOAL: Maintain accurate student records and perform administrative tasks as directed by CEO

SALARY RANGE: \$25,000-\$45,000
The PEIMS Coordinator will be contracted annually for 220 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education: Bachelor's degree preferred, High School Diploma required

Knowledge and Skills:

- Ability to multi-task, excellent time-management skills
- Ability to utilize applicable software
- Excellent oral and written communication skills
- Excellent interpersonal skills
- Ability to problem-solve and work independently
- Type at least 60 wpm

Experience:

- Minimum of one year public education experience, office management experience

Major Responsibilities / Duties:

- Coordinate data with attendance clerk
- Responsible for data integrity
- Maintain student attendance accounting database backup
- Verification of resident districts and age eligibility
- Developing and implementing data cycle procedures, i.e. student enrollment, data updates, withdrawal process,
- Attend all relevant PEIMS training through Education Service Center, Region XI
- Generation and submission of six week cycle attendance summaries
- Generation and submission of PEIMS data
- Communicate with special program coordinators to ensure proper coding of students
- Communicate with appropriate personnel with regard to verifying PEIMS data
- Responsible for the daily Student Transfer submissions via the STS system
- Perform attendance reconciliation
- Work with auditor regarding required annual audit

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

**JOB DESCRIPTION
ATTENDANCE CLERK**

REPORTS TO: Principal

JOB GOAL: Maintain accurate student records and provide clerical services for administrative staff.

SALARY RANGE: \$15,000-\$25,000
The attendance clerk will be contracted annually for 220 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education: High School Diploma

Knowledge and Skills:

- Proficient typing, word processing, and file maintenance
- Ability to utilize applicable software
- Excellent oral and written communication skills
- Ability to perform multiple tasks
- Strong organizational skills

Experience:

- One year or more secretarial experience, preferably in public education environment

Major Responsibilities / Duties:

- Enters student enrollment data into database
- Maintains student cumulative files
- Verifies student enrollment forms and documents, recognized discrepancies and takes corrective action
- Collects data/records required to maintain system support
- Updates student cumulative folders
- Processes graduation documents and transcripts
- Assists counselor

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

**JOB DESCRIPTION
REGISTRAR**

REPORTS TO: Principal

JOB GOAL: Maintain accurate student cumulative records

SALARY RANGE: \$20,000-\$25,000
The registrar will be contracted annually for 220 days, with salary approved by the Board of Directors.

QUALIFICATIONS:

Education: High School Diploma

Knowledge and Skills:

- Ability to perform multiple tasks
- Strong organizational skills

Experience:

- One year or more secretarial or data control experience, preferably in public education environment

Major Responsibilities / Duties:

- Verifies student enrollment forms and documents
- Recognizes discrepancies in student files and takes corrective action
- Collects required data and updates student files as necessary
- Assists counselor in processing graduation documents and transcripts

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

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

Crosstimbers Academy's salary ranges and benefits for the PEIMS coordinator and student attendance staff will be comparable to those of surrounding districts of similar size. The benefit package will include Teacher Retirement System (TRS) membership, full paid "Employee Only" health insurance through TRS Activecare, and an opportunity to participate in a "125" Cafeteria Plan. No perks will be offered to the PEIMS coordinator or attendance personnel of Crosstimbers Academy.

Specifically, the PEIMS coordinator salary range will be \$25,000-\$45,000. The salary range for the attendance clerk will be \$15,000-\$25,000. The salary range for the registrar will be \$20,000-\$25,000.

Analysis

	Poolville ISD	Gordon ISD	Lipan ISD	Santo ISD
Professional Support Staff	\$28,729	\$41,681	\$39,578	\$34,296

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

The PEIMS coordinator and attendance clerk will attend appropriate workshops at the Education Service Center, Region XI. Most workshops take place during the first six weeks of school, with updates throughout the school year. These workshops include student attendance accounting software training / refresher, understanding data standards, Fall and Spring PEIMS coordinator conferences, as well as any other pertinent trainings. The PEIMS coordinator and attendance clerk will have an in-service training devoted to the Texas Education Agency's Student Attendance Accounting Handbook on an annual basis. In addition, the PEIMS coordinator and attendance clerk will attend the annual Charter School Conference hosted by the Charter School Resource Center of Texas.

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

A locally developed assessment instrument will be used to evaluate the PEIMS Coordinator and student attendance staff based on job descriptions and expectations.

6. Governance (Reviewed by TEA)

In this application and during the application period the eligible entity making application is called the "sponsoring entity." Once a charter is granted to a sponsoring entity, the sponsoring entity from that point forward is called a "charter holder."

TEC, §12.120 states, "A person may not serve as a member of the governing body of a charter holder, as a member of the governing body of an open-enrollment charter school, or as an officer or employee of an open-enrollment charter school if the person has been convicted of a felony or a misdemeanor involving moral turpitude. . ."

Charter schools must check the criminal history (through the Texas Department of Public Safety) of each person who intends to serve as an employee in any capacity, a member of the governing body of the charter holder, a member of the governing body of the charter school, and any person who files, in writing, an intention to serve as a volunteer. See 19 TAC §100.1151.

Governing Body of the Sponsoring Entity

The governing body of a charter holder has the primary responsibility for implementing the public school program authorized by the open-enrollment charter and ensuring the performance of the students enrolled in its charter schools in accordance with the Texas Education Code. See 19 TAC §100.1101.

Members of the governing body of a charter holder will be required to undergo training as defined by 19 TAC §100.1102.

Note that records of an open-enrollment charter school and records of a charter holder that relate to an open-enrollment charter school are government records for all purposes under state law. See TEC, §12.1052.

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

Gary Bender, Chairperson
Jay Lewis, Treasurer

Jason Bunting, Secretary
Glennis Woodall, Member

- b) Submit, as part of **Attachment A**, a notarized biographical affidavit for each member of the governing body of the sponsoring entity. *Use the biographical affidavit form in Appendix I. Biographical affidavits must be notarized within 90 days of the due date of this application. SEE ATTACHMENT A*
- c) Submit, as **Attachment C**, the 501(c)(3) determination letter from the IRS or a statement that this is not necessary because the sponsoring entity is an institution of higher education or a governmental entity. **SEE ATTACHMENT C**
- d) Submit, as **Attachment D**, the original Articles of Incorporation filed with the Texas Secretary of State and any Restated Articles of Incorporation, and Articles of Amendment. If the sponsoring entity has amended its original Articles of Incorporation and does not submit both the original Articles of Incorporation and all of the documents reflecting the amendments, this attachment will be considered incomplete. Comparable documents must be submitted if the sponsoring entity is a nonprofit corporation incorporated in another state, an institution of higher education, or a governmental entity. **SEE ATTACHMENT D**
- e) Submit, as **Attachment E**, a complete copy (originals and any amendments) of the bylaws of the sponsoring entity or comparable documents if the sponsoring entity is an institution of higher education or a governmental entity. **SEE ATTACHMENT E**
- f) Submit, as **Attachment F**, the sponsoring entity's Certificate of Incorporation issued by the Texas Secretary of State or a certificate or letter of status from the Texas Secretary of State if the Certificate of Incorporation may not be obtained. If the sponsoring entity is incorporated in another state, it may submit a Certificate of Authority filed with the Texas Secretary of State or a document from its state of incorporation reflecting its corporate existence or status. If the sponsoring entity is an institution of higher education or a governmental entity, the entity should submit, as the attachment, a statement that the certificate of incorporation is inapplicable. **SEE ATTACHMENT F**
- g) State the approximate date on which the sponsoring entity was incorporated or established.

The sponsoring entity became incorporated on January 25, 2000.

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

The sponsoring entity was established for the sole purpose of supporting the application and establishment of a charter school.

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

The sponsoring entity was created for the sole purpose of public education. The only activity of this sponsoring entity is the creation and operation of a public charter school in good standing with the state of Texas.

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

The sponsoring entity has not operated a private daycare, private school, or public daycare. The sponsoring entity does operate a public charter school in good standing with the state of Texas.

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

This sponsoring entity does not engage in any activities with a religious purpose.

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

The sponsoring entity has never been involved in litigation.

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

The sponsoring entity has not been sanctioned by any state regulatory agency.

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

Article IV, Section 3 of the sponsoring entity's bylaws states "*QUALIFICATIONS. The directors shall be broadly representative of community interests and professional experience having an interest in serving the community by strengthening the Education and Employment of persons served by the "School".*"

There are four individuals that comprise the sponsoring entity of Crosstimbers Academy. These members include Gary Bender, Jay Lewis, Jason Bunting, and Glennis Woodall. Each of these four professionals are uniquely qualified to serve Texas public school students and the Crosstimbers community with an extensive background in charter school governance, a history of community service, and a dedication to public education.

Gary Bender serves as Chairman of the sponsoring entity. Mr. Bender earned his Bachelor of Arts degree from Sam Houston State University in 1977. He received his Master of Education and Mid-Management Certification from Stephen F. Austin University in 1996. He has worked in public education for the last 20 years as a teacher and an administrator. He currently serves Waco ISD as Coordinator of Teacher Recruiting, Induction, and Retention. Mr. Bender was elected to the board of the sponsoring entity in 2001 and has served as Chairman. Mr. Bender has received the required training for board members.

Jay Lewis, Board Treasurer, received his Bachelor of Arts degree from Baylor University in 1980. Mr. Lewis received his Masters degree from the University of Texas at Arlington in 2000. He has 10 years experience in public school service and currently is an administrator at Cleburne ISD. Mr. Lewis served as principal of Adams Elementary in Cleburne ISD from 2000-2003 and Gerard Elementary in Cleburne ISD from 2003-present. Both of these

elementary campuses were rated Exemplary by the Texas Education Agency. Mr. Lewis has served on a charter school board for five years, receiving required annual board training.

Jason Bunting, Board Secretary, received his degree from Southwest Texas State University in 1995 and earned his Masters degree in Education from the University of Texas at Arlington in 2000. He has worked in Texas public schools for 10 years, currently serving as principal of Crawford Middle School in Crawford, Texas. Mr. Bunting's unique situation of working in the hometown of President George W. Bush has provided him experience in media relations, an important component with regard to charter schools. Mr. Bunting also has five years experience as an officer of this sponsoring entity and has received the required charter school board training.

Glennis Woodall is a member of the sponsoring entity and has served her local community for ten years as founder and operator of Hanna House, a home for pregnant teens. This community service organization provides pregnant teens with a home, access to medical prenatal medical care, counseling, and education with regard to child care, nutrition, and staying in high school. Mrs. Woodall commitment to young people lead her to become involved with this sponsoring entity. She has served as a board member for four years and has received annual charter school board training.

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

Article IV of the sponsoring entity's bylaws outlines the self-perpetuating nature of the board of directors. Once the charter contract is offered, the existing board will begin the process of recruiting additional board members, as allowed by rules of governance. It is the intention of the existing members to seek additional members including community leaders, parents, and other interested parties for review, nomination, and then election to the board.

In addition, an Advisory Committee will be established as a site-based group with the responsibility of working with all charter school participants including parents, students, community, and the governing body of the charter school. This committee will serve Crosstimbers Academy in various capacities including marketing, community relations, charter school evaluation, and student activities.

p) Describe the methods used to inform parents, students, and employees about procedures for receiving and responding to complaints. *Note that under 19 TAC §100.1033(c)(6), the governing body of a charter holder shall not delegate final authority to hear or decide employee grievances, citizen complaints, or parental concerns.*

As a part of the agenda of each board meeting, a period of time is set aside for public input on any subject. The public also has the opportunity to make statements or ask questions during the discussion stage of all action items considered by the board. Every board member will make themselves accessible to calls and conversations with any public member (including parents, students and staff). An issue may be discussed with individual board members at any time and the individual board member may investigate the issue.

A formal complaint may be submitted, in writing, to the board at any time and the board chairman will be responsible to ask appropriate personnel to provide the board documents related to the complaint. If it is a complaint that can be handled at the next board meeting, it will be put on the agenda for discussion and action. (It may be a complaint that requires executive session discussion) If the complaint is of a more urgent nature, the chairman of the board may call a special meeting to discuss and take action on the complaint. If the complaint

is of a nature that needs a formal hearing, the board may take as its action the creation of a hearing. A public hearing may be called by majority vote of the board to discuss issues of a complaint.

The Board of directors will have a standing committee available to meet with parents and students to handle discipline and attendance violation complaints after the standard procedures required by the students and staff handbook for discipline and attendance violations have been followed. The committee will also handle special population complaints and civil rights complaints after the standard procedures found in the student and staff handbook have been followed.

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

1) the officer positions designated

Office positions include Chairman, Secretary, and Treasurer.

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

The officers of the corporation shall be elected at its first meeting and annually thereafter by the Board at the August meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be held. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for a period of one (1) year or until his or her successor shall have been duly elected.

Any officer elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, except in a case involving moral turpitude or criminality.

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

The initial officers/incorporators agreed to serve because of their interest in the communities and their desire for student success. They will be joined by two other members to be elected by August 2006. The selection of board members will be by a nominating committee appointed by the board who will solicit nominations. The board will vote on the nominees for appointment. Any board member may resign during their tenure and replaced with a majority of the other board members approval.

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

A vacancy on the governing board will be filled by the sitting board with nominations coming from the board and selected by the board until the vacancy term is complete.

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

Each *board member* shall serve in office for three (3) years or until a successor has been elected. Each *officer* shall hold office for a period of one (1) year or until his or her successor shall have been duly elected.

- 6) whether the terms are to be staggered

Board member terms will be staggered to allow the board to continually have experienced board members governing the school, while new members are trained and become familiar with all facets of board member service and responsibilities.

Governing Body of the Charter School (if different from the governing body of the sponsoring entity)

Some charter holders choose to delegate some powers or duties of the governing body of the charter holder to a governing body of the charter school. Non-delegable duties are listed in 19 TAC §100.1033(c)(6). Members of the governing body of a charter school will be required to undergo training as defined by 19 TAC §100.1102.

The governing body of the non-profit and the charter school board exist of the same members as previously discussed: Gary Bender, Chairman; Jay Lewis, Treasurer; Jason Bunting, Secretary; and Glennis Woodall, board member.

It is the intention of this existing governing body to recruit and establish a community-based charter school board once the charter contract is granted. The non-profit board believes that the charter school should reflect the will of the community that it serves; therefore, Crosstimbers Academy will invite local educators, community leaders and charter school parents to volunteer to serve on the charter school board.

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

The charter school's governing body is the same as the sponsoring entity.

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

The charter school's governing body is the same as the sponsoring entity.

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

- t) Describe the following elements of the governance structure of the governing body of the charter school:
- 1) the officer positions designated
The charter school's governing body is the same as the sponsoring entity.
 - 2) the manner in which officers are selected and removed from office
The charter school's governing body is the same as the sponsoring entity.
 - 3) the manner in which members of the governing body are selected and removed from office
The charter school's governing body is the same as the sponsoring entity.

- 4) the manner in which vacancies on the governing body are filled
The charter school's governing body is the same as the sponsoring entity.
- 5) the term for which members of the governing body serve
The charter school's governing body is the same as the sponsoring entity.
- 6) whether the terms are to be staggered
The charter school's governing body is the same as the sponsoring entity.

Other Governance

If at some point the charter holder plans to enter into an agreement with a management company, the contract for services must be approved by the commissioner of education at least 30 calendar days prior to any performance or payments under the contract. See 19 TAC §100.1155.

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

No such entities will become involved with the operation or governance of Crosstimbers Academy. This includes private businesses, management companies, various nonprofit groups or governmental or educational organization.

7. Community Support (Reviewed by TEA)

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

~~Crosstimbers Academy will serve rural Parker County, specifically the city of Weatherford, Texas. This location was selected by the founders for several reasons. The Weatherford Chamber of Commerce indicates that a 15% population growth has taken place in the past ten years. Parker County is a rapidly expanding community in which there are an estimated 1000 home-schooled high school students residing. The transition from junior high to high school requires a level of expertise in core subject areas that parents oftentimes do not possess. Crosstimbers Academy will provide an innovative high school education that will meet the needs of these students and parents. Home school parents by definition are concerned with the alternatives to existing public education and strongly desire a school of choice. The charter school will offer these parents a community-driven educational option for students in grades 9-12. Crosstimbers Academy will seek to serve those students who have dropped out or are "at risk" of dropping out of the community schools.~~

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

The applicant must hold a public hearing in the proposed charter school's geographic area to publicly discuss the application for the charter school. This hearing must take place no earlier than 18 months before the charter application due date. Any person may be present and participate in the meeting. The applicant shall publish a notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school.

Revised during contingency process.
See insert.

AREAS	Information and Issues Identified
Community Support	<p>Page 54 Replace 7 a) with the following:</p> <p>Crosstimbers Academy will serve rural Parker County, specifically the city of Weatherford, Texas. This location was selected by the founders for several reasons. The Weatherford Chamber of Commerce indicates that a 15% population growth has taken place in the past ten years. Communication with Parker County LEA school counselors, local church administrators, and the Hill College Upward Bound Counselor has indicated a substantial number of home-schooled students residing in Parker County. The transition from junior high to high school requires a level of expertise in core subject areas that parents oftentimes do not possess. Crosstimbers Academy will provide an innovative high school education that will meet the needs of students and parents. Home school parents by definition are concerned with the alternatives to existing public education and strongly desire a school of choice. The charter school will offer these parents a community-driven educational option for students in grades 9-12. Crosstimbers Academy will seek to serve those students who have dropped out or at "at-risk" of dropping out of the community schools.</p>

Approved during contingency process

Public meetings will be held each six months beginning February 22, 2005. These meetings will be posted as public meetings in the Weatherford Democrat and the Parker County Shopper. Agendas will be set and community stakeholders will discuss the proposed school in regard to a proposed site, fund raising, partnerships, donations, etc. An advisory committee will be formed to solicit ideas on school operation, direction, and planning.

- c) Submit, as **Attachment G**, a copy of the published notice of public hearing, clearly showing the name of the newspaper and date of publication. **SEE ATTACHMENT G**
- d) Submit, as **Attachment H**, a synopsis of the public hearing held to discuss the proposed charter school plan. The synopsis must identify presenters, a summary of their comments, and a list of questions from participants with responses provided by the presenters. **SEE ATTACHMENT H**

8. Geographic Boundary (*Reviewed by TEA*)

- a) List the school districts from which the proposed charter school will accept students. If the charter school will accept students from only a portion of a school district or districts, state exactly what the boundary will be. *For purposes of the TEA database, the charter geographic boundary will be defined by districts receiving statements of impact as defined in TEC 12.110.*

The sponsoring entity is not required to list the charter schools located within the designated geographic boundary.

[The Crosstimbers Academy will serve students who reside within the Parker County boundary. Parker County encompasses eight school districts including Aledo ISD, Brock ISD, Garner ISD, Millsap ISD, Peaster ISD, Poolville ISD, Springtown ISD, Weatherford ISD.]

- b) Submit, as **Attachment I**, the certified mail receipt cards showing the dates that Statement of Impact forms were received and signed for by the staff of the districts located within the proposed charter school's geographic boundary. *In the absence of signed certified mail return receipt cards, the certified mail receipt showing each addressee, fees paid, and the date mailed will be accepted.*

The sponsoring entity must send a copy of the Statement of Impact form and a copy of the charter school application's coversheet, accompanied by a letter from the sponsoring entity, to all superintendents of school districts and charter schools within the designated geographic boundary. The purpose of sending the Statement of Impact form is to document any adverse impact on the district or any potential enrollment shift that may impede the school district's ability to comply with a court order affecting the district. (The Statement of Impact form and a sample letter to superintendents are included in Appendix II of this application packet.) If a superintendent receiving the Statement of Impact form requests a complete copy of the application, the sponsoring entity must provide the document, including all attachments, to the superintendent.

The Statement of Impact form and the completed application coversheets must be sent to all affected districts in time to include signed certified return receipt card copies as part of the charter application submitted to TEA. The proposed charter school is not responsible for ensuring that superintendents who receive the Statement of Impact form return it to TEA.

*Note that accepting students from another charter school that is within the charter school's geographic boundary does not expand that geographic boundary to include all districts within the geographic boundary of the other charter school. **SEE ATTACHMENT I***

Revised during contingency process.
See insert.

Page 55, 8 a)

- Crosstimbers Academy will serve students who reside within the Parker County Boundary. Parker County encompasses eight school districts including Aledo ISD, Brock ISD, Garner ISD, Millsap ISD, Peaster ISD, Poolville ISD, Springtown ISD, and Weatherford ISD. Garner ISD was not included in the impact statements because it does not serve students in grades 9-12.
- It is the intent of Crosstimbers Academy to accept students from the following districts in which portions of their district fall within Parker County. These include Azle ISD, Granbury ISD, Lipan ISD, Mineral Wells ISD, Perrin-Whitt Consolidated ISD, and Santo ISD.

Approved during contingency process

AREAS	Information and Issues Identified
Geographic Boundaries	<p>Page 55</p> <ul style="list-style-type: none">Garner ISD was not included in the impact statements because Garner ISD serves only grades K-8. <p><i>Approved during contingency process</i></p>

REVISED DURING CONTINGENCY PROCESS.
SEE INSERT.

9. Admissions Policy (Revised by 11/11)

- a) Specify the period (both the beginning and ending dates) during which applications for admission will be accepted. *TEC, §12.117, requires that a charter school establish a reasonable application deadline for the submission of applications for admission.*

Crosstimbers Academy will establish accept applications for admission annually beginning May 15th through the following March 15th.

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

Crosstimbers Academy will utilize a "first come, first served" enrollment policy. Once the school has reached its capacity, a lottery system will be utilized to ensure fairness. The lottery system will be used anytime openings occur throughout the school year. These "openings" will occur at random times during the school year due to students who fulfill graduation requirements, student mobility, and other unforeseen circumstances.

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

Crosstimbers Academy will form a waiting list once all enrollment positions are filled. These applications will be numbered and used in the lottery process mentioned in question "b" above.

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

For returning students, application renewal begins in mid-May prior to the fall semester. Returning students are expected to complete an updated application prior to the end of the spring semester in order to be considered for enrollment. However, returning students must notify Crosstimbers Academy of their intent to enroll by the end of the first week of the fall semester. Students late in this process will have to apply as if they were a new student.

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

Siblings of returning students and children of the school's founders will be exempt from the lottery if all required information is submitted in the established timeline, provided that the percentage of these students is nominal.

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

Crosstimbers Academy will accept applications outside of the designated application period if there is no existing waiting list.

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

Crosstimbers Academy is committed to ensuring equity in education and obtaining and maintaining a diversified student and staff population.

Crosstimbers Academy will admit students regardless of sex, national origin, ethnicity, religion, disability, academic or athletic or artistic ability, or the district the child would otherwise attend in accordance with TEA regulations. Appropriate accommodations for students with special needs will be made. Crosstimbers Academy will comply with the Individuals with Disabilities Education Act (IDEA) and related regulations and legislation.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

Crosstimbers Academy reserves the right to admit any student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Subchapter A, Chapter 37.

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

An applicant must provide the following information:

- Completed Student Application
- Birthdate
- Social Security Number
- Up-To-Date Immunization Records
- Student Essay

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

Crosstimbers Academy will develop and implement a written procedure regarding transfer students pursuant to Civil Action 5281.

Attachment D

9. Admissions Policy (Reviewed by TEA)

- a) Specify the period (both the beginning and ending dates) during which applications for admission will be accepted. *TEC, §12.117, requires that a charter school establish a reasonable application deadline for the submission of applications for admission.*

Crosstimbers Academy will establish accept applications for admission annually beginning May 15th through the following August 1st.

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

The lottery will be held August 8th to ensure fairness for any applications received after the end of the application period, but prior to the first day of school. This lottery process will be in place in the event that there are more applicants than available openings in enrollment.

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

Crosstimbers Academy will form a waiting list of all applications not admitted during the lottery process. The waiting list applicants will be offered admission as vacancies occur.

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

For returning students, application renewal begins in mid-May prior to the fall semester. Returning students are expected to complete an updated application prior to the end of the spring semester in order to be considered for enrollment. However, returning students must notify Crosstimbers Academy of their intent to enroll by the week prior to the beginning of the fall semester. Students late in this process will have to apply as if they were a new student.

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

Siblings of returning students and children of the school's founders will be exempt from the lottery if all required information is submitted in the established timeline, provided that the percentage of these students is nominal.

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

Crosstimbers Academy will accept applications outside of the designated application period and add those applications to the waiting list or offer admission if no waiting list exists.

- g) Provide the non-discrimination statement in the school's admission policy. *TEC, §12.111(6) requires that a charter school's admissions policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability or artistic ability or the district the child would otherwise attend if a charter is granted. School staff members will be required to submit its admission forms, brochures, or other admission or enrollment documents for approval by TEA staff during the contingency process.*

Crosstimbers Academy is committed to ensuring equity in education and obtaining and maintaining a diversified student and staff population.

Crosstimbers Academy will admit students regardless of sex, national origin, ethnicity, religion, disability, academic or athletic or artistic ability, or the district the child would otherwise attend in accordance with TEA regulations. Appropriate accommodations for students with special needs will be made. Crosstimbers Academy will comply with the Individuals with Disabilities Education Act (IDEA) and related regulations and legislation.

- h) State whether the school will exclude students with documented histories of any of the types of misconduct listed in TEC, §12.111(6). *TEC, §12.111(6) authorizes a charter school to exclude a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Subchapter A, Chapter 37. Note that TEC, §12.131 requires that the governing body of an open-enrollment charter school adopt a code of conduct for its district or for each campus.*

Crosstimbers Academy reserves the right to admit any student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Subchapter A, Chapter 37.

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

An applicant must provide the following information:

- Completed Student Application

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

Crosstimbers Academy will develop and implement a written procedure regarding transfer students pursuant to Civil Action 5281.

On the date of enrollment, a charter school student is entered into the TEA-designed, on-line Student Transfer System (STS), which includes confidential information such as social security number, full name, date of birth, ethnicity, and the student's resident district. Only appropriate charter school personnel will have access to the Texas Education Agency Security Environment (TEASE) system, through which this confidential student information is entered into the system. This student list is instantly submitted to TEA.

On the date of withdraw, a student is removed from the STS system. This system not only monitors compliance with federal law, but tracks students' entry and exit dates that are reported through the PEIMS process.

10. **Special Needs Students and Programs** *(Reviewed by TEA)*

Approval of this charter school application and/or removal of any contingencies is based on the information provided by the proposed charter school as it reflects the proposed charter school's knowledge of special education. Approval of the charter school application and/or removal of any contingencies should not be construed to reflect a determination of special education compliance or to cover any other issues outside the scope of this application process or actions that may occur after this application process. The following web site is available to assist your application process: <http://www.tea.state.tx.us/special.ed/rules/sbs.html>. (Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)

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

Statistics indicate that the percentage of students that will require special education and related services at Crosstimbers Academy will be between 20-25% of the overall student population. Crosstimbers Academy will utilize TASB's *Legal Framework For Special Education Policy and Procedure* and Carlene Marak's *Guidelines for Guidance in Serving the Special Education Population*.

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

Child Find: As the state's educational agency, TEA is responsible for ensuring that a Free Appropriate Public Education (FAPE) is provided to all students with disabilities residing in the state of Texas and that all requirements of IDEA, Part B are met, pursuant to 35 CFR, 300.600. A FAPE means special education and related services that are provided at public expense under public supervision and which met the state standards, which include the requirements of IDEA, Part B; include preschool, elementary, and secondary school education; and which are provided in conformity with an individual's education plan pursuant to 20 USC, 1401 (a) (18).

In general, local school districts in Texas have the direct responsibility of providing FAPE to students with disabilities who the schools are obligated to serve under the Texas Education Code 25/00. TEA is responsible for ensuring that schools comply with all state and federal requirements concerning the provision of FAPE.

Within this general responsibility to assure FAPE, TEA specifically assures that each child with a disability, regardless of severity, residing within their jurisdictions. Activities done pursuant to these policies and procedures are commonly referred to as "child find" activities because schools actively search for students with disabilities residing within their jurisdiction.

In accordance with the rules and responsibilities identified, and with any and all TEA rules and/or regulations, Crosstimbers Academy will implement a comprehensive system of "Child Find" in which personnel actively search for individuals with disabilities that will enroll in or contact the charter school. Written procedures are in place for (1) internal identification, location, and evaluation procedures through referral and assessment systems, and (2) public awareness and community-based efforts throughout the year to identify and locate children in their respective communities through the local press, information sent home to parents, and leaflets placed at local agencies. (3) ESC Region XI will be an ongoing source for regional support, staff development and informational pamphlets for parents. Faculty and staff will receive, at a minimum, annual staff development in the implementation of the "Child Find" provisions and procedures.

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

Student Records: Student records are confidential and protected from unauthorized inspection or use. A cumulative record will be maintained for each student beginning when he/she enters the school until the student withdraws. By law, both parents, whether married, separated, or divorced, have access to the records for a student who is under 18, or a dependent for tax purposes. A parent whose rights have been legally terminated will be denied access to the records if the school is provided a copy of the court order terminating these rights.

Parents of a minor student or of a student who is a dependent for tax purposes, and school officials with a legitimate education interest are the only persons who have general access to a student's records. "School officials with legitimate educational interest" include any employee, agent, or Trustee of the charter school, or cooperative of which the charter school is a member, or facilities with which the charter school contracts for the placement of students with disabilities.

Parents of minor students enrolled in Crosstimbers Academy may inspect their student's records and request a correction if the records are inaccurate, misleading, or otherwise a violation of the student's privacy or other rights. If the school refuses the request to amend the records; the requestor has the right to a hearing. Although improperly recorded, grades may be challenged; parents and the students are not allowed to contest a student's grade in a course through this process. Parent or the student has the right to file a complaint with the U.S. Department of Education if they believe the school is not in compliance with the law regarding student records.

The school will maintain a record of disclosure of personally identifiable information and make this available for the parent's inspection. Some items of information are directory in nature and may need to be released to anyone, without consent, unless a parent objects to its release in writing within ten (10) school days after the issuance of such notice.

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

Procedural Safeguards:

Crosstimbers Academy will adhere to all required procedural safeguards required by the state including, but not limited to, those described below:

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

Crosstimbers Academy will provide information to parents for the following purposes:

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

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

Parents/legal guardians will be given notice of any and all ARD meetings early enough to ensure that they have the opportunity to attend. Unless the parent/legal guardian agrees otherwise, at least ten days notice will be given.

Assessment of children to determine eligibility

Students with disabilities are students with educational disabilities (physical disability, mental retardation, emotional disturbance, learning disability, speech impairment, autism, traumatic brain injury, deaf/blind, or multiple disabilities); and students with an auditory impairment or visual impairment, whose disabilities are so limiting as to ensure the provisions of special services in place of, or in addition to, instruction in the regular classroom.

To be eligible to receive special education services, a student must have been determined to have one or more of the areas of disabilities listed in the federal regulation or in state law or in both. Specific criteria in the state and federal regulations will be used in determining whether a student's conditions meet the eligibility requirements.

When a student is suspected of having a disability, the assessment process will be initiated. Written notice and consent must be given and received. An evaluation by qualified personnel will then be conducted. If indicated, a comprehensive individual assessment will be performed.

Once eligibility is determined, the parents and/or adult student will be invited to participate in an ARD meeting to review the results and to develop an Individual Education Plan.

Development and Implementation of the Individual Education Plan (IEP)

Crosstimbers Academy will use the following guidelines for development and implementation of a student's IEP:

Timeline: The Comprehensive Individual Assessment and a written report will be formulated within 60 calendar days of the date of the initiation of the referral to special education. The ARD committee shall make its decision regarding students referred for the first time within 30 calendar days from the date of the completion of the written assessment report. IF the 30th day occurs during the summer when school is not in session, the ARD committee shall have until the first day of classes in the fall to have made the IEP decisions and the placement,

unless the assessment indicated the student will need extended year services during the summer.

For students already placed in special education, the ARD committee meeting shall meet at least annually to review each student's program and recommend appropriate services based upon the student's individual needs, documented in a newly developed IEP. The committee must meet within the same month, or prior to the month, in which the previous annual ARD meeting was held.

Function: The ARD committee shall perform the following functions:

- Review the data from the comprehensive assessment including information from parents, school personnel, and other sources
- Ensure that the national origin minority students (or linguistically different students) are not assigned to special education on the basis of criteria, which were developed solely based on command of the English language
- Ensure that students are not placed in special education if the only deficiencies identified are directly attributable to a different cultural lifestyle or to not having the adequate educational opportunities
- Establish the eligibility for special education services
- Identify the content areas in which the student's disability significantly interferes with the student's ability to meet regular academic mastery level standards (determine educational needs)

Documentation: Each IEP must include:

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

Least Restrictive Environment (LRE) placement: In providing programs, services, and activities, Crosstimbers Academy will first use those resources made available to all students.

When appropriate, students receiving special education services shall:

- Remain in the general education program with special education support services, supplementary aids, or other special arrangements, if needed
- Be educated to the maximum extent appropriate with students who are not receiving special education services
- Be provided opportunities to participate in school activities on the same basis as students who are not receiving special education services
- Be offered an opportunity for interaction on a regular basis with students who are not receiving special education services.

Transition Planning: The ARD committee has the authority to dismiss students from special education services when the ARD committee agrees that there is no longer an educational need for the services. No student can be dismissed from special education without

assessment that supports the decision to dismiss. IF parents request dismissal based on the fact that they are providing the needed services privately, update assessment, document request, update the IEP if needed, and made a statement that the district is prepared to provide FAPE. State that the parent is choosing dismissal. The student can re-enter the special education program as long as the eligibility data is current. If data is more than one year old, updated assessment may be required.

- All dismissals from services/programs should be documented on the ARD report
 - In addition, ARD may recommend movement to less restrictive arrangements:
 - When such movement changes the instructional arrangement, the Notice of Change of Placement should be sent to the parent, unless the parent is in attendance at the ARD, where full notice has been discussed
 - When a more restrictive placement is considered, the ARD committee shall ensure that the current assessment is completed and carefully reviewed
 - The ARD committee must document reasons for any change in placement or services
 - Graduation also constitutes change in placement and Notice should be sent, if parent is not in attendance at the ARD
 - The ARD committee shall dismiss students from homebound services. A doctor's release statement is necessary for the student to return to school.
- c) Briefly describe how the charter holder staff will access the variety of qualified and/or licensed personnel to conduct special education assessments (including related services) and participate as members of the multidisciplinary assessment team for students who may have disabilities such as autism, an auditory impairment or deafness, deafblindness, an emotional disturbance, health impairment, a learning disability, mental retardation, an orthopedic impairment, a speech or language impairment, a traumatic brain injury, or a visual impairment.

Crosstimbers Academy will hire or contract certified and/or licensed personnel to test, provide teacher training, in-service, and develop and provide services specified in the Individualized Education Plan for related services. Crosstimbers Academy will seek to employ, at a minimum, a certified, full-time licensed diagnostician and a certified special education instructor.

Crosstimbers Academy will work closely with Education Service Center, Region XI to stay abreast of any change in policy and procedure. Crosstimbers Academy will consider the diverse needs of its special population and will meet those needs through resources made available through Education Service Center, Region XI, Johnson County Special Education Cooperative, Texas Health Care and independent contractual professionals. Contingency plans will be in place to meet the needs of all students.

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

Crosstimbers Academy will meet the needs of the diverse population of those students requiring special education and related services by assuring: (1) That appropriate and adequate funding will be available through the state-generated special education funds (85% must be spent toward special education and related services), IDEA-B funds which will supplant other funding options and foundation funds if needed. (2) That appropriate facilities be made available as required by the IEP's

placement of student. (3) That the instructional staff, in-house or contracted, will be appropriately certified or licensed to address the student's needs identified in the IEP.

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

The highly qualified, certified staff at Crosstimbers Academy will accommodate those identified as special needs students in the following ways:

- 1.) Mainstream classroom with highly qualified teachers and modifications to instruction with support and progress monitoring from special education staff each three week period through teacher consultation, observation, and written report.
 - 2.) Inclusionary use of special education aide in mainstream classroom.
 - 3.) Content modification (V-code, minor) in regular classroom determined by ARD, progress monitoring, and support from special education staff.
 - 4.) Content modification in regular classroom, use of IEP, use of aide (inclusion), monitoring and assistance from special education staff and pull out as needed.
 - 5.) The utilization of training, contacts with surrounding special education cooperatives, and staff at EXC Region XI for wide range of disabilities.
 - 6.) Provide IEP classroom if needed.
 - 7.) Use of assistive technology (computer-based curriculum) with teacher assistance as determined by ARD/IEP.
 - 8.) Homebound or hospital bedside instruction will be provided following state and local policy. 19 TAC §89.63(c)(2)(A).
- f) Briefly describe how the charter school staff will continue to provide a free and appropriate public education (FAPE) for expelled students who are eligible for special education services.

It is the responsibility of the principal or designee at Crosstimbers Academy to track the number of days of emergency removal, suspension, or in-school suspension for the purpose ARD action within the required number of days.

Updated records on discipline reports for special education students shall be kept. These records will include: the infraction, consequence, and the number of days out of placement.

Short-term removals totaling less than 10 days in a school year do not result in a change of placement and an ARD is not required. Short-term removals totaling more than 10 days in a school year require the following:

- ARD meeting is convened not later than 10 school days after the student is first removed for more than 20 days in a school year (or when the 11th day is assigned)
- ARD committee conducts/plans a functional behavior assessment (FBA) and, as soon as possible after the FBA is completed, develops a behavior intervention plan (BIP) to address the necessary behavior(s), if the FBA and BIP are not already in place
- If the student currently has a BIP, and ARD committee meets to review it and its implementation
- If subsequent short-term removals occur (after the first 10 day removal during the school year), members of the ARD committee review the BIP and its implementation to determine if modifications are necessary
- If one or more members of the ARD committee believe that the modifications are needed, an ARD meeting is held to modify the BIP and its implementation

- For any days of removal of a student for more than 10 days in a school year, the student is provided with the necessary services to progress appropriately in the general curriculum and toward achieving his/her IEP goals
 - When expelling a student, the Notice of Change of Placement form (to comply with procedural safeguards required in federal law) will be sent to the parents
 - If the current IEP cannot be implemented while the student is on expulsion, then the IEP should be revised during this time in such a manner that it can be implemented. Whenever possible, the IEP that was in place should be implemented. Document justification for any change in the IEP is required.
- g) Briefly describe the process that will be used to determine the initial placement of transfer students eligible for special education services.

Crosstimbers Academy will interview all incoming students and parents. All enrolling students and parents will sign request/release of educational records. All students will first take the TABE screening for general education information and as a district baseline assessment.

Procedural safeguards will be discussed and issued to parents. An IEP committee will meet and review student information from previous school to ascertain if there is appropriate evaluation data, then begin implementation of a complete IEP for the student. If it is determined that the data is sufficient and if all accept (including parents) the previous IEP, then that IEP is accepted and implemented. Or

If data is incomplete or committee disagrees, then an ARD is held and an IEP is developed for student. Or

If more information is needed, a temporary IEP will be developed and an ARD will be held to develop/finalize IEP within 30 school days.

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

The ARD committee determines the student's IEP for extended school year. Extended school year (ESY) services are to be determined on individual student basis by ARD in accordance with 34 code CFR. ESY services not limited to type, amount, or duration. Crosstimbers Academy will accommodate any ESY services determined by ARD.

- i) Briefly describe how the school will meet the needs of students with dyslexia. *(Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)*

Crosstimbers Academy will have procedures for identifying a student with dyslexia or a related disorder. Procedures will be implemented in accord with the SBOE approved strategies for screening and techniques for treating dyslexia and related disorders described in "Procedures Concerning Dyslexia and Related Disorder," a set of flexible guidelines available to local schools. Screening for dyslexia students will only be accomplished by individuals/professionals who are trained to assess students for dyslexia and related disorders.

Crosstimbers Academy will either purchase a reading program or develop its own reading program for students with dyslexia and related disorders. Teachers who screen and treat these students will be trained in instructional strategies that utilize individualized, intensive, multi-sensor, phonetic methods and a variety of writing and spelling components.

Crosstimbers Academy will also utilize services provided through Education Service Center, Region XI.

- j) Describe how the proposed charter school will meet the needs of children who qualify for Section 504. *(Please note that a sponsoring entity representative may be asked to sign additional assurance documents.)*

Section 504 of the 1973 Rehabilitation Act and Individuals with Disabilities Education Act (IDEA) prohibits discrimination against persons with disabilities. A 504 referral committee will be set up to receive referrals from parents and teachers in the same way that the special education referral is set up. Based upon recommendations from the committee, a 504 meeting may be conducted for the purpose of identifying the disabling condition and making modifications that will insure the student has continued opportunities for success.

11. Business Plan (Reviewed by TEA)

Financial History of Sponsoring Entity

- a) Discuss the sources of funding used by the sponsoring entity to start up its operations.

Crosstimbers Academy will utilize donations, fundraising, and federal start-up grant funds to start up its operations.

- b) Discuss the current assets of the sponsoring entity.

There are no current assets existing of the sponsing entity.

- c) Discuss the current liabilities of the sponsoring entity.

There are no current liabilities existing of the sponsoring entity.

- d) Disclose any liens, litigation history, and/or any sanctions from any local, state and/or federal regulatory agency against the sponsoring entity. *For the purpose of this application "litigation" includes civil suits, bankruptcy proceedings, and any administrative process in which an agency of the federal, state or local government has taken adverse licensing or disciplinary action. "Sponsoring entity" includes any organization, whether incorporated or not, to which the sponsoring entity is successor in interest; any organization, whether incorporated or not, which the sponsoring entity has purchased; and, any organization, whether incorporated or not, for which the sponsoring entity has taken possession of substantially all assets previously possessed by that organization.*

There are no liens, litigation history, and/or any sanctions from any local, state, and/or federal regulatory agency against the sponsoring entity.

- e) State the names of any open-enrollment charters already held by the sponsoring entity. If other charters are held, disclose whether they have been timely and accurate in reporting PEIMS data and required financial audits.

Brazos River Charter School is sponsored by this 501(C)3. This is the only activity in which this sponsoring entity is engaged. Brazos River Charter School has been timely and accurate in reporting PEIMS data and required financial audits.

- f) Submit, as **Attachment J**, a copy of the most recent audit report. *If an audit report is not available, provide an unaudited statement of financial position, an unaudited statement of activities, and an unaudited statement of cash flows (all as part of Attachment J). The unaudited financial statements must include a notarized statement signed by the chief executive officer and chief financial officer of the sponsoring entity attesting to the accuracy and completeness of the information provided.*
SEE ATTACHMENT J
- g) Submit, as **Attachment K**, a credit report of the sponsoring entity. *If a credit report is not available, provide a statement that explains why a credit report is not available as the attachment.*
SEE ATTACHMENT K
- h) Submit, as **Attachment L**, a copy of the most recently filed Internal Revenue Service Form 990. *If a Form 990 is not available, provide a statement that explains why a Form 990 was not available as the attachment.* SEE ATTACHMENT L

Current Operations of Sponsoring Entity

- i) If non-charter programs are operated by the sponsoring entity, describe how, or if, non-charter programs will relate to the charter school.

There are no non-charter programs.

- j) If there are plans to begin operating any non-charter programs within the next two years, describe how, or if, future non-charter programs will relate to the charter school.

There are no plans for non-charter operations to begin in the next two years or beyond.

- k) If there are plans to begin operating any non-charter programs within the next two years, discuss the physical location of the programs. Describe how the charter school will maintain separate administrative, business, financial, payroll, personnel and other records.

There are no plans to begin operating any non-charter programs.

Start Up of Charter School Operations

- l) Provide a statement describing the projected amounts of start-up funding. The statement must identify the amount of each source of funds and the specific source of funding (*i.e.*, private donor, charitable foundation, local government, state/federal agency). ***Charter school applicants should be aware that the fiscal year of the charter school should end on August 31. Through a grant application process, federal funds are available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for up to three years. Actual funding depends on the number of eligible charters and the continuation of funds from the United States Department of Education. An appropriate estimate for a first-year grant is \$100,000. Any amount from this source of funding, however, will not be available to the sponsoring entity until the contract for charter has been executed and a county-district number has been assigned. The federal funds may then only be accessed after a request for reimbursement has been submitted. Generally, the federal funds may not be received until after the charter holder has demonstrated that it has incurred an expenditure that represents an allowable cost pursuant to the requirements of the federal award.***

Crosstimbers Academy and the Parker County community will organize fundraising activities and solicit donations with a goal of raising \$30,000 toward start-up expenses. The federal

start-up grant of \$100,000 through the United States Department of Education will make the total start-up funding approximately \$130,000.

- m) Submit, as **Attachment M**, documentation (i.e., letters of credit, letters from donors, loan agreements, notices of grant awards, etc.) verifying all sources of funding. Letters from each local community group or individual(s) with whom the sponsoring entity has developed business arrangements or partnership(s) relevant to the charter school may be placed after the sources of funds. Letters of support for the proposed school should not be included in Attachment M. *If there are no sources of funds, state this in the attachment.* SEE ATTACHMENT M
- n) Describe the process by which the annual budget of the charter school will be adopted.

Before August 31st of each school year, the CEO of Crosstimbers Academy will prepare, or cause to be prepared, a proposed budget covering all estimated revenue and expenditures for the coming fiscal year. The budget is prepared using the line-item format. The staff will submit to the CEO all requests detailing the projected expenditures for the coming year. The CEO and accounting department, using these requests, prepares a summary budget. The budget is presented to the school board for revisions and approval. The approved budget is reported to the Texas Education Agency through the fall PEIMS submission. When changes in revenue or expenditures require the budget to be amended, the amendments are prepared showing the original budgeted amounts, the amended amounts, and the reasons for the amendments. This revised budget is then presented to the school board for approval. All approved budgets and amendments are noted in the minutes of the board meetings and copies filed with the board minutes.

- o) Submit, as **Attachment N**, a start-up budget using the start-up budget template included in Appendix III and also located at <http://www.tea.state.tx.us/charter/rfas/startupbudget.xls>. *The start-up budget must include the period between the date that the charter is awarded by the State Board of Education and the date that the proposed charter school will begin operations. The start-up budget must identify all sources of funding and anticipated expenses. The sources of funding must be supported by the documentation included in Attachment N. The expenses must be supported with a written statement indicating how the amounts were derived.* SEE ATTACHMENT N

Note that only the start-up budget template included in Appendix III, and available in a user-friendly spreadsheet version at <http://www.tea.state.tx.us/charter/rfas/startupbudget.xls>, will be accepted for the purposes of this application. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.

- p) Submit, as **Attachment O**, a budget for the first year of charter school operations using the budget template included in Appendix IV and at <http://www.tea.state.tx.us/charter/rfas/year1budget.xls>. *The budget for the first year of charter school operations must include the period after the date that the proposed charter school will commence operations. The budget must identify all sources of funding and anticipated expenses. The private or local sources of funding must be supported by the documentation included in Attachment M. State and federal sources of funding must be supported with a written statement or schedule indicating how the amounts were derived. The expenses must be supported with a written statement indicating how the amounts were derived* SEE ATTACHMENT O.

Please note that if an escalating enrollment is planned and the annual increase in enrollment exceeds 50% of the Year 1 enrollment, a budget must be included for each year that an increase in enrollment is requested up to Year 3.

Note that only the budget template included in Appendix IV, and available in a user-friendly spreadsheet version at <http://www.tea.state.tx.us/charter/rfas/year1budget.xls>, will be accepted for the purposes of this application. For additional information to use when completing the budget template, see the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.

- q) Discuss the ways that the school will address anticipated growth in the areas of personnel, facility, and equipment expenditures.

Incremental increases of 30 students will be the catalyst for growth in the areas of staff, facilities, and equipment. Crosstimbers Academy's goal of an instructor/student ratio of 1:10 will be the indicator used to predict growth. As Crosstimbers Academy's enrollment increases, staff, facilities, and equipment growth will reflect the 1:10 ratio. Crosstimbers Academy will ensure that the site secured for the school will have adequate space to accommodate anticipated growth.

Management Company and Other Contracted Services

- r) Describe the manner in which an annual audit of the financial and programmatic operations of the program is to be conducted.

Crosstimbers Academy's audit of the financial and programmatic operations of the program will be conducted as follows: The school's financial accounts will be audited annually at the school's expense by a Texas certified or public accountant holding a permit from the State Board of Public Accountancy. A copy of the annual audit, approved by the board of directors, shall be filed with Texas Education Agency not later than the 150th day after the end of the fiscal year for which the audit covers. Throughout the year, internal auditing will be performed by the accounting personnel to: (1) verify the accuracy of all financial records and (2) ensure compliance with all district policies and procedures, as well as State and Federal laws and regulations.

- s) Identify any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school.

Crosstimbers Academy will contract with Mr. Gregory S. Delk, certified public accountant, to perform the required annual charter school audit.

Crosstimbers Academy will employ Deborah J. Bradley, bookkeeper, to provide financial accounting, payroll, and tax accounting services.

- t) Discuss the qualifications of the organization(s) and/or individual(s). Include a list of any current or former clients that were charter schools.

Crosstimbers Academy will contract with Mr. Gregory S. Delk to perform the annual audit of the proposed charter school. Mr. Delk has 18 years experience in auditing and accounting work. He is currently contracted by 25 charter schools throughout Texas to conduct annual audits including the Eagle Charter School group, Brazos River Charter School, Panola Charter

School, and Alpha Charter School (not an exhaustive list). Mr. Delk has audited charter schools for six years.

Crosstimbers Academy will employ Deborah J. Bradley as the school's bookkeeper. Mrs. Bradley has 38 years experience in bookkeeping, the last five years have been with charter schools. Mrs. Bradley currently works for Brazos River Charter School, Panola Charter School, and Alpha Charter School.

- u) Submit, as **Attachment P**, a copy of the negotiated service agreement(s) with any organization(s) and/or individual(s) that will provide financial accounting, payroll, and/or tax accounting services for the proposed charter school. *If the charter school intends to enter into such an agreement, and if the agreement is not available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date. If the charter holder does not intend to enter into such an agreement, state this in the attachment. SEE ATTACHMENT P*
- v) Identify all individuals serving on the governing body of the sponsoring entity or the governing body of the charter school who will provide any service to the proposed charter school. Note their names, their qualifications and the service(s) to be provided.

No services will be provided by any individuals serving on the governing body of the sponsoring entity or of the governing body of the charter school.

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

The charter holder will adopt the provisions of Texas Education Code (TEC), Chapter 44, Subchapter B, as the process for awarding a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property.

Financial Accounting System

The financial accounting software must enable the proposed charter school to comply with the requirements discussed in the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts. (An electronic copy of the supplement is located at <http://www.tea.state.tx.us/school.finance/index.html#audit>.)

- x) Identify and discuss the capabilities of the financial accounting software (*i.e.*, the complete name of the software application and the software version) that the proposed charter school will use. *Include information about the following aspects of the software: the ability to track asset, liability, net asset, revenue and expense data; the ability to record and maintain the budget, including amendments, approved by the governing body of the sponsoring entity; the ability to record and maintain information regarding outstanding liabilities; and the ability to submit financial accounting data to be included in the Public Education Information Management System (PEIMS). If the applicant is aware that data will need to be exported to another software application (e.g., Lotus, MS Excel, MS Access) to be prepared for PEIMS submission, discuss the process that will be used to export the data.*

Crosstimbers Academy will use QuickBooks Pro accounting software (TEA approved), updated to the most current annual version. The QuickBooks software, along with MS Excel

spreadsheets and MS Word, is capable of tracking assets, liabilities, net assets, revenues, expenses, budgets (including all amendments), depreciation, outstanding liabilities, and data to be included in the PEIMS submission process.

Student Attendance Accounting

The student attendance accounting software must enable the proposed charter school to comply with the requirements discussed in the Student Attendance Accounting Handbook. For further information, refer to <http://www.tea.state.tx.us/peims/handbook/index.html>.

- y) Identify the student attendance accounting software (*i.e.*, the complete name of the software application and the software version) that the proposed charter school will use, and discuss the software's ability to produce the required reports and track student-related data required in PEIMS.

Crosstimbers Academy will utilize Winschool Software, version 5.3.1 (or the most updated version at the time of the charter school's opening). The Winschool Software adheres to the Texas Education Agency's *Student Attendance Accounting Handbook (SAAH)* reporting requirements including, but not limited to, *Campus and District Six Week Cycle Attendance Summaries*, PEIMS data submissions, and Student Detail Reports. All PEIMS-required data will be entered into the Winschool Software including student demographics, scheduling, grades, attendance, discipline coding, special program coding, contact information, and Academic Achievement Record information. The Winschool program is currently used by several public school districts, open-enrollment charter schools. Technical support is provided through Region XI Education Service Center, which will serve Crosstimbers Academy.

As per the *Student Attendance Accounting Handbook (SAAH)*:

Student Detail Reports must contain the following data: (section 3-1 SAAH)

1. The name of the district and the campus.
2. The County-District-Campus number.
3. Reporting Period Code (generally described as six weeks, but does not necessarily consist of six weeks. For reporting purposes, the school year must be divided into six approximately equal reporting periods).
4. Beginning and ending dates of reporting period, including the year.
5. Total number of days of instruction in the reporting period.
6. The instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the student attends, if the district offers multiple instructional tracks.
7. All identification data elements (student's legal first, middle and last name; generation code, where applicable; sex; date of birth; student's age as of September 1; Social Security Number or Alternative I.D. Number; Ethnic Group; first and last name of parent or guardian with whom the student resides; address of parent or guardian with whom the student resides, to include the street number/Route number/P.O. Box number, city and zip; and campus I.D. of residence for non-resident students).
8. Student's original entry date and all subsequent withdrawal and re-entry dates, where applicable (regular classroom and all special programs).
9. Student's Grade Level Code.
10. Student's ADA Eligibility Code (Section III), Instructional Setting Code (Section IV), Speech Therapy Indicator Code (Section IV), Career and Technology Education Code (Section V), Bilingual/ESL participation code (Section VI), Gifted/Talented Indicator Code (Section VIII), and Pregnancy Related Services Code (Section IX), where applicable.

11. Student's Absences (from the official attendance snapshot) by date for each six-week reporting period.
12. Student's Total Days Membership, Total Days Absent, Total Days Present, Total Eligible Days Present, and Total Ineligible Days Present, by six-week reporting period.
13. Student's Total Eligible Days Present in each program (listed in 10 above, except for Gifted and Talented) by six-week reporting period, where applicable.
14. Student's number of excess contact hours earned in one day, where applicable.
15. Student's Total Excess Contact Hours by Instructional Setting Code by six-week period, where applicable.
16. Attendance data totals for all students, summarized by grade. This includes: Days Membership (includes both eligible and ineligible students); Days Absent (includes both eligible and ineligible students); Total Days Present (includes both eligible and ineligible students); Ineligible Days Present; Eligible Days Present; Eligible Days Bilingual/ESL; Eligible Days Pregnancy Related Services; and Eligible Days Special Education Mainstream.
17. Campus total for all grades for all data required in 16 above.
18. Campus ADA (regular classroom eligible participation, Bilingual/ESL, Pregnancy Related Services, and Mainstream).
19. Total Eligible Days Present and Total Contact Hours for all career and technology codes (V1-V6) by grade and a campus total for all grades, where applicable.
20. Total Eligible Days Present, Total Contact Hours, and Total Excess Contact Hours for all special education instructional settings, including speech therapy, by grade and a campus total for all grades, where applicable.
21. Signature page, signed by persons recording data and persons approving data. This can be signed each six-week reporting period or each semester at local discretion.

Campus Summary Reports must include the following data: (section 3-2 SAAH)

1. The name of the district and the campus.
2. The County-District-Campus number.
3. The six-week reporting period.
4. Beginning and ending dates of the reporting period, including the year.
5. The number of days of instruction in the reporting period.
6. The instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the report covers, if the district offers multiple instructional tracks. Campuses with multiple instructional tracks will have one Campus Summary Report for each track.
7. Attendance data totals for all students, summarized by grade. This includes: Days Membership (includes both eligible and ineligible students); Days Absent (includes both eligible and ineligible students); Total Days Present (includes both eligible and ineligible students); Ineligible Days Present; Eligible Days Present; Eligible Days Bilingual/ESL; Eligible Days Pregnancy Related Services; and Eligible Days Special Education Mainstream.
8. Campus total for all grades for all data required in 7 above.
9. Total Days Absent reported by date for entire calendar.
10. Campus ADA (regular classroom eligible participation, Bilingual/ESL, Pregnancy Related Services, and Mainstream).
11. Total Eligible Days Present and Total Contact Hours for all career and technology codes (V1-V6), if applicable.
12. Total Eligible Days Present, Total Contact Hours, and Total Excess Contact Hours for all special education instructional settings, including speech therapy, if applicable.
13. Total number of students, by grade, who were served in a state-approved gifted and talented program, if applicable.

14. Signature page, signed by persons recording data and persons approving data. This can be signed each six-week reporting period or each semester at local discretion.

The District Summary Report must include the following data: (section 3-3 SAAH)

1. The name of the district.
2. The County-District number.
3. The six-week reporting period.
4. Beginning and ending dates of the reporting period, including the year.
5. The number of days of instruction in the reporting period.
6. The instructional track (INSTRUCTIONAL-TRACK-INDICATOR-CODE) the report covers, if the district offers multiple instructional tracks. Districts with multiple instructional tracks will have one District Summary Report for each instructional track.
7. Totals of all campus data, summarized by grade. This includes: Days Membership (includes both eligible and ineligible students); Days Absent (includes both eligible and ineligible students); Total Days Present (includes both eligible and ineligible students); Ineligible Days Present; Eligible Days Present; Eligible Days Bilingual/ESL; Eligible Days Pregnancy Related Services; and Eligible Days Special Education Mainstream.
8. District total for all grades for all data required in 7 above.
9. District ADA (regular classroom eligible participation, Bilingual/ESL, Pregnancy Related Services, and Mainstream).
10. Total Eligible Days Present and Total Contact Hours for all career and technology codes (V1-V6), if applicable.
11. Total Eligible Days Present, Total Contact Hours, and Total Excess Contact Hours for all special education instructional settings, including speech therapy, if applicable.
12. Total number of students, by grade, who were served in a state-approved gifted and talented program, if applicable.
13. Signature page, signed by persons recording data and persons approving data. This can be signed each six-week reporting period or each semester at local discretion.

Student membership from the teacher's roster will be reconciled to the attendance accounting records at the end of each six-week period (only the 1st and 4th six-weeks reporting periods are required). This reconciliation is done to verify that all enrolled students are reported on attendance records and that "no show" students were purged from the attendance accounting system. The PEIMS coordinator will develop a form to be used at the end of each six week period to show the total number of students in membership each day of the school year.

Facility Management

- z) Provide the physical address of the facility to be used by the proposed charter school and describe the facility.

No facility has been identified.

- aa) Describe how the facility is currently used or how it was used in the past.

No facility has been identified.

bb) Explain why the site will be a suitable facility for the proposed charter school.

No facility has been identified.

cc) Discuss plans to ensure that school facilities are accessible to disabled persons.

No facility has been identified.

dd) Discuss the necessity of renovating and/or repairing the facility to ensure compliance with applicable building and/or occupancy codes and to make the facility ready for school operations. Identify the dollar amounts of any renovations and repairs.

No facility has been identified.

ee) Discuss any progress, partnership developments or future steps towards the acquisition of a facility and/or land.

There are no such developments at this time for the acquisition of a facility or land.

ff) Submit, as **Attachment Q**, a copy of the negotiated lease agreement(s), deed(s) to property, or purchase agreement(s), as applicable. *If none of these documents are available on the date that the application is submitted, include a letter of agreement or understanding outlining the terms negotiated to date or a statement that no lease, deed to property, or purchase agreement has been negotiated.* SEE ATTACHMENT Q

gg) Identify the individuals who negotiated the lease or purchase of the facility on behalf of the lessor or seller and the sponsoring entity. Note any relationships or business affiliations between the individuals identified above.

No individual has negotiated the lease or purchase of any facility on behalf of the sponsoring entity or proposed charter school.

hh) Identify all other organizations or individuals that will be using the facility in addition to the proposed charter school.

No organizations or individuals have been identified with regard to using any facility.

Transportation and Food Service

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

Crosstimbers Academy will provide transportation to and from all co-curricular activities and home-to-school transition to special education students as directed in the student's Individualized Education Plan.

jj) Describe provisions for food service, if any, for students served by the charter school, including plans for free or reduced lunch and breakfast programs. *If 10% of the students qualify for free or reduced breakfast, the school is required by Texas Education Code §33.901 to provide a breakfast program for those students. For additional information, refer to <http://www.tea.state.tx.us/CNP/index.html>.*

Crosstimbers Academy anticipates that more than 10% of its student body will qualify for the free and reduced breakfast program. A breakfast program will be offered following all federal guidelines and regulations. Education Service Center, Region XI will be utilized as a resource *and reference to nutritional guidelines*. All reporting requirements will be met utilizing the Child Nutrition Program Information Management System (CNPIMS) developed by the U.S. Department of Agriculture.

12. ATTACHMENTS

All attachments should be clearly referenced, numbered, and ordered exactly as indicated in the Contents and Format of Application on pages 20 and 21 of this packet.

Attachment A

(15 pages)

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing body of the sponsoring entity Brazos River School
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.

Member of the governing body of the charter school Crosstimbers Academy

School officer Chairman

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Brazos River School

Full Name of Proposed Charter School Crosstimbers Academy

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

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

1. Full Name (Initials Not Acceptable) Gary Eugene Bender
2. Have you ever had your name changed or used another name? No
If yes, give reason for the change: N/A
Maiden Name (if female): N/A
Other names used at any time: N/A
3. State your current home address: 716 Wooded Crest, Waco, TX 76712
4. State your current home telephone number: (254)776-7609
5. Education: Dates, Names, Locations and Degrees
College: Sam Houston State University, 1977, BA
Graduate Studies: Sam Houston State University, 1981, MA
Others: Stephen F. Austin U., Mid-Management 1996

List membership(s) in professional societies and associations: TASPA, ATPE, SHRM

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

DATES	EMPLOYER	ADDRESS	POSITION
2002-present	Waco ISD	501 Franklin Avenue, Waco, TX	Coordinator of Recruiting, Induction, and Retention
1998-2002	Midway ISD	800 Hewitt Drive, Hewitt, TX	Assistant Principal
1985-1998	Deer Park ISD	201 Ivy, Deer Park, TX	Teacher/Assistant Principal

7. Present employer may be contacted: Yes No
8. Former employers may be contacted: Yes No
9. List all businesses or organizations of which you are a partner or in which you have a majority interest. none
10. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:
- | DATES | CHARTER SCHOOL/CHARTER HOLDER | ADDRESS | POSITION |
|--------------|---|------------------------------|----------------|
| 2001-present | Brazos River School / Brazos River Charter School | P.O. Box 949, Nemo, TX 76070 | board chairman |
11. List all previous experience with any charter school management company: NONE
- | DATES | MANAGEMENT COMPANY | ADDRESS | POSITION |
|-------|--------------------|---------|----------|
| | | | |
12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Teaching Certificate
13. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details:
14. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive.
- Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE
15. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his Or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A
16. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A
17. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

18. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

NO If so, give details:

19. Have you ever been adjudged bankrupt? NO If so, give details: N/A

20. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 21 day of February, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

July Bender
(Signature of Affiant)

VERIFICATION

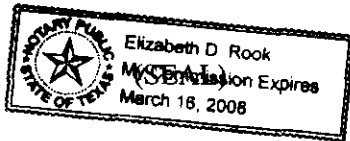
State of Texas
County of Tarrant

On this day, Gary Bender (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 21 day of February, 2005.

Elizabeth D Rook
(Notary Public)

My commission expires 3-10-08



**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity **Brazos River School**
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school **Crosstimbers Academy**
- School officer **Treasurer**

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Brazos River School

Full Name of Proposed Charter School Crosstimbers Academy

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

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

1. Full Name (Initials Not Acceptable) John Dixon Lewis, Jr.
2. Have you ever had your name changed or used another name? No
If yes, give reason for the change: N/A
Maiden Name (if female): N/A
Other names used at any time: N/A
3. State your current home address: 805 Berkley, Cleburne, Texas 76031
4. State your current home telephone number: (817)556-5653
5. Education: Dates, Names, Locations and Degrees
College: Baylor University – BA 1980
Graduate Studies: UT Arlington – Masters Architecture 1988
Others: Masters in Education – Mid-Management, UT Arlington 2000

List membership(s) in professional societies and associations: Texas Elementary Principals / Supervisors Association

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

DATES	EMPLOYER	ADDRESS	POSITION
<u>1995-present</u>	<u>Cleburne ISD</u>	<u>103 S. Walnut</u>	<u>Administrator</u>
<u>1988-1995</u>	<u>Vincent Architects</u>	<u>103 Technology Blvd.</u>	<u>Architect</u>
<u>1984-1999</u>	<u>Full-Time Graduate Student</u>		

7. Present employer may be contacted: Yes No
8. Former employers may be contacted: Yes No
9. List all businesses or organizations of which you are a partner or in which you have a majority interest.
10. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2000-present	Brazos River Schools, Inc. / Brazos River Charter School	P.O. Box 949, Nemo, TX 76070,	board treasurer

11. List all previous experience with any charter school management company: NONE

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
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12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Texas Board of Architectural Examiners (Architectural Registration, 1995), Mid-Management Certification, Texas Teaching Certificate
13. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details:
14. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive.

Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

15. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his Or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A
16. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A
17. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

18. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

19. Have you ever been adjudged bankrupt? NO If so, give details: N/A

20. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 23 day of January, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Jay Lewis
(Signature of Affiant)

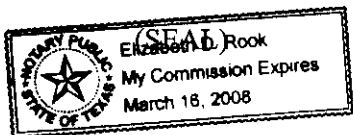
VERIFICATION

State of Texas
County of Tarrant

On this day, John Jay Lewis (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23 day of January, 2005.

Elizabeth D. Rook
(Notary Public)



My commission expires 3/18/08

**Eleventh Generation Open-Enrollment Charter School Applicant Biographical
Affidavit**

Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity **Brazos River School**
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school **Crosstimbers Academy**
- School officer **Secretary**

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity **Brazos River School**

Full Name of Proposed Charter School **Crosstimbers Academy**

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

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

1. Full Name (Initials Not Acceptable) Jason Ray Bunting
2. Have you ever had your name changed or used another name? No
If yes, give reason for the change: N/A
Maiden Name (if female): N/A
Other names used at any time: N/A
3. State your current home address: 7701 Delhi, Woodway, TX 76712
4. State your current home telephone number: (254)776-9371
5. Education: Dates, Names, Locations and Degrees
College: Southwest Texas State University, BS 1995
Graduate Studies: University of Texas at Arlington, Arlington, TX, M.ED. 2000
Others:

List membership(s) in professional societies and associations: Texas Association of Secondary School Principals

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

DATES	EMPLOYER	ADDRESS	POSITION
<u>8/04-present</u>	<u>Crawford ISD</u>	<u>2000 Pirate Drive, Crawford, TX 76638</u>	<u>Principal</u>
<u>8/98-8/04</u>	<u>Midway ISD</u>	<u>800 Hewitt Drive, Hewitt, TX</u>	<u>Assistant Principal</u>
<u>8/95-8/98</u>	<u>Midlothian ISD</u>	<u>700 George Hopper</u>	<u>Teacher, Coach</u>
<u>6-76-8-97</u>	<u>City of Dallas</u>	<u>2713 Live Oak, Dallas, TX</u>	<u>Supervisor</u>

7. Present employer may be contacted: Yes No
8. Former employers may be contacted: Yes No
9. List all businesses or organizations of which you are a partner or in which you have a majority interest. n/a
10. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2001-present	Brazos River Charter School / Brazos River School	P.O. Box 949, Nemo, TX 76070	board secretary

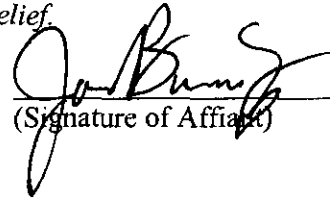
11. List all previous experience with any charter school management company: NONE

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
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12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Teaching Certificate
13. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details:
13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive.
14. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE
15. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his Or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A
16. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A
17. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

18. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:
19. Have you ever been adjudged bankrupt? NO If so, give details: N/A
20. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 23 day of January, 2005.
 I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

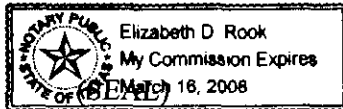

 (Signature of Affiant)

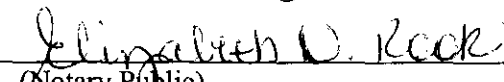
VERIFICATION

State of Texas
 County of Tarrant

On this day, Jason Bunting^{EDK} (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23 day of January, 2005.




 (Notary Public)

My commission expires 3/16/08

Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
Texas Education Agency
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity Brazos River School
It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school Crosstimbers Academy
- School officer

State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Brazos River School

Full Name of Proposed Charter School Crosstimbers Academy

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

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

1. Full Name (Initials Not Acceptable) Glennis Woodall
2. Have you ever had your name changed or used another name? No
If yes, give reason for the change: N/A
Maiden Name (if female): N/A
Other names used at any time: N/A
3. State your current home address: 3405 CR 313, Glen Rose, TX 76043
4. State your current home telephone number: 254-897-9478
5. Education: Dates, Names, Locations and Degrees
College:
Graduate Studies:
Others: CLA Diploma 1969 (certified lab assistant)

List membership(s) in professional societies and associations: President of North Texas Maternity Home Association; Founder of Promiseland Ministries, Inc.

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

DATES	EMPLOYER	ADDRESS	POSITION
<u>1993-96</u>	<u>Happy Hill Farm, Children's Home</u>	<u>Granbury TX</u>	<u>Coordinator in Children's Unit</u>
<u>1996-98</u>	<u>Glen Rose ISD, Glen Rose, Texas</u>	<u>76043</u>	<u>Secretary</u>
<u>1998-99</u>	<u>First Baptist Church</u>	<u>Glen Rose, Texas 76043</u>	<u>Secretary</u>
<u>1999-present</u>	<u>Promiseland Ministries, Inc.</u>	<u>Glen Rose, Texas 76043</u>	<u>Founder/Director</u>

7. Present employer may be contacted: Yes No
8. Former employers may be contacted: Yes No
9. List all businesses or organizations of which you are a partner or in which you have a majority interest.
n/a

10. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2001-present	Brazos River Schools, Inc. / Brazos River Charter School	P.O. Box 949, Nemo, TX 76070	board member

11. List all previous experience with any charter school management company: NONE

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
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12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): NA

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

13. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? NO If so, please state the compensation you expect to receive.

14. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. NONE

15. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his Or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? NO If so, give details: N/A

16. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details: N/A

17. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle,

niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details: N/A

18. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

19. Have you ever been adjudged bankrupt? NO If so, give details: N/A

20. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 31 day of January, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Glennis Woodall
(Signature of Affiant)

VERIFICATION

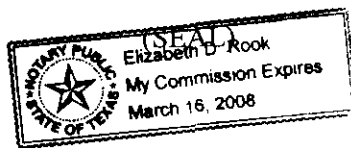
State of Texas
County of Tarrant

On this day, Glennis Woodall (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 31 day of January, 2005.

Elizabeth W. Rook
(Notary Public)

My commission expires 3/16/08



Eleventh Generation Open-Enrollment Charter School Applicant Biographical Affidavit
 Texas Education Agency
 (MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing body of the sponsoring entity
 It should be understood that a member's resignation may not be effective until a replacement is duly appointed by the board, and a member may be personally liable for any actions taken by the charter holder or charter school even after a resignation has been tendered.
- Member of the governing body of the charter school
- School officer Chief Education Officer
 State Position as defined in TEC, §12.1012

Full Name of Sponsoring Entity Brazos River School

Full Name of Proposed Charter School Crosstimbers Academy

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

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

1. Full Name (Initials Not Acceptable) James M. Thames
2. Have you ever had your name changed or used another name? NO
 If yes, give reason for the change: n/a
 Maiden Name (if female): n/a
 Other names used at any time: Mike Thames
3. State your current home address: 1301 S. Fourth, Grandview, TX 76050
4. State your current home telephone number: 817-866-2450
5. Education: Dates, Names, Locations and Degrees
 College: Austin College, Sherman, TX B.A. 1979
 Graduate Studies: Tarleton State University, Stephenville, TX 1980-82; University of Texas at Arlington, Arlington, TX, Masters Degree in Education Administration June 2000 with Mid-Management Certification,
 Others:
6. List membership(s) in professional societies and associations: THSCA, Association of Charter Educators (founding member), TASSP
7. List complete employment record, including self-employment (up to and including present jobs, positions, directorates or officerships) for the past ten (10) years:

DATES	EMPLOYER	ADDRESS	POSITION
<u>2000-present</u>	<u>Brazos River Charter School</u>	<u>PO Box 949 Nemo, TX 76070</u>	<u>Chief Education Officer</u>
<u>1998-2000</u>	<u>Grandview ISD</u>	<u>PO Box 310 Grandview, TX 76050</u>	<u>Assistant Principal</u>
<u>1992-1998</u>	<u>Grandview ISD</u>	<u>PO Box 310 Grandview, TX 76050</u>	<u>Teacher/Head Coach</u>
<u>1982-1992</u>	<u>Lampasas ISD</u>	<u>Lampasas, TX</u>	<u>Teacher/Head Coach</u>

8. Present employer may be contacted: Yes No
9. Former employers may be contacted: Yes No
10. List all businesses or organizations of which you are a partner or in which you have a majority interest.
11. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters:

DATES	CHARTER SCHOOL/CHARTER HOLDER	ADDRESS	POSITION
2000-present	Brazos River Charter School	PO Box 949, Nemo, TX 76070	Chief Education Officer

12. List all previous experience with any charter school management company:

DATES	MANAGEMENT COMPANY	ADDRESS	POSITION
<u>NOT APPLICABLE/NONE</u>			

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

Texas State Teaching Certificate, 8/1982, Texas Education Agency
Mid-Management Certification 8/2000, Texas Education Agency

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

15. Will you be employed by or contract with the sponsoring entity, the charter school, or the management company of the school? Yes If so, please state the compensation you expect to receive. \$60,000. Also explain any other compensation you expect to receive for service on the governing body of the sponsoring entity. N/A

16. Is your spouse or are any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) a member of the governing body of the sponsoring entity? No If so, give details:

17. Will any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, charter school, or the management company of the school? NO If so, give details:

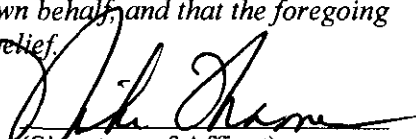
18. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity, the charter school, or the management company of the school? NO If so, give details:

19. Have you ever been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure? NO If so, give details:

20. Have you ever been adjudged bankrupt? NO If so, give details:

21. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent, declared bankruptcy, or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? NO If so, give details:

Dated and signed this 21st day of FEBRUARY, 2005.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

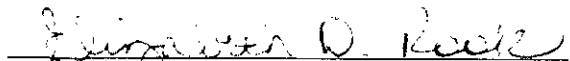

(Signature of Affiant)

VERIFICATION

State of Texas
County of Tarrant

On this day, Mike Thomas (name of affiant) appeared before me the undersigned notary public and deposed that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 2 day of FEBRUARY, 2005.


(Notary Public)

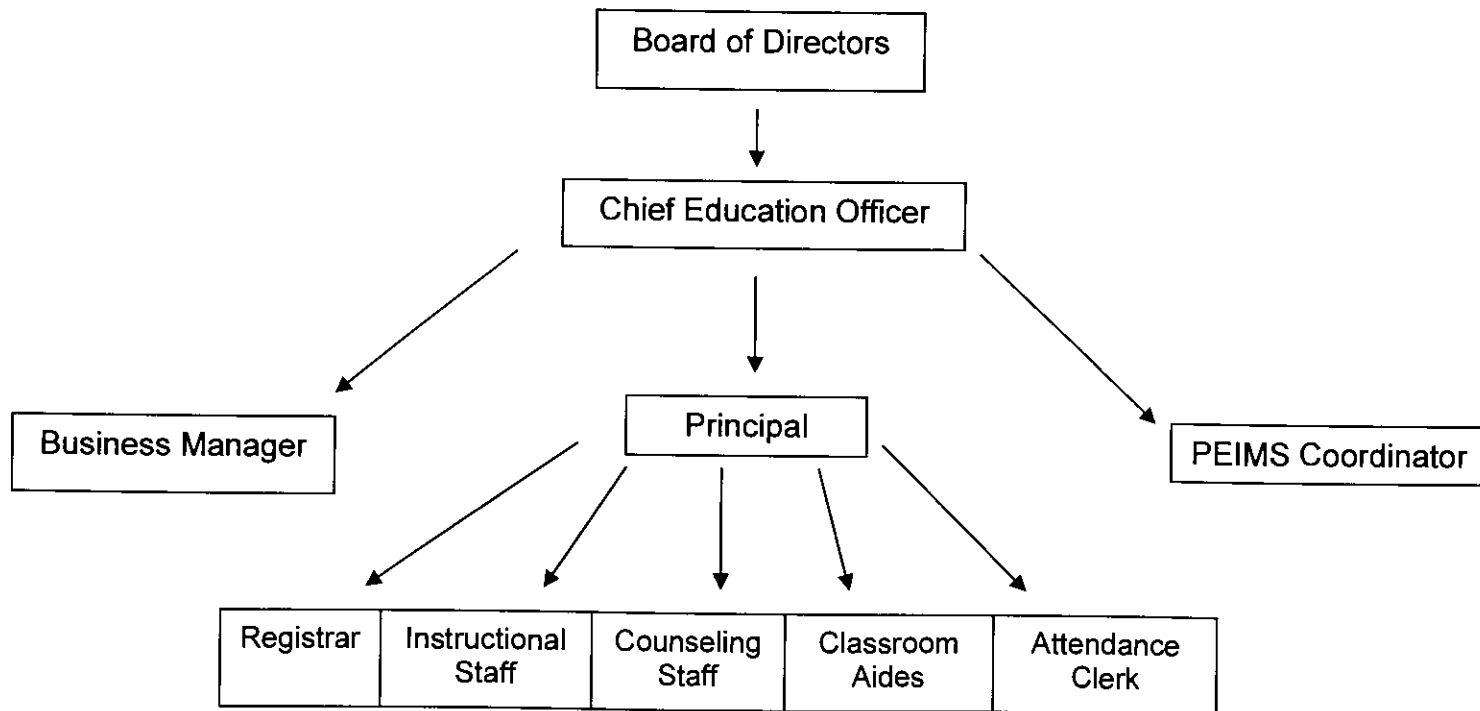
My commission expires 3/16/08



ATTACHMENT B

**SPONSORING ENTITY:
PROPOSED CHARTER SCHOOL:
ORGANIZATIONAL CHART:**

**BRAZOS RIVER SCHOOL
CROSSTIMBERS ACADEMY**



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

DEPARTMENT OF THE TREASURY

Attachment C

(3 pages)

Employer Identification Number:
75-2855334

DLN:
17053055036020

Contact Person:
DAVID AGUILERA ID# 75867

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
August 31

Form 990 Required:
Yes

Addendum Applies:
No

Date: MAY 22 2000

BRAZOS RIVER SCHOOL
C/O JASON ROOK
1112 WILDWOOD
ARLINGTON, TX 76011

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

BRAZOS RIVER SCHOOL

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

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

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

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally 5,000 or less, and sign the return.

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

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

BRAZOS RIVER SCHOOL

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

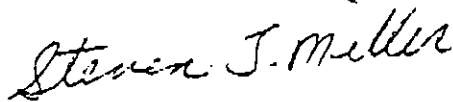
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal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

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

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

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

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

IN 21 7 / 01-04-034

Letter 947 (DO/CG)



The State of Texas

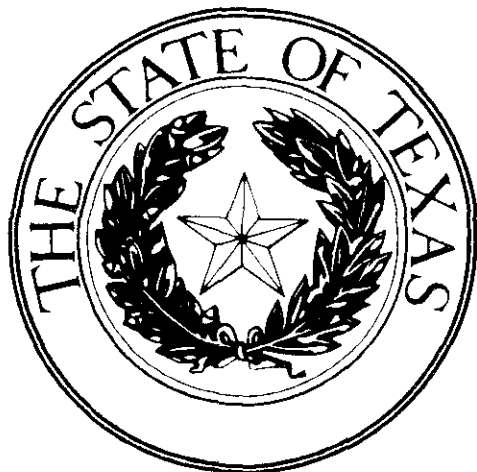
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is a true and correct copy of the following described document on file in this office:

BRAZOS RIVER SCHOOL
FILE NO. 1565490-1

ARTICLES OF INCORPORATION

JANUARY 25, 2000



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on January 25, 2000.

 DLM

Elton Bomer
Secretary of State

SAS A529-05
RFA #701-04-034

Articles of Incorporation for Brazos River School

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens and residents of the state of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation:

FILED
In the Office of the
Secretary of State of Texas

JAN 25 2000

ARTICLE ONE

The name of the corporation is Brazos River School.

ARTICLE TWO

- A. The corporation is a NON-PROFIT CORPORATION.
- B. The corporation shall be organized and operated exclusively for non-profit purposes. No part of its net earnings shall inure to the benefit of any officer, director, or private individual, nor shall it ever declare or make to any of such persons any dividend or other distribution.
- C. Nothing herein contained shall prevent the payment of reasonable compensation for services rendered or the reimbursement of reasonable expenses incurred in connection with the corporations affairs.

Corporations Section

ARTICLE THREE

The period of duration of the corporation is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are exclusively charitable and educational and will be non-discriminatory according to the provisions of Federal and State laws. The general purpose of the corporation is to render and provide on a non-profit basis, services designed to strengthen the academic and vocational education of individuals desiring to acquire skills preparing them for further study or employment. Such services shall include, but are not limited to, one or more of the following: academic, vocational, and life skills training. Particular purposes for which the corporation is organized are:

- A. To plan, construct, operate, maintain, and improve such physical facilities and services as may be necessary, incidental to, or connected with the carrying out of the non-profit education aims and purposes of the corporation.
- B. To acquire by gift, purchase, hold, sell, convey, assign, mortgage, or lease any property, real or personal, which may be necessary to, incidental to, or connected with the rendition of the services for which this corporation is organized to render.
- C. To engage in any kind of activity, and to enter into, perform, and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of any one or more of the non-profit charitable, and educational aims and purposes of the corporation.

- D. To engage in the operation of a proprietary and/or public school, extended campus, or research facility to enable the non-profit aims of this corporation to be accomplished.
- E. To maintain a service delivery system, designed to deliver services, utilizing teamwork system of volunteers and professionals that are trained to assist students.
- F. To engage in such activities as may be necessary, connected with, or incidental to meeting the physical, social, and educational needs of those the corporation seeks to serve, and contribute to their education and employability.
- G. Nothing herein contained shall be construed as prohibiting the corporation from exercising any or all powers enumerated in the Texas Non-Profit corporation Act, so long as the exercise of such power or powers is consistent with the non-profit charitable and educational aims and purposes of the corporation.
- H. This corporation is organized exclusively for one or more of the purposes as specified in Section 501c(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501c(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE FIVE

The corporation shall have no capital stock or shares.

ARTICLE SIX

The corporation shall have no members. Its affairs shall be managed by a Board of Directors, whose number and qualifications shall be fixed by the By-laws, but in no event shall the number of the Directors be less than three (3).

ARTICLE SEVEN

- A. The corporation shall not carry on political propaganda or otherwise try to influence legislation.
- B. The corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.
- C. The corporation shall not carry on any activity not permitted a corporation exempt from Federal Income Tax under section 501C (3) of such Internal Revenue Code of 1954 (or corresponding provisions of any such future law.)

ARTICLE EIGHT

Upon dissolution, liquidation, or winding up of the corporation (whether voluntary or involuntary), the net assets shall be distributed as determined by the Corporation, but only to one or more charitable, or educational organizations exempt from Federal Income Tax under section 501C (3) or the Internal Revenue Code of 1954 or the corresponding provisions of any such future law).

ARTICLE NINE

The street address of the initial registered office of the corporation is .
1112 Wildwood Arlington Texas 76011 The name of the registered agent is Jason Rook .

ARTICLE TEN

The number of directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons who are to serve on the initial board:

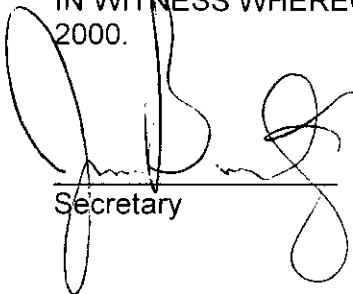
Jason Rook 1112 Wildwood, Arlington, TX
Jason Bunting 100 Eldorado, Hewitt, TX
Jay Lewis 805 Berkley, Cleburne, TX

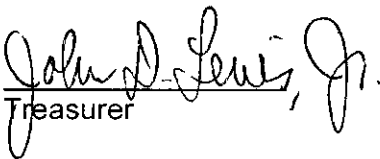
ARTICLE ELEVEN

The persons who are elected officers of the Board of Directors also serve as incorporators. The name and street address of each incorporator is:

Chairman Jason Rook 1112 Wildwood, Arlington, TX
Secretary Jason Bunting 100 Eldorado, Hewitt, TX
Treasurer Jay Lewis 805 Berkley, Cleburne, TX

IN WITNESS WHEREOF, we have hereunto set out hands this 19th day of January 2000.


Secretary

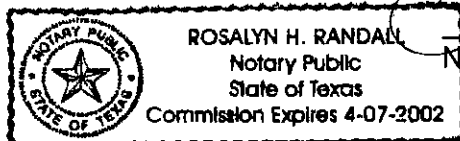

Treasurer

STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public, on this day, personally appeared:
Jay Lewis, Jason Bunting

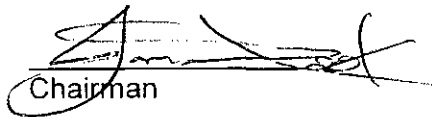
Known to me to be the persons whose names are subscribed as incorporators to the foregoing document, and being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office on this 19th day of January 2000.




Notary Public in and for State of Texas

IN WITNESS WHEREOF, we have hereunto set out hands this _19_ day of January 2000.


Chairman

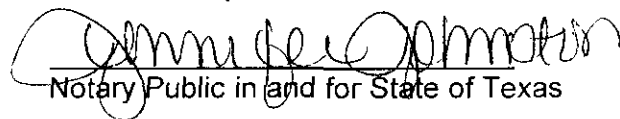
~~_____
Treasurer~~

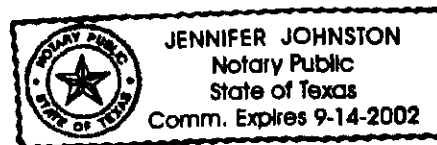
STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public, on this day, personally appeared:
Jason Rook

Known to me to be the persons whose names are subscribed as incorporators to the foregoing document, and being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office on this _19_ day of January 2000.


Notary Public in and for State of Texas



Attachment E

Bylaws
Brazos River School

ARTICLE I
NAME OF CORPORATION

The name of the Corporation is the Brazos River School, hereinafter designated as "school". Any reference to the Board shall mean the Board of Directors of "school" unless otherwise specified.

ARTICLE II
OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the "School" in the State of Texas shall be in the City of Arlington, County of Tarrant. The "School" may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the "School" may require from time to time.

Section 2. REGISTERED OFFICE AND REGISTERED AGENT. The "School" shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office is identical with such registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the "School" in the State of Texas and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III
PURPOSE

Section 1. GENERAL PURPOSES. The general purpose of the corporation is to render and provide, on a non-profit basis, services designed to strengthen the education of people of all ages and in so doing to assume, to a material extent, that which might otherwise become the duty of the community or the State. Such services shall include, but not be limited to, one or more of the following: Provide a continuous sequential series of courses that provide a pathway for students to progress through an educational system that will prepare them for post secondary training or job training and or job placement. Provide guidance and crisis counseling. Provide parenting training. Further descriptions of the

purposes of the corporation are stated in Article 4, sections A-J of the Articles of Incorporation of the "school".

The purposes for which the corporation is organized are exclusively charitable and educational within the meaning of Section 501 (c) 3 of IRS Code of 1954 and will be non-discriminatory according to Federal and State mandates.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. POWER OF MANAGEMENT. The affairs of the "School" shall be governed by a Board of Directors, which shall have all the powers and duties necessary or appropriate for administration of the business and affairs of the "School", including control and disposition of its properties and funds.

Section 2. NUMBERS. The Board of Directors of the "School" shall consist of no less than three (3) members and no more than seven (7) members. The number of Directors may be increased or decreased from time to time by amendment to these By-Laws, but no decrease shall have the effect of eliminating or excluding from office any Director.

Section 3. QUALIFICATIONS. The directors shall be broadly representative of community interests and professional experience having an interest in serving the community by strengthening the Education and Employment of persons served by the "School".

Section 4. TERM. Unless a Director resigns, or becomes disqualified to serve, as provided in Section 17, each Director shall serve in office for three (3) years or until a successor has been elected.

Section 5. TERM OF OFFICE. Upon the expiration of the original term of office of an initial Director, the respective successor Director shall be elected for a term of three (3) years.

Section 6. ELECTION. Directors shall be elected annually to the Board of Directors on or before the August meeting of each year by a majority of the members then serving on the Board of Directors.

Section 7. VACANCIES. A vacancy shall be declared, by a majority of the Board, in any seat on the Board, upon the death or resignation of the occupant rendering him or her incapable of participating in the management and affairs of the corporation.

Section 8. FILLING OF VACANCIES AND UNEXPIRED TERMS. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 9. BOARD SELF-PERPETUATING. The Board shall be a self-perpetuating body. The manner of electing successors to the Directors, filling vacancies occurring in the Board, and filling any Directorship created by reason of an increase in the number of Directors shall be by the affirmative vote of a majority of the remaining Directors through less than a quorum of the Board.

Section 10. SUCCESSOR. Any Director whose term of office shall have expired may be elected to succeed himself or herself.

Section 11. REGULAR MEETINGS. The regular meetings of the Board shall be held at least once per quarter at the corporation's principal office or at any other place which may be designated by resolution of the Board for the election of Directors and officers and for the transaction of such other business as may lawfully come before the meeting. The Secretary shall give notice to the Directors of regular meetings as required under Texas law or these By-laws.

Section 12. SPECIAL MEETINGS. Special meetings of the Board shall be held whenever called by the Chairperson of the Corporation upon the direction of the Chairman of the corporation and it shall be the duty of the Secretary to give sufficient notice of the meeting at least three (3) days in advance of the meeting in person or by mail, telegraph, or telecopy to enable the Directors so notified to attend such meetings. The person calling the special meeting of the Board may fix any place, either within or without the State of Texas, as the place for holding such a meeting of the Board called by them.

Section 13. QUORUM. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board convened according to these By-laws; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 14. MANNER of ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these by-laws.

Section 15. INFORMAL ACTION by DIRECTORS. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if the Secretary, acting at the direction of the Chairman, issues a consent in writing setting forth the action so taken and signed by all of the Directors.

Section 16. PROXIES. A Director may vote in person or by proxy executed in writing by that Director. No proxy shall be valid after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided

therein to be irrevocable and unless otherwise made irrevocable by law. A Director represented by proxy shall not be counted toward a quorum.

Section 17. REMOVAL and RESIGNATION. Any Director may be removed from office, with cause and after notice and hearing by the affirmative vote of two-thirds (2/3) of the Board of Directors present at a meeting in which a quorum is present. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors.

Section 18. COMPENSATION. Directors shall not receive any compensation for their services other than reimbursement or payment of expenses incurred by them and authorized or approved by the Board in the performance of their duties. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 19. ACTIONS by CONFERENCE TELEPHONE. Subject to any notice of meeting requirements in these By-laws or under Texas law, members of the Board of Directors or members of any committee designated by such Board may participate in and hold a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any such meeting shall be promptly prepared by the Secretary of the same, circulated to all members entitled to vote at the meeting (whether they participated or not), meeting minutes, and called to the attention of such Board of Directors or committee at its next regular meeting.

ARTICLE V OFFICERS

Section 1. DESIGNATION. The officers of the corporation shall be a Chairman, a Secretary, a Treasurer.

Section 2. ELECTION and TERM of OFFICE. The officers of the corporation shall be elected at its first meeting and annually thereafter by the Board at the August meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be held. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for a period of one (1) year or until his or her successor shall have been duly elected.

Section 3. REMOVAL. Any officer elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, except in a case involving moral turpitude or criminality.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. CHAIRMAN. The Chairman shall be the principal executive officer of the corporation and shall preside at all meetings of the Board and all Executive Committee meetings. He or she may sign, with the Secretary or any other proper officer of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman, including the power to appoint committees and employ personnel, and such other duties as may be prescribed by the Board from time to time.

Section 6. SECRETARY. The Secretary shall keep the minutes of the meetings of the Board and Executive Committee in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

Section 7. TREASURER. If required by the Board by written resolution, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and in general perform all the duties incident to the office of Treasurer and such other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

ARTICLE VI
COMMITTEES

Section 1. **Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee which shall consist of officers then in office, who shall, to the extent provided in said resolution, have and exercise the authority of the Board of Directors in the management of the corporation, except that the Executive Committee shall not have the authority of the board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; restating Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; increasing the annual budget adopted by the Board; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee and the delegation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

The Executive Committee shall report back to the full Board on its activities, specifically identifying any resolutions which have been altered, repealed or amended by the Committee since the previous regularly scheduled meeting. The Chairman of the Board of the corporation shall chair the Executive Committee. This Committee shall meet as called by the Chairman. The Chief Education Officer shall be a non-voting member of the Executive Committee.

Section 2. **OTHER COMMITTEES.** Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The Chairman of the Board shall appoint the chairmen thereof.

Section 3. **NOMINATING COMMITTEE.** A Nominating Committee shall be elected by the Board at the June (regular) meeting and that Committee shall present a slate of officer nominees to all Board Members within thirty (3) days prior to the August meeting. Additional nominations from the floor are accepted (with consent of the nominee). Elections shall be held at the August meeting, as set forth in Article V, Section 2 of these By-laws.

Section 4. ~~TERM of OFFICE.~~ Each chairman and members of a committee shall continue as such until the next annual meeting of the Board of Directors.

Section 5. ~~QUORUM.~~ Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

Section 5. ~~RULES.~~ Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Directors.

ARTICLE VII
CHIEF EDUCATION OFFICER

Section 1. ~~APPOINTMENT.~~ The Chief Education Officer shall be employed by the Board of Directors (who shall set compensation) and shall report to the Chairman and the Board of Directors.

Section 2. ~~RESPONSIBILITY AND AUTHORITY.~~ The Chief Education Officer shall coordinate and supervise the business of the "School" as directed by the Board of Directors; shall appoint such other employees as the Board of Directors shall deem necessary; shall direct and be responsible for the work deemed necessary; shall direct and be responsible for the work of such employees; shall, unless otherwise limited by the Board of Directors, have the power to remove all employees.

The Chief Education Officer shall meet with and report to the Board of Directors. The Chief Education Officer or staff designee shall likewise meet with and advise all other committees of the "School".

Section 3. ~~REMOVAL.~~ The Chief Education Officer, or any agent or employee may be removed by the Board of Directors whenever in the judgment of the Board, the business of the "School" will be served thereby. In such event the Chief Education Officer, agent or employee shall have the right of a hearing before a regular or special meeting of the Board of Directors. A two-thirds (2/3) vote of the Board of Directors (present at the meeting in which a quorum is present) shall be required for removal.

ARTICLE VIII
ADVISORY BOARDS AND VOLUNTEER POSITIONS

The Chief Education Officer shall appoint advisory Boards as authorized by Resolutions of the Board of Directors. Such boards shall consist of un-paid volunteers serving the purposes of the Brazos River Charter School and are supervised by the Chief Education Officer.

Other volunteer positions, such as "Mentors" and office volunteers, shall be appointed and supervised by the Chief Education Officer as authorized by Resolutions of the Board of Directors.

ARTICLE IX
FINANCE AND ACCOUNTING

Section 1. **CONTRACTS.** The Board may authorize any officer or officers, agent or agents, of the corporation in addition to the officers so authorized by these By-laws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

Section 2. **CHECKS and DRAFTS.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall require the signature of two (2) persons out of officers of the Board and the Chief Education Officer.

Section 3. **DEPOSITS and FUNDS.** All funds of the corporation (with the exception of a Petty Cash fund) shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select. The accounts of the "school" shall be audited annually by an outside accounting firm selected by the Board after the close of the fiscal year and a copy of the audit submitted to the Board of Directors. Periodic financial reports shall be submitted to the Board. The Board of Directors shall provide bonding for officers and staff having access to the funds of the "school".

Section 4. **FISCAL YEAR.** The fiscal year of the corporation shall be from September 1st through August 31st.

Section 5. **BUDGET.** An annual operating budget shall be prepared by the Chief Education Officer in conjunction with the Finance Committee. The budget shall be submitted to the Board of Directors at its October meeting. A majority vote of members present at a meeting of the Board presented by the Chief Education Officer may be proposed at any Board meeting, provided that three days prior notice of such amendments has been given to all Board members.

Section 6. **CONDITIONAL GIFTS.** The Board may accept or reject gifts to the corporation carrying conditions or restrictions as to use. Conditions or restrictions placed on gifts that are accepted by the Board shall be complied with by the Board.

ARTICLE X
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. All books and records of the corporation may be inspected by any member or his/her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
POWER OF BOARD TO SOLICIT DONATIONS

The Board of Directors shall have full power and authority to solicit donations in the name of the Brazos River or to apply for grants and funds whenever, in the discretion of the Board, the exercise of said power is required in the general interest of the "school"

ARTICLE XII
RULES OF ORDER

The rules contained in "Robert's Rules of Order Revised" shall govern this organization in all cases to which they are applicable and in which they are consistent with these By-Laws.

ARTICLE XIII
SEAL

The Board of Directors may provide a corporate seal which shall have inscribed thereon the name of the corporation and may be in such form as the Board of Directors may determine, and may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XIV
NOTICES

Section 1. ATTENDANCE as WAIVER. Any Director may waive notice of any meeting. The attendance of a Director at any such meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section. WRITTEN WAIVER. Whenever any notice is required to be given under provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the By-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 3. PURPOSE. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

ARTICLE XV
AMENDMENTS TO BY-LAWS

These By-laws may be altered, amended, or repealed and new By-laws may be adopted by a two-thirds (2/3) majority of the Directors present at any regular scheduled meeting or at any special meeting, if at least five (5) days written notice is given of an intention to alter, amend, or repeal these By-laws or to adopt new By-laws are hereby authenticated as the By-laws adopted at the organizational meeting of the organization on January 12th, 2000.

Bylaws
Brazos River School

ARTICLE 1
NAME OF CORPORATION

The name of the Corporation is the Brazos River School, hereinafter designated as "school". Any reference to the Board shall mean the Board of Directors of "school" unless otherwise specified.

ARTICLE II
OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the "School" in the State of Texas shall be in the City of Arlington, County of Tarrant. The "School" may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the "School" may require from time to time.

Section 2. REGISTERED OFFICE AND REGISTERED AGENT. The "School" shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office is identical with such registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the "School" in the State of Texas and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III
PURPOSE

Section 1. GENERAL PURPOSES. The general purpose of the corporation is to render and provide, on a non-profit basis, services designed to strengthen the education of people of all ages and in so doing to assume, to a material extent, that which might otherwise become the duty of the community or the State. Such services shall include, but not be limited to, one or more of the following: Provide a continuous sequential series of courses that provide a pathway for students to progress through an educational system that will prepare them for post secondary training or job training and or job placement. Provide guidance and crisis counseling, Provide parenting training, Further descriptions of the purposes of the corporation are stated in Article 4, sections A-J of the Articles of Incorporation of the "school".

The purposes for which the corporation is organized are exclusively charitable and educational within the meaning of Section 501 (c) 3 of IRS Code of 1954 and will be non-discriminatory according to Federal and State mandates.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. POWER OF MANAGEMENT. The affairs of the "School" shall be governed by a Board of Directors, which shall have all the powers and duties necessary or appropriate for administration of the business and affairs of the "School", including control and disposition of its properties and funds.

Section 2. NUMBERS. The Board of Directors of the "School" shall consist of no less than three (3) members and no more than seven (7) members. The number of Directors may be increased or decreased from time to time by amendment to these By-Laws, but no decrease shall have the effect of eliminating or excluding from office any Director.

Section 3. QUALIFICATIONS. The directors shall be broadly representative of community interests and professional experience having an interest in serving the community by strengthening the Education and Employment of persons served by the "School".

Section 4. TERM. Unless a Director resigns, or becomes disqualified to serve, as provided in Section 17, each Director shall serve in office for three (3) years or until a successor has been elected.

Section 5. TERM OF OFFICE. Upon the expiration of the original term of office of an initial Director, the respective successor Director shall be elected for a term of three (3) years.

Section 6. ELECTION. Directors shall be elected annually to the Board of Directors on or before the August meeting of each year by a majority of the members then serving on the Board of Directors.

Section 7. VACANCIES. A vacancy shall be declared, by a majority of the Board, in any seat on the Board, upon the death or resignation of the occupant rendering him or her incapable of participating in the management and affairs of the corporation.

Section 8. FILLING OF VACANCIES AND UNEXPIRED TERMS. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 9. BOARD SELF-PERPETUATING. The Board shall be a self-perpetuating body. The manner of electing successors to the Directors, filling vacancies occurring in the Board, and filling any Directorship created by reason of an increase in the number of Directors shall be by the affirmative vote of a majority of the remaining Directors through less than a quorum of the Board.

Section 10. SUCCESSOR. Any Director whose term of office shall have expired may be elected to succeed him or herself.

Section 11. REGULAR MEETINGS. The regular meetings of the Board shall be held at least once per quarter at the corporation's principal office or at any other place which may be designated by resolution of the Board for the election of Directors and officers and for the transaction of such other business as may lawfully come before the meeting. The Secretary shall give notice to the Directors of regular meetings as required under Texas law or these By-laws.

Section 12. SPECIAL MEETINGS. Special meetings of the Board shall be held whenever called by the Chairperson of the Corporation upon the direction of the Chairman of the corporation and it shall be the duty of the Secretary to give sufficient notice of the meeting at least three (3) days in advance of the meeting in person or by mail, telegraph, or telecopy to enable the Directors so notified to attend such meetings. The person calling the special meeting of the Board may fix any place within the State of Texas, as the place for holding such a meeting of the Board called by them.

Section 13. QUORUM. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board convened according to these By-laws; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 14. MANNER of ACTING. The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these by-laws.

Section 15. REMOVAL and RESIGNATION. Any Director may be removed from office, with cause and after notice and hearing by the affirmative vote of two-thirds (2/3) of the Board of Directors present at a meeting in which a quorum is present. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors.

Section 16. COMPENSATION. Directors shall not receive any compensation for their services other than reimbursement or payment of expenses incurred by them and authorized or approved by the Board in the performance of their duties. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 17. ACTIONS by CONFERENCE TELEPHONE. Subject to any notice of meeting requirements in these By-laws, under Texas law, or as allowed by the Texas Open Meetings Act, members of the Board of Directors or members of any committee designated by such Board may participate in and hold a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any such meeting shall be promptly prepared by the Secretary of the same, circulated to all members entitled to vote at the meeting (whether they participated or not), meeting minutes, and called to the attention of such Board of Directors or committee at its next regular meeting.

ARTICLE V OFFICERS

Section 1. DESIGNATION. The officers of the corporation shall be a Chairman, a Secretary, a Treasurer.

Section 2. ELECTION and TERM of OFFICE. The officers of the corporation shall be elected at its first meeting and annually thereafter by the Board at the August meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be held. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for a period of one (1) year or until his or her successor shall have been duly elected.

Section 3. REMOVAL. Any officer elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, except in a case involving moral turpitude or criminality.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. CHAIRMAN. The Chairman shall be the principal executive officer of the corporation and shall preside at all meetings of the Board and all Executive Committee meetings. He or she may sign, with the Secretary or any other proper officer of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman, including the power to appoint committees and employ personnel, and such other duties as may be prescribed by the Board from time to time.

Section 6. SECRETARY. The Secretary shall keep the minutes of the meetings of the Board and Executive Committee in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to hem or her by the Chairman or by the Board.

Section 7. TREASURER. If required by the Board by written resolution, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and in general perform all the duties incident to the office of Treasurer and such other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board and delegated to the Chief Education Officer.

ARTICLE VI COMMITTEES

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee which shall consist of officers then in office, who shall, to the extent provided in said resolution, have and exercise the authority of the Board of Directors in the management of the corporation, except that the Executive Committee shall not have the authority of the board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director of officer of the corporation; amending the Articles of Incorporation; restating Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; increasing the annual budget adopted by the Board; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee and the delegation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

The Executive Committee shall report back to the full Board on its activities, specifically identifying any resolutions which have been altered, repealed or amended by the Committee since the previous regularly scheduled meeting. The Chairman of the Board of the corporation shall chair the Executive Committee. This Committee shall meet as called by the Chairman. The Chief Education Officer shall be a non-voting member of the Executive Committee.

Section 2. OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The Chairman of the Board shall appoint the chairmen thereof.

Section 3. NOMINATING COMMITTEE. A Nominating Committee shall be elected by the Board at the June (regular) meeting and that Committee shall present a slate of officer nominees to all Board Members within thirty (30) days prior to the August meeting. Additional nominations from the floor are accepted (with consent of the nominee). Elections shall be held at the August meeting, as set forth in Article V, Section 2 of these By-laws.

Section 4. TERM of OFFICE. Each chairman and members of a committee shall continue as such until the next annual meeting of the Board of Directors.

Section 5. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee.

Section 5. RULES. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Directors.

ARTICLE VII CHIEF EDUCATION OFFICER

Section 1. APPOINTMENT. The Chief Education Officer shall be employed by the Board of Directors (who shall set compensation) and shall report to the Chairman and the Board of Directors.

Section 2. RESPONSIBILITY AND AUTHORITY. The Chief Education Officer shall coordinate and supervise the business of the "School" as directed by the Board of Directors; shall appoint such other employees as the Board of Directors shall deem necessary; shall direct and be responsible for the work deemed necessary; shall direct and be responsible for the work of such employees; shall, unless otherwise limited by the Board of Directors, have the power to remove all employees.

The Chief Education Officer shall meet with and report to the report to the Board of Directors. The Chief Education Officer or staff designee shall likewise meet with and advise all other committees of the "School".

Section 3. REMOVAL. The Chief Education Officer, or any agent or employee may be removed by the Board of Directors whenever in the judgment of the Board, the business of the "School" will be served thereby. In such event the Chief Education Officer, agent or employee shall have the right of a hearing before a regular or special meeting of the Board of Directors. A two-thirds (2/3) vote of the Board of Directors (present at the meeting in which a quorum is present) shall be required for removal.

ARTICLE VIII ADVISORY BOARDS AND VOLUNTEER POSITIONS

The Chief Education Officer shall appoint advisory Boards as authorized by Resolutions of the Board of Directors. Such boards shall consist of un-paid volunteers serving the purposes of the Brazos River Charter School and are supervised by the Chief Education Officer.

Other volunteer positions, such as "Mentors" and office volunteers, shall be appointed and supervised by the Chief Education Officer as authorized by Resolutions of the Board of Directors.

ARTICLE IX FINANCE AND ACCOUNTING

Section 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents, of the corporation in addition to the officers so authorized by these By-laws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

Section 2. CHECKS and DRAFTS. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall require the signature of two (2) persons out of officers of the Board and the Chief Education Officer for purchases over \$10,000.

Section 3. DEPOSITS and FUNDS. All funds of the corporation (with the exception of a Petty Cash fund) shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select. The accounts of the "school" shall be audited annually by an outside accounting firm selected by the Board after the close of the fiscal year and a copy of the audit submitted to the Board of Directors. Periodic financial reports shall be submitted to the Board. The Board of Directors shall provide bonding for officers and staff having access to the funds of the "school".

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be from September 1st through August 31st.

Section 5. BUDGET. An annual operating budget shall be prepared by the Chief Education Officer in conjunction with the Finance Committee,. The budget shall be submitted to the Board of Directors at its October meeting. A majority vote of members present at a meeting of the Board presented by the Chief Education Officer may be proposed at any Board meeting, provided that three days prior notice of such amendments has been given to all Board members.

Section 6. CONDITIONAL GIFTS. The Board may accept or reject gifts to the corporation carrying conditions or restrictions as to use. Conditions or restrictions placed on gifts that are accepted by the Board shall be complied with by the Board.

ARTICLE X BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. All books and records of the corporation may be inspected by any member or his/her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI POWER OF BOARD TO SOLICIT DONATIONS

The Board of Directors shall have full power and authority to solicit donations in the name of the Brazos River or to apply for grants and funds whenever, in the discretion of the Board, the exercise of said power is required in the general interest of the "school"

ARTICLE XII RULES OF ORDER

The rules contained in "Robert's Rules of Order Revised" shall govern this organization in all cases to which they are applicable and in which they are consistent with these By-Laws.

ARTICLE XIII
SEAL

The Board of Directors may provide a corporate seal which shall have inscribed thereon the name of the corporation and may be in such form as the Board of Directors may determine, and may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XIV
NOTICES

Section 1. ATTENDANCE as WAIVER. Any Director may waive notice of any meeting. The attendance of a Director at any such meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section. WRITTEN WAIVER. Whenever any notice is required to be given under provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the By-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 3. PURPOSE. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

ARTICLE XV
AMENDMENTS TO BY-LAWS

These By-laws may be altered, amended, or repealed and new By-laws may be adopted by a two-thirds (2/3) majority of the Directors present at any regular scheduled meeting or at any special meeting, if at least three (3) days written notice is given of an intention to alter, amend, or repeal these By-laws or to adopt new By-laws are hereby authenticated as the By-laws adopted at the organizational meeting of the organization on January 12th, 2000.



Attachment F

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

BRAZOS RIVER SCHOOL
CHARTER NUMBER 01565490

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JAN. 25, 2000

EFFECTIVE JAN. 25, 2000



SAS A529-05
Elton Bomer, Secretary of State
RFA #701-04-034

Calendar

EVENTS AND HAPPENINGS IN PARKER COUNTY

SUNDAY

Notice of Intent to Apply for Open-Enrollment Charter School

Sponsoring Entity: Brazos River School is a Texas non-profit entity created for the sole purpose of sponsoring a charter school application. This non-profit entity is applying to the State Board of Education for approval to operate an open-enrollment charter school to be named Crosstimbers Academy, serving grades 9-12, located in or around Weatherford.

The Chief Executive Officer of the proposed school is Mike Thames. Board members of the sponsoring entity include Gary Bender, Jay Lewis, Jason Bunting, and Glennis Woodall. The proposed location of the school is in Parker County.

The school will accept referred students from area school districts, students that have not been successful in the traditional public school, and home-schooled students. Crosstimbers Academy is designed as an alternative to the traditional public school environment. Students will participate in both teacher-taught and self-paced learning. Class sizes are expected to be 1 teacher for every 10 students in the classroom. Every Crosstimbers student will utilize technology in the classroom and during field-based learning opportunities.

Opening date if approved August 2006.

The organizers of Crosstimbers Academy would like to invite the public to an informational meeting which will be held at Weatherford College in the Large Conference Room at 7:00 p.m. on Tuesday, February 22, 2005.

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

594-4682, Sally at (817) 279-0904 or check at Betty Wright

Creations, 126-A York Ave.

Yoga Class — \$8 per class; 5:30 to 6:30 p.m. Tuesdays at Harberger

mation, call Jack Edwards at (817) 613-0400.

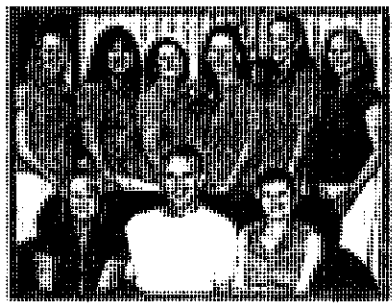
Peaster Musical, every third

Saturday of the month at Peaster Community Center; bands booked

6 p.m. every Friday at First United Methodist Church, 301 S. Main,

Weatherford. For information, call

(800) 366-2834 or visit www.carterbloodcare.org.



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#1 Horse Hay & Cheap Cow Hay. Round & Square Bales. Delivery Available. 817-558-4477

Coastal Round Bales square bales also Call 596-0762 or 829-3254

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Top Quality Coastal Round Bales Fertilized & Weeded. \$25. Near Grafard 817-401-7384 • 817-731-2022

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G237 FOR SALE**

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Coastal Round, 13% Protein. Full Leaf, No weeds. \$30.00 / \$35.00 817-596-0918

Excellent Coastal Hay, Round Bales. 1,100 lbs. 817-596-5251

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10 Or More Rolls \$20
50 Or More \$15
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**Notice of Intent to Apply for
Open-Enrollment Charter School**

Sponsoring Entity. Brazos River School is a Texas non-profit entity created for the sole purpose of sponsoring a charter school application. This non-profit entity is applying to the State Board of Education for approval to operate an open-enrollment charter school to be named Crosstimbers Academy, serving grades 9-12, located in or around Weatherford.

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Opening date if approved August 2006.

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The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

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ATTACHMENT H: SYNOPSIS OF PUBLIC HEARING

SPONSORING ENTITY: Brazos River School
PROPOSED CHARTER SCHOOL: **Crosstimbers Academy**
MEETING DATE & TIME: Tuesday, February 22, 2005 @ 7 p.m.
MEETING PLACE: Weatherford College, Large Conference Room

SYNOPSIS OF MEETING

An informational meeting was held to discuss the formation of Crosstimbers Academy, to be located in the Parker County area. 47 community members were in attendance.

The meeting began with Mike Thames introducing himself and giving his background in education, as well as the brief backgrounds of each board member.

The vision of Crosstimbers Academy was discussed including the statement of need for this type of community-driven school, community impact, grade levels to be served, half-day programming, school environment, and the general education program to be offered.

With the conclusion of the informational meeting, a time of Question and Answer was offered. Community members in attendance asked questions referenced below:

Q: What is a charter school?

A: A public school set up to: school choice, introduce competition, close achievement gap in subgroups, improve student achievement with less funding, utilizing creativity, innovation, and strong accountability.

Q: Will the teachers be qualified?

A: Yes, explained *No Child Left Behind* and requirements written in charter

Q: How can you offer a 4-hour day and get done what is required?

A: Teacher/pupil ratio will be 1:10, eliminating "fluff", focus in on core subjects

Q: Do you charge tuition?

A: No. Crosstimbers Academy is a public school, however, Crosstimbers Academy can/will accept donations, is a 501C3.

Q: Why are so many charters doing so poorly?

A: Many charters are operated by business professionals, many of which have little knowledge of education. Many charters focus on the at-risk student populations and those students are behind when they enroll. Student mobility has an impact on success as well.

Q: Will this school have a special education program?

A: Yes. Crosstimbers Academy will provide any and all services identified in an ARD / IEP.

Q: How will the public schools in our area react to a charter school?

A: Most will feel threatened at first, but will begin to realize that we can help them by serving those that they cannot.

Q: How can Crosstimbers Academy offer a quality education while funding is low?

A: Crosstimbers will offer an education program that will be characterized by little overhead for facilities. The money that is saved on facilities in comparison with the traditional public schools will go directly to high quality instruction.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">ALEDO ISD SUPT. + BOARD PRESIDENT 1008 BAILEY RANCH RD. ALEDO, TX 76008-4407</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p style="font-size: 1.5em;">1505</p>

PS Form 3811, February 2004

Domestic Return Receipt

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City, State, ZIP+4[®]
ALEDO TX 76008-4407

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 ALEDO TX 760070
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UNITED STATES

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305 PINE ST.
 City, State, ZIP+4
MILLSAP TX 76066-9444

Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.42

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305 PINE ST.
MILLSAP TX
76066-9444

2. Article Number (Transfer from service label)
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 If YES, enter delivery address below:

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 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Recipient's Name (Please Print Clearly) (to be completed by mailer)
SPRINGTOWN ISD
 Street, Apt. No., or PO Box No.
101 E. SECOND ST.
 City, State, ZIP+4
SPRINGTOWN TX 76082-2566

Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.42

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 MEMO TX 76070
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1. Article Addressed to:
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SUPT. + BOARD PRESIDENT
101 E. SECOND ST.
SPRINGTOWN TX
76082-2566

2. Article Number (Transfer from service label)
1529

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COMPLETE THIS SECTION ON DELIVERY

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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Recipient's Name (Please Print Clearly) (to be completed by mailer)
BROCK
 Street, Apt. No., or PO Box No.
100 BRINDSTONE ROAD
 City, State, ZIP+4
BROCK TX 76087-9636

Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.42

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 MEMO TX 76070
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1. Article Addressed to:
BROCK ISD
SUPT. AND BOARD PRESIDENT
100 BRINDSTONE ROAD
BROCK, TEXAS
76087-9636

2. Article Number (Transfer from service label)
1512

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PEASTER 1SD
SUPT. + BOARD PRESIDENT
P.O. Box 129
PEASTER, TX
76485-0129

2. Article Number
(Transfer from service label)
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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
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 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

MEMO TX 76070
 Postmark Here
FEB 16 2005
 USPS

Postage	\$ 1.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Peaster 1SD
 Street, Apt. No., or PO Box No.
P.O. Box 129
 City, State, ZIP+4
Peaster TX 76485-0129

PS Form 3800, February 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
POOLVILLE 1SD
SUPT. + BOARD PRES.
P.O. Box 96
POOLVILLE, TX
76487-0096

2. Article Number
(Transfer from service label)
1543

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

MEMO TX 76070
 Postmark Here
FEB 17 2005
 USPS

Postage	\$ 1.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Poolville 1SD
 Street, Apt. No., or PO Box No.
P.O. Box 96
 City, State, ZIP+4
Poolville TX 76487-0096

PS Form 3800, February 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
WEATHERFORD 1SD
SUPT. + BOARD PRESIDENT
1100 LONGHORN DRIVE
WEATHERFORD, TX
76086

2. Article Number
(Transfer from service label)
1550

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

MEMO TX 76070
 Postmark Here
FEB 17 2005
 USPS

Postage	\$ 1.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Weatherford 1SD
 Street, Apt. No., or PO Box No.
1100 Longhorn Drive
 City, State, ZIP+4
Weatherford, TX 76086

PS Form 3800, February 2000 See Reverse for Instructions

**Attachment J
Audit Report**

BRAZOS RIVER CHARTER SCHOOL

**ANNUAL FINANCIAL AND
COMPLIANCE REPORTS**

FOR THE YEAR ENDED AUGUST 31, 2004

BRAZOS RIVER CHARTER SCHOOL
ANNUAL FINANCIAL AND COMPLIANCE REPORT
FOR THE YEAR ENDED AUGUST 31, 2004

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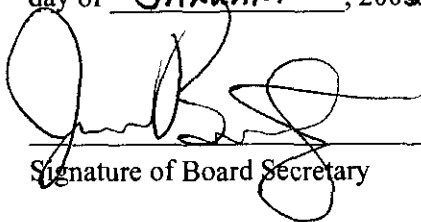
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BRAZOS RIVER CHARTER SCHOOL
COUNTY-DISTRICT NO. 213801

ANNUAL FINANCIAL AND COMPLIANCE REPORT
FOR THE YEAR ENDED AUGUST 31, 2004

CERTIFICATE OF BOARD OF DIRECTORS

We, the undersigned, certify that the attached Annual Financial and Compliance Report of Brazos River Charter School was reviewed and (check one) approved disapproved for the year ended August 31, 2004, at a meeting of the governing body of said charter school on the 11TH day of JANUARY, 2005.



Signature of Board Secretary



Signature of Board President

NOTE: If the governing body of the charter school does not approve the independent auditors' report, it must forward a written statement discussing the reason(s) for not approving the report.



GREGORY S. DELK



**CERTIFIED PUBLIC ACCOUNTANT
CERTIFIED FINANCIAL PLANNER**

INDEPENDENT AUDITOR'S REPORT

Unqualified Opinion on General-Purpose Financial Statements

Board of Directors
Brazos River Charter School
Nemo, Texas

I have audited the accompanying general-purpose financial statements of Brazos River Charter School as of and for the year ended August 31, 2004. These general-purpose financial statements are the responsibility of the Brazos River Charter School's management. My responsibility is to express an opinion on these general-purpose financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the general-purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general-purpose financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general-purpose financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the general-purpose financial statements referred to above present fairly, in all material respects, the financial position of Brazos River Charter School as of August 31, 2004, and the respective changes in its net assets, and its cash flows for the year then ended, in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, I have also issued my report dated December 1, 2004 on my consideration of Brazos River Charter School's internal control over financial reporting and my tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of my audit.

My audit was performed for the purpose of forming an opinion on the general-purpose financial statements of Brazos River Charter School taken as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the general-purpose financial statements. Such information has been subjected to the auditing procedures applied in the audit of the general-purpose financial statements and, in my opinion, is fairly stated, in all material respects, in relation to the general-purpose financial statements taken as a whole.

Gregory S. Delk, CPA, CFP
December 1, 2004

GENERAL-PURPOSE FINANCIAL STATEMENTS

BRAZOS RIVER CHARTER SCHOOL
Statement of Financial Position
August 31, 2004

Exhibit A-1

ASSETS

Current Assets

Cash in Banks and On Hand	\$ 221,071.79
Due from State	6,887.00
Other Receivables	515.00
Total Current Assets	<u>228,473.79</u>

Property and Equipment

Leasehold Improvements	118,723.78
Vehicles	41,282.64
Furniture and Equipment	175,136.19
Accumulated Depreciation	<u>(116,754.30)</u>
Total Property and Equipment	218,388.31

Other Assets

Retainer	<u>500.00</u>
Total Other Assets	500.00

TOTAL ASSETS	<u><u>\$ 447,362.10</u></u>
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LIABILITIES AND NET ASSETS

Current Liabilities

Accounts Payable	\$ 11,510.89
Bonds & Loans Payable	2,573.45
Payroll Taxes Payable	14,030.82
Accrued Wages Payable	<u>39,183.37</u>
Total Current Liabilities	67,298.53

Net Assets

Unrestricted Net Assets (Deficiency)	0.00
Temporarily Restricted Net Assets (Deficiency)	<u>380,063.57</u>
Total Net Assets	380,063.57

TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 447,362.10</u></u>
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BRAZOS RIVER CHARTER SCHOOL
Statement of Activities
For the Year Ended August 31, 2004

Exhibit A-2

	Unrestricted	Temporarily Restricted	Totals
<u>REVENUE AND OTHER SUPPORT</u>			
Local Support--			
Earnings on Temporarily Invested Cash	\$	\$ 1,242.79	\$ 1,242.79
Donations		1,200.00	1,200.00
Enterprise Fund Revenue		280.00	280.00
Allowable Activity Fees		15,035.73	15,035.73
Total Local Support	0.00	17,758.52	17,758.52
State Program Revenues--			
Optional Extended Year		831.00	831.00
Foundation School Program		768,052.00	768,052.00
Technology Allotment		3,364.00	3,364.00
Total State Program Revenues	0.00	772,247.00	772,247.00
Federal Program Revenues--			
Food Service Activity		595.78	595.78
School Breakfast Program		982.00	982.00
Title IV, Part A		726.00	726.00
Title I, Part A		23,457.00	23,457.00
IDEA-Part B Formula		11,452.00	11,452.00
Carl D. Perkins Career & Technology		1,256.00	1,256.00
Title II, Part A		6,316.00	6,316.00
Repair & Renovation Grant		10,383.70	10,383.70
Title II, Part D		633.00	633.00
Title V, Part A		923.00	923.00
GAPS Education		15,367.54	15,367.54
Total Federal Program Revenues	0.00	72,092.02	72,092.02
Net Assets Released from Restrictions	891,850.06	(891,850.06)	0.00
Total Revenue and Other Support	891,850.06	(29,752.52)	862,097.54
<u>EXPENSES</u>			
Program Services:			
Instructional and Instructional Related Services	468,966.35	----	468,966.35
Instructional and School Leadership	71,059.32	----	71,059.32
Support Services:			
Administrative Support Services	137,106.73	----	137,106.73
Support Services-Non-Student Based	165,100.28	----	165,100.28
Support Services-Student (Pupil)	49,537.38	----	49,537.38
Ancillary Services	80.00	----	80.00
Total Expenses	891,850.06	0.00	891,850.06
Change in Net Assets	0.00	(29,752.52)	(29,752.52)
Net Assets (Deficiency), Beginning of Year	----	409,816.09	409,816.09
Net Assets (Deficiency), End of Year	\$ 0.00	\$ 380,063.57	\$ 380,063.57

BRAZOS RIVER CHARTER SCHOOL
Statement of Cash Flows
For the Year Ended August 31, 2004

Exhibit A-3

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Received from Government Contracts	\$ 846,310.02
Cash Received from Miscellaneous Local Sources	17,758.52
Cash Paid to Suppliers for Goods and Services	(133,572.15)
Cash Paid to Employees for Services	(701,090.69)
Cash Paid for Interest Expense	(696.46)
Net Cash Provided By Operating Activities	<u>28,709.24</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Miscellaneous Receivables Collected	400.00
Retainer Paid	(500.00)
Purchase of Property and Equipment	(34,035.16)
Net Cash Used By Investing Activities	<u>(34,135.16)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on Loan Principal	(13,062.42)
Net Cash Used By Investing Activities	<u>(13,062.42)</u>
Net Decrease in Cash	(18,488.34)
Cash at Beginning of Year	<u>239,560.13</u>
Cash at End of Year	<u><u>\$ 221,071.79</u></u>
 RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Change in Net Assets	\$ (29,752.52)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided By Operating Activities:	
Depreciation	46,248.24
(Increase) Decrease in Operating Assets--	
Due from State	2,486.00
Other Receivables	(515.00)
Increase (Decrease) in Operating Liabilities--	
Accounts Payable	9,994.83
Accrued Wages Payable	(340.25)
Payroll Taxes Payable	587.94
Net Adjustments	<u>58,461.76</u>
Net Cash Provided By Operating Activities	<u><u>\$ 28,709.24</u></u>

NOTES TO FINANCIAL STATEMENTS

BRAZOS RIVER CHARTER SCHOOL
Notes To Financial Statements
For the Year Ended August 31, 2004

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Nature of Activities –

Brazos River Charter School provides high school curricula for students in grades 8 – 12. The School operates under an open enrollment charter granted by the State of Texas Board of Education. This charter was issued for a period of five years and is subject to review and renewal prior to the expiration date of the original charter. The School is part of the public school system of the State of Texas and is therefore entitled to distribution from the State's available school fund. The School does not have the authority to impose ad valorem taxes or to charge tuition.

The School was incorporated in January 2000 and has been recognized as an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

B. Accounting Policies –

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. The Financial Accounting Standards Board is the accepted standard setting body for establishing not-for-profit accounting and financial reporting principles. The accounting system is organized under the *Special Supplement to Financial Accounting and Reporting – Nonprofit Charter School Chart of Accounts*, a module of the Texas Education Agency Financial Accountability Resource Guide. The significant accounting policies are as follows:

To insure observance of limitations and restrictions placed on the use of resources available to the School, the accounts are maintained in accordance with the principles of fund accounting during the year. Resources for various purposes are classified into funds according to their nature and purposes. Separate accounts are maintained for each fund; however, the accompanying statements of financial position and of activities focus on the organization as a whole and reports the amounts of its total assets, liabilities, net assets and changes in net assets in accordance with Financial Accounting Standards Board Statement No. 117.

The statement of financial position reports the amounts of each of two classes of net assets: temporarily restricted and unrestricted net assets.

- ❖ Temporarily restricted net assets result from contributions and other inflows of assets that are limited by donor imposed stipulations that can be fulfilled and removed by actions of the School pursuant to those stipulations.

When a donor restriction expires, that is, when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

- ❖ Unrestricted net assets are the remaining part of the School's net assets that is neither permanently restricted nor temporarily restricted by donor imposed stipulations. Property and equipment are included in unrestricted net assets.
- ❖ Permanently restricted net assets result from contributions and other inflows of assets that are required to be maintained in perpetuity with only the income to be used for the School's activities due to donor-imposed restrictions.

BRAZOS RIVER CHARTER SCHOOL
Notes To Financial Statements
For the Year Ended August 31, 2004

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Cash and Cash Equivalents –

For purposes of the statement of cash flows, cash and cash equivalents are comprised of cash on hand and in banks.

D. Fixed Assets and Depreciation –

All assets acquired with a value of \$500.00 or greater are recorded as fixed assets and are valued at cost or estimated cost. Donated assets are reported at the fair market value at the time of acquisition. Depreciation of building improvements and equipment is provided over the estimated useful lives of the assets on a straight line basis.

E. Revenues –

Revenues from the State of Texas available school fund are earned based on reported attendance.

Contributions received are recognized as revenue in the period received and are reported as either restricted or unrestricted support, in accordance with Statement of Financial Accounting Standards (SFAS) No. 116, *Accounting for Contributions Received and Contributions Made*.

- ❖ Contributions with donor imposed restrictions are reported as restricted support. Restricted support increases temporarily restricted net assets.
- ❖ Contributions without donor imposed restrictions are reported as unrestricted support. Unrestricted support increases unrestricted net assets.

Government grant contracts that are entered into by the School are recognized as revenue when services are rendered or when expenses in connection with those services are incurred.

F. Donated Goods and Services –

Donated goods and services that can be measured and meet certain other requirements are recorded in the financial statements as in kind contributions and expenses of a like amount.

G. Personal Leave –

Full-time employees are allowed up to six days of paid personal leave per year. However, unused balances at year end are considered immaterial. Therefore, there is no liability accrued on the financial statements.

H. Estimates –

In preparation of the financial statements and in conformity with generally accepted accounting principles, management's estimated useful lives of asset classes were used in the calculation of depreciation.

BRAZOS RIVER CHARTER SCHOOL
Notes To Financial Statements
For the Year Ended August 31, 2004

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Functional Allocation of Expenses –

The expense of the various programs and other activities has been presented on a functional basis in the statement of activities. Accordingly, certain expenses and supporting service costs have been allocated among the various programs.

2. BUILDING IMPROVEMENTS AND EQUIPMENT

An analysis of building improvements and equipment at August 31, 2004, is presented as follows:

Asset	Cost	Accumulated Depreciation	Net	Straight Line Depr. Rate
Leasehold Improvements	\$ 118,723.78	18,153.98	100,569.80	6.67%
Vehicles	41,282.64	22,705.46	18,577.18	20.00%
Furniture & Equipment	175,136.19	75,894.86	99,241.33	14.29%
Total	\$ 335,142.61	116,754.30	218,388.31	

Depreciation expense for the year ended August 31, 2004 was \$46,248.24. Capital assets acquired with public funds received by the School constitute public property pursuant to Chapter 12 of the Texas Education Code. These assets are specifically identified on the Schedule of Capital Assets.

3. SHORT-TERM DEBT

Short-term notes payable consists of a note payable to a bank secured by 2 school buses. The note is at 10% interest, principal and interest due in monthly installments. It should be fully paid with approximately 2 more payments.

4. PENSION PLAN

Plan Description

The School contributes to the Teacher Retirement System of Texas (the "System"), a public employee retirement system. It is a cost-sharing, multiple-employer defined benefit pension plan with one exception: all risks and costs are not shared by the School, but are the liability of the State of Texas. The System provides service retirement and disability benefits, and death benefits to plan members and beneficiaries. The System operates primarily under the provisions of the Texas Constitution and Texas Government Code, Title 8, Subtitle C. The Texas legislature has the authority to establish or amend benefit provisions. The System issues a publicly available financial report that includes financial statements and required supplementary information for the School. That report may be obtained by writing the Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698 or by calling (800) 877-0123.

Funding Policy

Under provisions of State law, plan members are required to contribute 6.4% of their annual covered salary and the State of Texas contributes an amount equal to 6.0% of the School's covered payroll. The School's employees' contributions to the System for the year ending August 31, 2004 were \$38,632.03 and were equal to the required contributions for each year. The State of Texas' contributions should approximate \$38,000.00.

BRAZOS RIVER CHARTER SCHOOL

Notes To Financial Statements For the Year Ended August 31, 2004

5. HEALTH CARE COVERAGE

Full time employees of the School are offered health insurance coverage through a group insurance plan with Teacher Retirement System of Texas (TRS ActiveCare managed by Blue Cross and Blue Shield). The School pays the employee's premium (up to \$331.00 and the employee pays the premiums for dependent coverage through payroll deductions. All premiums were paid to licensed insurers.

6. DUE FROM STATE

At August 31, 2004, the School, based upon enrollment and number of days taught in the fiscal year, had earned \$30.00 in Technology Allotment and \$6,857.00 in State Foundation Program entitlements that it had not yet received. These amounts will be received from the Texas Education Agency during the 2004-2005 school year.

7. OPERATING LEASES

The School has entered into an agreement to lease office and classroom space from New Prospect Church in Nemo, Texas for \$1,250.00 per month, renewable on a year to year basis. The latest annual renewal began August 1, 2004. The School also leases a modular classroom through October 31, 2004 for \$1,050.00 per month. The School has two copier leases from Konica Business Technology totaling \$407.00 per month.

8. COMMITMENTS AND CONTINGENCIES

The School receives funds through state and federal programs which are governed by various rules and regulations of the grantor. Expenses charged to the grant program are subject to audit and adjustment by the grantor agency. In the opinion of management, aside from the temporary restrictions on net assets as explained below, there are no contingent liabilities relating to compliance with rules and regulations governing the grants; therefore, no provision has been made in the accompanying financial statements for such contingencies.

9. ECONOMIC DEPENDENCY

During the year the School received the majority of its revenues from the Texas Education Agency through a *Charter Agreement and through federal grants available to charter schools*. The loss of this *Charter Agreement* would have a material effect on the ability of the School to continue to provide the current level of services to its students.

10. CASH DEPOSIT RISK

At August 31, 2004 and throughout the school year, the School's cash in bank accounts was not entirely covered by Federal Deposit Insurance Corporation (FDIC) insurance but has been covered all year by pledged collateral held by the School's agent bank. The balance in the School's money market account at August 31, 2004 was \$154,020.93. The FDIC insurance coverage was limited to \$100,000.00 and therefore there was a potential loss covered by pledged bank securities at that time of \$54,020.93.

BRAZOS RIVER CHARTER SCHOOL
Notes To Financial Statements
For the Year Ended August 31, 2004

11. TEMPORARILY RESTRICTED NET ASSETS

At August 31, 2004 the School had temporarily restricted net assets of \$380,063.57 that consisted of the following:

Local Revenues	\$ 2,440.29
State Foundation Program	373,565.60
State Technology Allotment	2,798.00
Federal Breakfast Program	653.68
Federal Title VI, Part A	<u>606.00</u>
	<u>\$380,063.57</u>

**SPECIFIC-PURPOSE
FINANCIAL STATEMENTS**

BRAZOS RIVER CHARTER SCHOOL
Statement of Financial Position
August 31, 2004

Exhibit B-1

ASSETS

Current Assets

Cash in Banks and On Hand	\$ 221,071.79
Due from State	6,887.00
Other Receivables	515.00
Total Current Assets	<u>228,473.79</u>

Property and Equipment

Leasehold Improvements	118,723.78
Vehicles	41,282.64
Furniture and Equipment	175,136.19
Accumulated Depreciation	<u>(116,754.30)</u>
Total Property and Equipment	218,388.31

Other Assets

Retainer	500.00
Total Other Assets	<u>500.00</u>

TOTAL ASSETS	<u><u>\$ 447,362.10</u></u>
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LIABILITIES AND NET ASSETS

Current Liabilities

Accounts Payable	\$ 11,510.89
Bonds & Loans Payable	2,573.45
Payroll Taxes Payable	14,030.82
Accrued Wages Payable	<u>39,183.37</u>
Total Current Liabilities	67,298.53

Net Assets

Unrestricted Net Assets (Deficiency)	0.00
Temporarily Restricted Net Assets (Deficiency)	<u>380,063.57</u>
Total Net Assets	380,063.57

TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 447,362.10</u></u>
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BRAZOS RIVER CHARTER SCHOOL

Exhibit B-2

Statement of Activities

For the Year Ended August 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Totals</u>
REVENUE AND OTHER SUPPORT			
Local Support--			
5742 Earnings from Investments	\$	\$ 1,242.79	\$ 1,242.79
5744 Gifts & Bequests		1,200.00	1,200.00
5755 Enterprising Services Revenue		15,315.73	15,315.73
Total Local Support	<u>0.00</u>	<u>17,758.52</u>	<u>17,758.52</u>
State Program Revenues--			
5812 Optional Extended Year		831.00	831.00
5813 Foundation School Program		768,052.00	768,052.00
5829 Technology Allotment		3,364.00	3,364.00
Total State Program Revenues	<u>0.00</u>	<u>772,247.00</u>	<u>772,247.00</u>
Federal Program Revenues--			
5751 Food Service Activity		595.78	595.78
5921 School Breakfast Program		982.00	982.00
5929 Title IV, Part A		726.00	726.00
5929 Title I, Part A		23,457.00	23,457.00
5929 IDEA-Part B Formula		11,452.00	11,452.00
5929 Carl D. Perkins Career & Technology		1,256.00	1,256.00
5929 Title II, Part A		6,316.00	6,316.00
5929 Repair & Renovation Grant		10,383.70	10,383.70
5929 Title II, Part D		633.00	633.00
5929 Title V, Part A		923.00	923.00
5929 GAPS Education		15,367.54	15,367.54
Total Federal Program Revenues	<u>0.00</u>	<u>72,092.02</u>	<u>72,092.02</u>
Net Assets Released from Restrictions	<u>891,850.06</u>	<u>(891,850.06)</u>	<u>0.00</u>
Total Revenue and Other Support	<u>891,850.06</u>	<u>(29,752.52)</u>	<u>862,097.54</u>
EXPENSES			
11 Instruction	462,006.74	----	462,006.74
13 Curriculum Dev. & Instructional Staff Dev.	6,959.61	----	6,959.61
23 School Leadership	71,059.32	----	71,059.32
31 Guidance, Counseling and Evaluation Svcs.	30,520.42	----	30,520.42
33 Health Services	118.54	----	118.54
34 Student (Pupil) Transportation	2,732.24	----	2,732.24
35 Food Services	722.95	----	722.95
36 Cocurricular/Extracurricular Activities	15,443.23	----	15,443.23
41 General Administration	137,106.73	----	137,106.73
51 Plant Maintenance and Operations	63,078.73	----	63,078.73
52 Security and Monitoring Services	1,629.13	----	1,629.13
53 Data Processing Services	100,392.42	----	100,392.42
61 Community Services	80.00	----	80.00
Total Expenses	<u>891,850.06</u>	<u>0.00</u>	<u>891,850.06</u>
Change in Net Assets	0.00	(29,752.52)	(29,752.52)
Net Assets (Deficiency), Beginning of Year	----	<u>409,816.09</u>	<u>409,816.09</u>
Net Assets (Deficiency), End of Year	\$ <u>0.00</u>	\$ <u>380,063.57</u>	\$ <u>380,063.57</u>

The accompanying notes are an integral part of these financial statements.

BRAZOS RIVER CHARTER SCHOOL
Statement of Cash Flows
For the Year Ended August 31, 2004

Exhibit B-3

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Received from Government Contracts	\$ 846,310.02
Cash Received from Miscellaneous Local Sources	17,758.52
Cash Paid to Suppliers for Goods and Services	(133,572.15)
Cash Paid to Employees for Services	(701,090.69)
Cash Paid for Interest Expense	(696.46)
Net Cash Provided By Operating Activities	<u>28,709.24</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Miscellaneous Receivables Collected	400.00
Retainer Paid	(500.00)
Purchase of Property and Equipment	(34,035.16)
Net Cash Used By Investing Activities	<u>(34,135.16)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on Loan Principal	(13,062.42)
Net Cash Used By Investing Activities	<u>(13,062.42)</u>

Net Decrease in Cash	(18,488.34)
Cash at Beginning of Year	<u>239,560.13</u>
Cash at End of Year	<u>\$ 221,071.79</u>

**RECONCILIATION OF CHANGE IN NET ASSETS TO
NET CASH PROVIDED BY OPERATING ACTIVITIES**

Change in Net Assets	\$ (29,752.52)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided By Operating Activities:	
Depreciation	46,248.24
(Increase) Decrease in Operating Assets--	
Due from State	2,486.00
Other Receivables	(515.00)
Increase (Decrease) in Operating Liabilities--	
Accounts Payable	9,994.83
Accrued Wages Payable	(340.25)
Payroll Taxes Payable	587.94
Net Adjustments	<u>58,461.76</u>
Net Cash Provided By Operating Activities	<u>\$ 28,709.24</u>

**SUPPLEMENTARY
SCHEDULES**

BRAZOS RIVER CHARTER SCHOOL
Schedule of Expenses
For the Year Ended August 31, 2004

Exhibit C-1

<u>EXPENSES</u>	<u>Totals</u>
6100 Payroll Costs	\$ 701,787.15
6200 Professional and Contracted Services	81,188.73
6300 Supplies and Materials	26,193.77
6400 Other Operating Costs	82,680.41
Total Expenses and Other Losses	\$ <u>891,850.06</u>

BRAZOS RIVER CHARTER SCHOOL
Schedule of Capital Assets
For the Year Ended August 31, 2004

Exhibit D-1

<u>CAPITAL ASSETS</u>	<u>Ownership Interest</u>		
	<u>Local</u>	<u>State</u>	<u>Federal</u>
1110 Cash	\$ 2,440.29	\$ 217,371.82	\$ 1,259.68
1520 Buildings and Improvements	8,625.00	5,117.24	104,981.54
1531 Vehicles		41,282.64	
1539 Furniture and Equipment	34,714.88	52,242.39	88,178.92
<i>Total Capital Assets</i>	<u>\$ 45,780.17</u>	<u>\$ 316,014.09</u>	<u>\$ 194,420.14</u>

BRAZOS RIVER CHARTER SCHOOL
Budgetary Comparison Schedule
For the Year Ended August 31, 2004

Exhibit E-1

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance from Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<u>REVENUE AND OTHER SUPPORT</u>				
Local Support--				
5742 Earnings from Investments	\$ 702.00	\$ 1,243.00	\$ 1,242.79	\$ (0.21)
5744 Gifts & Bequests		1,200.00	1,200.00	0.00
5755 Enterprising Services Revenue	<u>14,000.00</u>	<u>15,316.00</u>	<u>15,315.73</u>	<u>(0.27)</u>
Total Local Support	14,702.00	17,759.00	17,758.52	(0.48)
State Program Revenues--				
5812 Optional Extended Year		831.00	831.00	0.00
5813 Foundation School Program	836,000.00	761,238.00	768,052.00	6,814.00
5829 Technology Allotment	<u>2,800.00</u>	<u>3,364.00</u>	<u>3,364.00</u>	<u>0.00</u>
Total State Program Revenues	838,800.00	765,433.00	772,247.00	6,814.00
Federal Program Revenues--				
5751 Food Service Activity	175.00	596.00	595.78	(0.22)
5921 School Breakfast Program	175.00	982.00	982.00	0.00
5929 Title IV, Part A		726.00	726.00	0.00
5929 Title I, Part A	21,014.00	23,457.00	23,457.00	0.00
5929 IDEA-Part B Formula	9,182.00	11,452.00	11,452.00	0.00
5929 Carl D. Perkins Career & Technology	1,204.00	1,256.00	1,256.00	0.00
5929 Title II, Part A	6,423.00	6,316.00	6,316.00	0.00
5929 Repair & Renovation Grant		10,384.00	10,383.70	(0.30)
5929 Title II, Part D	608.00	633.00	633.00	0.00
5929 Title V, Part A	858.00	923.00	923.00	0.00
5929 GAPS Education		<u>15,368.00</u>	<u>15,367.54</u>	<u>(0.46)</u>
Total Federal Program Revenues	<u>39,639.00</u>	<u>72,093.00</u>	<u>72,092.02</u>	<u>(0.98)</u>
Total Revenue and Other Support	893,141.00	855,285.00	862,097.54	6,812.54
<u>EXPENSES</u>				
11 Instruction	462,870.00	452,958.00	462,006.74	9,048.74
13 Curriculum Dev. & Instructional Staff Dev.	2,650.00	5,768.00	6,959.61	1,191.61
23 School Leadership	72,540.00	70,760.00	71,059.32	299.32
31 Guidance, Counseling and Evaluation Svcs.	51,482.00	41,884.00	30,520.42	(11,363.58)
33 Health Services	25.00	19.00	118.54	99.54
34 Student (Pupil) Transportation	6,235.00	2,732.00	2,732.24	0.24
35 Food Services	320.00	723.00	722.95	(0.05)
36 Cocurricular/Extracurricular Activities	11,260.00	15,444.00	15,443.23	(0.77)
41 General Administration	95,895.00	90,741.00	137,106.73	46,365.73
51 Plant Maintenance and Operations	54,646.00	62,966.00	63,078.73	112.73
52 Security and Monitoring Services	1,640.00	1,629.00	1,629.13	0.13
53 Data Processing Services	87,426.00	100,352.00	100,392.42	40.42
61 Community Services	50.00	80.00	80.00	0.00
Total Expenses	<u>847,039.00</u>	<u>846,056.00</u>	<u>891,850.06</u>	<u>45,794.06</u>
Change in Net Assets	46,102.00	9,229.00	(29,752.52)	(38,981.52)
Net Assets (Deficiency), Beginning of Year	<u>409,816.09</u>	<u>409,816.09</u>	<u>409,816.09</u>	<u>----</u>
Net Assets (Deficiency), End of Year	<u>\$ 455,918.09</u>	<u>\$ 419,045.09</u>	<u>\$ 380,063.57</u>	<u>\$ (38,981.52)</u>

The accompanying notes are an integral part of these financial statements.

**COMPLIANCE AND
OTHER REPORTS**



GREGORY S. DELK



**CERTIFIED PUBLIC ACCOUNTANT
CERTIFIED FINANCIAL PLANNER**

INDEPENDENT AUDITOR'S REPORT

Report on Compliance and on Internal Control over Financial Reporting
Based on an Audit of Financial Statements Performed in Accordance
With Government Auditing Standards

Board of Directors
Brazos River Charter School
Nemo, Texas

I have audited the financial statements of Brazos River Charter School as of and for the year ended August 31, 2004, and have issued my report thereon dated December 1, 2004. I conducted my audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Brazos River Charter School's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing my audit, I considered Brazos River Charter School's internal control over financial reporting in order to determine my auditing procedures for the purpose of expressing my opinion on the financial statements and not to provide assurance on the internal control over financial reporting. My consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. I noted no matters involving the internal control over financial reporting and its operation that we considered to be material weaknesses.

This report is intended solely for the information and use of the Board of Directors, management, the Texas Education Agency, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Gregory S. Delk, CPA, CFP
December 1, 2004

BRAZOS RIVER CHARTER SCHOOL

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended August 31, 2004**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Exhibit F-1

FINANCIAL STATEMENTS

Type of auditor’s report issued:	Unqualified
Internal control over financial reporting:	
Material weaknesses identified?	None
Reportable conditions identified that are not considered to be material weaknesses?	None
Noncompliance material to financial statements noted?	None

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified?	None
Reportable conditions identified that are not considered to be material weaknesses?	None
Type of auditor’s report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	N/A
Identification of major programs:	
None	None
Dollar threshold used to distinguish between type A and type B Programs:	N/A
Auditee qualified as low-risk auditee?	N//A

SECTION II – FINANCIAL STATEMENT FINDINGS

Findings related to the financial statements required to be reported under generally accepted government auditing standards	None
---	------

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Audit findings and questioned costs for federal awards as required To be reported by section 510(a) of Circular A-133:	N/A
--	-----

BRAZOS RIVER CHARTER SCHOOL
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended August 31, 2004

STATUS OF PRIOR AUDIT FINDINGS

None

**BRAZOS RIVER CHARTER SCHOOL
CORRECTIVE ACTION PLAN
FOR THE YEAR ENDED AUGUST 31, 2004**

Exhibit G-1

No Corrective Action Plan was necessary.

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9 pages have been withheld

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990 FORM

PAGES 186 - 207 = 22 PAGES

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

22 PAGES HAVE BEEN WITHHELD

ATTACHMENT M

Letters Indicating Sources of Private Funds, Lines of Credit, Business Arrangements, or Partnerships

At the time of the Charter Application submission, there are no sources of private funds, lines of credit, business arrangements, or partnerships.

**Application for an Open-Enrollment Charter School –Eleventh Generation
Start Up Budget Template Instructions**

Instructions to complete start up budget template.

1. Enter the name of the sponsoring entity.

Brazos River School

2. Enter the name of the proposed charter school:

Crosstimbers Academy

3. Enter the date range for the proposed charter school's start up budget:

11/01/2005	to	08/31/2006
------------	----	------------
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting, Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered in the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Net Assets at Beginning of Year* . Include a description and a dollar amount for each source of funds identified as a net asset.
8. Enter information regarding revenues in the *Schedule of Estimated Revenues* . Include a description and a dollar amount for each source of funds identified as revenues.
9. Enter information regarding expenditures in the *Schedule of Estimated Expenses* .

ATTACHMENT N
Start-Up Budget

**Application for an Open-Enrollment Charter School – Eleventh Generation
Summary of Estimated Revenues and Expenses**

Brazos River School
Crosstimbers Academy

For the period

11/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Total Estimated Revenues	\$ -	\$ 130,000	\$ -	\$ 130,000
Estimated Expenses:				
6100 Payroll Costs	-	26,825	-	26,825
6200 Professional and Contracted Services	-	29,400	-	29,400
6300 Supplies and Materials	-	46,150	-	46,150
6400 Other Operating Costs	-	4,800	-	4,800
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ -	\$ 107,175	\$ -	\$ 107,175
Change in Net Assets	\$ -	\$ 22,825	\$ -	\$ 22,825
Net Assets at End of Year	\$ -	\$ 22,825	\$ -	\$ 22,825

**Application for an Open-Enrollment Charter School – Eleventh Generation
 Schedule of Net Assets at Beginning of Year**

Brazos River School
 Crosstimbers Academy

Budget for the period 11/01/2005 to 08/31/2006

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Application for an Open-Enrollment Charter School – Eleventh Generation
 Schedule of Estimated Revenues**

Brazos River School
 Crosstimbers Academy

Budget for the period 11/01/2005 to 08/31/2006

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Local Sources/Donations & Fundraising	-	30,000	-	30,000
Federal Sources/Start Up Funds	-	100,000	-	100,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Estimated Revenues	<u>\$ -</u>	<u>\$ 130,000</u>	<u>\$ -</u>	<u>\$ 130,000</u>

Brazos River School
 Crosstimbers Academy

Budget for the period

11/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	-	-	-	-
6321 Textbooks	-	-	-	-
6329 Reading Materials	-	-	-	-
6339 Testing Materials	-	250	-	250
6341 Food	-	100	-	100
6342 Non-Food	-	50	-	50
6343 Items for Sale	-	500	-	500
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	-	45,250	-	45,250
Total Supplies and Materials	<u>\$ -</u>	<u>\$ 46,150</u>	<u>\$ -</u>	<u>\$ 46,150</u>

Brazos River School
 Crosstimbers Academy

Budget for the period

11/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	500	-	500
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	-	1,300	-	1,300
6449 Depreciation Expense	-	3,000	-	3,000
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ -</u>	<u>\$ 4,800</u>	<u>\$ -</u>	<u>\$ 4,800</u>

Brazos River School
 Crosstimbers Academy

Budget for the period

11/01/2005

to

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ -</u>	<u>\$ 107,175</u>	<u>\$ -</u>	<u>\$ 107,175</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Budget Template Instructions**

Instructions to complete budget template.

1. Enter the name of the sponsoring entity:
2. Enter the name of the proposed charter school:
3. Enter the date of the fiscal year end:
4. Enter data in cells requiring a number or indicating that a description needs to be entered. Totals and subtotals will automatically calculate.
5. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts to ensure that the account codes are used appropriately.
6. The *Summary of Estimated Revenues and Expenses* adds the values entered into the other worksheets. Data does not need to be entered into this worksheet.
7. Enter information regarding beginning net assets to be made available to the charter school in the *Schedule of Estimated Net Assets at Beginning of Year*. Include a description and a dollar amount for each net asset line item.
8. Enter information regarding local revenues in the *Schedule of Estimated Local Revenues* (worksheet labeled 5700).
9. Enter information regarding state revenues in the *Schedule of Estimated State Revenues* (worksheet labeled 5800).
10. Enter information regarding federal revenues in the *Schedule of Estimated Federal Revenues* (worksheet labeled 5900).
11. Enter information regarding other sources of funds in the *Schedule of Estimated Revenues from Other Sources* (worksheet labeled Other).
12. Enter information regarding expenditures in the *Schedule of Estimated Expenses* (worksheet labeled 6000).
13. Forward a copy of all the worksheets included in this workbook with the charter application.

ATTACHMENT O
Budget for Year One of Operation

**Application for an Open-Enrollment Charter School - Eleventh Generation
Summary of Estimated Revenues and Expenses**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ 22,825	\$ -	\$ 22,825
Estimated Revenues:				
5700 Local Sources	-	15,600	-	15,600
5800 State Sources	-	661,250	-	661,250
5900 Federal Sources	-	143,300	-	143,300
Other Sources	-	-	-	-
Total Estimated Revenues	\$ -	\$ 820,150	\$ -	\$ 820,150
Estimated Expenses:				
6100 Payroll Costs	-	646,703	-	646,703
6200 Professional and Contracted Services	-	99,146	-	99,146
6300 Supplies and Materials	-	19,475	-	19,475
6400 Other Operating Costs	-	28,000	-	28,000
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ -	\$ 793,324	\$ -	\$ 793,324
Change in Net Assets	\$ -	\$ 26,826	\$ -	\$ 26,826
Net Assets at End of Year	\$ -	\$ 49,651	\$ -	\$ 49,651

**Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Net Assets at Beginning of Year**

Brazos River School
 Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets Carried Forward from Start-Up Phase	-	22,825	-	22,825
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ -</u>	<u>\$ 22,825</u>	<u>\$ -</u>	<u>\$ 22,825</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Local Revenues**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-	-
5743	Rent	-	-	-	-
5744	Gifts and Bequests	-	-	-	-
5749	Other Revenues from Local Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5751	Food Service Activity	-	600	-	600
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-	-
5759	Cocurricular, Enterprising Services or Activities				
	Vending	-	15,000	-	15,000
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources				
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Local Revenues	\$ -	\$ 15,600	\$ -	\$ 15,600

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated State Revenues**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	-	-	-	-
5812	Foundation School Program Act Entitlements	-	658,500	-	658,500
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	2,750	-	2,750
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total State Revenues	\$ -	\$ 661,250	\$ -	\$ 661,250

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Federal Revenues**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-	-
5921	School Breakfast Program	-	300	-	300
5922	National School Lunch Program	-	-	-	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency Title Programs	-	20,000	-	20,000
	IDEA & Carl Perkins	-	8,000	-	8,000
	Start Up Grant	-	100,000	-	100,000
5931	School Health and Related Services	-	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government Small Rural Achievement	-	15,000	-	15,000
	[Enter description here.]	-	-	-	-
	[Enter description here.]	-	-	-	-
	Total Federal Revenues	\$ -	\$ 143,300	\$ -	\$ 143,300

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Revenues from Other Sources

Brazos River School
 Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	1,500	-	1,500
6119 Salaries or Wages -- Teachers and Other Professional Personnel	-	435,000	-	435,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	3,500	-	3,500
6129 Salaries or Wages for Support Personnel	-	125,000	-	125,000
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	8,503	-	8,503
6142 Group Health and Life Insurance	-	59,580	-	59,580
6143 Workers' Compensation	-	6,000	-	6,000
6145 Unemployment Compensation	-	100	-	100
6146 Teacher Retirement/TRS Care	-	2,240	-	2,240
6149 Employee Benefits	-	5,280	-	5,280
Total Payroll Costs	\$ -	\$ 646,703	\$ -	\$ 646,703

**Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses**

Brazos River School
Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	150	-	150
6212 Audit Services	-	5,500	-	5,500
6219 Professional Services	-	12,000	-	12,000
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	5,000	-	5,000
6249 Contracted Maintenance and Repair	-	2,500	-	2,500
6259 Utilities	-	13,596	-	13,596
6269 Rentals -- Operating Leases	-	44,400	-	44,400
6299 Miscellaneous Contracted Services	-	16,000	-	16,000
Total Professional and Contracted Services	\$ -	\$ 99,146	\$ -	\$ 99,146

Application for an Open-Enrollment Charter School - Eleventh Generation
Schedule of Estimated Expenses

Brazos River School
 Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	3,500	-	3,500
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	-	8,500	-	8,500
6449 Depreciation Expense	-	13,500	-	13,500
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	2,500	-	2,500
Total Other Operating Costs	<u>\$ -</u>	<u>\$ 28,000</u>	<u>\$ -</u>	<u>\$ 28,000</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Application for an Open-Enrollment Charter School - Eleventh Generation
 Schedule of Estimated Expenses**

Brazos River School
 Crosstimbers Academy

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
Other Expenses				
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
[Enter Description Here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ -</u>	<u>\$ 793,324</u>	<u>\$ -</u>	<u>\$ 793,324</u>

ATTACHMENT P

Negotiated Service Agreement(s)

At the time of the Charter Application submission, there are no negotiated service agreements.

ATTACHMENT Q

Negotiated Lease Agreement(s)

At the time of the Charter Application submission, there are no negotiated lease agreements.

Bilingual Education/ESL, Section 504, and Dyslexia Assurances

TEC, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

- Yes
 No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

- Yes
 No

TEC §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies that it has policies and procedures in place that ensure that it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

- Yes
 No

I the undersigned hereby certify that the information contained in this document is, to the best of my knowledge, correct and that the governing body of the charter holder has authorized me to provide these assurances.



Signature of the Charter Holder Board Chair

12-12-2005

Date

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES

DIRECTIONS:

- Type or print the name of the charter holder and the charter school in the General Assurance Statement below.
- The Chairperson of the Board of the Charter Holder must **initial** each of the section titles on the lines below AND **check** each of the selected cites in the boxes below to indicate the charter holder's assurance of compliance with each of the specific cites.
- The Chairperson of the Board of the Charter Holder must **sign** the document in the space provided on the final page of the assurances.
- Mail the original signed document to the **Charter Schools Division, Texas Education Agency, 1701 N. Congress, Austin, TX 78701.**

NOTE:

The rules and regulations have been slightly modified to clarify the charter holder's responsibility. Changes to actual regulations are indicated by brackets. Empty brackets indicate deletions. Brackets around words indicate paraphrased or changed wording.

General Assurance Statement

Brazos River School, charter holder for Crosstimbers Academy Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initialed and checked below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented.

A. Child Find

Initial: AB

34 CFR §300.125. Child Find.

(a) General requirement.

(1) The [charter holder] shall have in effect policies and procedures to ensure that—

- (i) All children with disabilities, [enrolled in the charter school or who contact the charter school regarding enrollment], regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and
- (ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.

(2) The requirements of paragraph (a)(1) of this section apply to—

- (i) Highly mobile children with disabilities (such as migrant and homeless children); and
- (ii) Children who are suspected of being a child with a disability under [CFR 34] §300.7 and in need of special education, even though they are advancing from grade to grade.

[(c) The charter holder will notify the local ECI program of all children suspected of having a disability, from birth through the age of two, within 2 working days. The charter holder will maintain documentation of the referral and that the individual evaluation occurred within 45 calendar days.]

- (e) Confidentiality of child find data. The collection and use of data to meet the requirements of this section are subject to the confidentiality requirements of §§300.560-300.577.

B. Confidentiality

Initial: AB

TEC §26.004. Access to Student Records.

[The charter holder recognizes] that a parent is entitled to access to all written records of a school district [or charter holder] concerning the parent's child, including:

- (1) attendance records;
- (2) test scores;
- (3) grades;
- (4) disciplinary records;
- (5) counseling records;
- (6) psychological records;
- (7) applications for admission;
- (8) health and immunization information;
- (9) teacher and counselor evaluations; and
- (10) reports of behavioral patterns.

19 TAC §89.1050(f)(3) [Transfer of Records].

- (f) (3) In accordance with TEC §25.002, the school district [or charter school] in which the student was previously enrolled will furnish the new school district [or charter school] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school []. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter schools] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.127. Confidentiality of personally identifiable information.

- (a) The [charter holder] must have on file in detail the policies and procedures [] to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the [IDEA].

34 CFR §300.560. Definitions.

As used in §§300.560-300.577—

- (a) Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- (b) Education records means the type of records covered under the definition of "education records" in 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).
- (c) Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the [IDEA].

34 CFR §300.561. Notice to parents.

- (a) The [charter holder] shall give notice that is adequate to fully inform parents about the requirements of §300.127, including—

- (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;

- (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the [charter holder] intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that the [charter holder] must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents of the activity.

34 CFR §300.562. Access rights.

- (a) [The charter holder] shall permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the [charter holder] under this part. The [charter holder] shall comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.
- (b) The right to inspect and review education records under this section includes—
 - (1) The right to a response from the [charter holder] to reasonable requests for explanations and interpretations of the records;
 - (2) The right to request that the [charter holder] provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) The right to have a representative of the parent inspect and review the records.
- (c) [The charter holder] may presume that the parent has authority to inspect and review records relating to his or her child unless the [charter holder] has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

34 CFR §300.563. Record of access.

[The charter holder] shall keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the [IDEA] (except access by parents and authorized employees of the [charter holder]), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

34 CFR §300.564. Records on more than one child.

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

34 CFR §300.565. List of types and locations of information.

[The charter holder] shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the [charter holder].

34 CFR §300.566. Fees.

- (a) [The charter holder] may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.
- (b) [The charter holder] may not charge a fee to search for or to retrieve information under this part.

34 CFR §300.567. Amendment of records at parent's request.

- (a) A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the [charter holder] that maintains the information to amend the information.
- (b) The [charter holder] shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
- (c) If the [charter holder] decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing under §300.568.

34 CFR §300.568. Opportunity for a hearing.

The [charter holder] shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

34 CFR §300.569. Result of hearing.

- (a) If, as a result of the hearing, the [charter holder] decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it shall amend the information accordingly and so inform the parent in writing.
- (b) If, as a result of the hearing, the [charter holder] decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it shall inform the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the [charter holder].
- (c) Any explanation placed in the records of the child under this section must—
 - (1) Be maintained by the [charter holder] as part of the records of the child as long as the record or contested portion is maintained by the [charter holder]; and
 - (2) If the records of the child or the contested portion is disclosed by the [charter holder] to any party, the explanation must also be disclosed to the party.

34 CFR §300.570. Hearing procedures.

A hearing held under §300.568 must be conducted according to the procedures under 34 CFR 99.22

34 CFR §300.571. Consent.

- (a) Except as to disclosures addressed in §300.529(b) for which parental consent is not required by Part 99, parental consent must be obtained before personally identifiable information is—
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part, subject to paragraph (b) of this section; or
 - (2) Used for any purpose other than meeting a requirement of this part.
- (b) An educational agency or institution subject to 34 CFR Part 99 may not release information from education records to participating agencies without parental consent unless authorized to do so under part 99.

34 CFR §300.572. Safeguards.

- (a) [The charter holder] shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- (b) One official at [the charter school] shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
- (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
- (d) [The charter holder] shall maintain, for public inspection, a current listing of the names and positions of those employees within the [charter school] who may have access to personally identifiable information.

34 CFR §300.573. Destruction of information.

- (a) The [charter holder] shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.
- (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

34 CFR §300.574. Children's rights.

- (a) The [charter holder] shall provide policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
- (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.

- (c) If the rights accorded to parents under Part B of the [IDEA] are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, the [charter holder] must provide any notice required under section 615 of the [IDEA] to the student and the parents.

34 CFR Part 99

[The charter holder assures that it will abide by the Family Education Rights and Privacy Act (FERPA).]

C. Procedural Safeguards

Initial: JB

34 CFR §300.504. Procedural safeguards notice.

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents, at a minimum—
- (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
- (b) Contents. The procedural safeguards notice will include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to—
- (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;
 - (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);
 - (12) Civil actions;
 - (13) Attorneys' fees; and
 - (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

[The charter holder will use the most current edition of the Notice of Procedural Safeguards, issued by the Texas Education Agency, to meet the requirement under 34 CFR §300.504(b) and (c).]

D. NoticeInitial: JB **19 TAC §89.1015. Time Line for All Notices.**

"Reasonable time" required for the written notice to parents under 34 Code of Federal Regulations (CFR), §300.503, is defined as at least five school days, unless the parents agree otherwise.

 34 CFR §300.503. Prior notice by the [charter holder]; content of notice.

(a) Notice.

- (1) Written notice that meets the requirements of paragraph (b) of this section must be given to the parents of a child with a disability a reasonable time before the [charter holder] —
 - (i) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
 - (ii) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
- (2) If the notice described under paragraph (a)(1) of this section relates to an action proposed by the [charter holder] that also requires parental consent under §300.505, the [charter holder] may give notice at the same time it requests parent consent.

(b) Content of notice. The notice required under paragraph (a) of this section must include—

- (1) A description of the action proposed or refused by the [charter holder];
- (2) An explanation of why the [charter holder] proposes or refuses to take the action;
- (3) A description of any other options that the [charter holder] considered and the reasons why those options were rejected;
- (4) A description of each evaluation procedure, test, record, or report the [charter holder] used as a basis for the proposed or refused action;
- (5) A description of any other factors that are relevant to the [charter holder's] proposal or refusal;
- (6) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
- (7) Sources for parents to contact to obtain assistance in understanding the provisions of this part.

(c) Notice in understandable language.

- (1) The notice required under paragraph (a) of this section must be—
 - (i) Written in language understandable to the general public; and
 - (ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
- (2) If the native language or other mode of communication of the parent is not a written language, the [charter holder] shall take steps to ensure—
 - (i) That the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
 - (ii) That the parent understands the content of the notice; and
 - (iii) That there is written evidence that the requirements in paragraphs (c)(2) (i) and (ii) of this section have been met.

 34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and

- (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
 - (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
 - (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
 - (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

TEC §26.0081. Right to Information Concerning Special Education.

- (a) The agency [(TEA)] shall produce and provide to school districts [and charter holders] sufficient copies of a comprehensive, easily understood document [*The Guide to the ARD Process*] that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) [The charter holder will provide] the document required under this section to the parent as provided by 20 U.S.C. §1415(b):
 - (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the [charter school's] special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and
 - (2) at any other time on reasonable request of the child's parent.
- (c) The agency [(TEA)] shall produce and provide to school districts [and charter holders] a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under §29.004. Each school year, [beginning with the 2004-2005 school year, the charter holder] shall provide the written explanation to a parent of each [charter school] student by including the explanation in the student handbook or by another means.

19 TAC §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (a) [The charter holder] shall invite the parents and adult student to participate as members of the admission, review, and dismissal (ARD) committee by providing written notice in accordance with 34 Code of Federal Regulations (CFR), §§300.345, 300.503, and 300.505, and Part 300, Appendix A.

E. Consent

Initial: AB

34 CFR §300.500. General responsibility of public agencies; definitions.

- (a) [] [Each charter holder] establishes, maintains, and implements procedural safeguards that meet the requirements of §§300.500-300.529.
- (b) Definitions of "consent," [] As used in this part --
 - (1) Consent means that --

- (i) The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
- (ii) The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- (iii) (A) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime.
(B) If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

34 CFR §300.505. Parental consent.

- (a) General.
 - (1) Subject to paragraphs (a)(3), (b) and (c) of this section, informed parent consent must be obtained before—
 - (i) Conducting an initial evaluation or reevaluation; and
 - (ii) Initial provision of special education and related services to a child with a disability.
 - (2) Consent for initial evaluation may not be construed as consent for initial placement described in paragraph (a)(1)(ii) of this section.
 - (3) Parental consent is not required before—
 - (i) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (ii) Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.
- (b) Refusal. If the parents of a child with a disability refuse consent for initial evaluation or a reevaluation, the [charter holder] may continue to pursue those evaluations by using the due process procedures under §§300.507-300.509, or the mediation procedures under §300.506 if appropriate, except to the extent inconsistent with State law relating to parental consent.
- (c) Failure to respond to request for reevaluation.
 - (1) Informed parental consent need not be obtained for reevaluation if the [charter holder] can demonstrate that it has taken reasonable measures to obtain that consent, and the child's parent has failed to respond.
 - (2) To meet the reasonable measures requirement in paragraph (c)(1) of this section, the [charter holder] must use procedures consistent with those in §300.345(d).
- (d) Additional State consent requirements. In addition to the parental consent requirements described in paragraph (a) of this section, a State may require parental consent for other services and activities under this part if it ensures that each public agency in the State establishes and implements effective procedures to ensure that a parent's refusal to consent does not result in a failure to provide the child with FAPE.
- (e) Limitation. [The charter holder] may not use a parent's refusal to consent to one service or activity under paragraphs (a) and (d) of this section to deny the parent or child any other service, benefit, or activity of the [charter holder], except as required by this part.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under Section 29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

F. Evaluation

Initial: JB

19 TAC §89.1011. Referral for Full and Individual Initial Evaluation.

Referral of students for a full and individual initial evaluation for possible special education services shall be a part of the [charter holder's] overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, [charter holder] personnel must refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

TEC §29.004. Full Individual and Initial Evaluation.

- (a) A written report of a full individual and initial evaluation of a student for purposes of special education services shall be completed not later than the 60th calendar day following the date on which the [charter holder], in accordance with 20 U.S.C. §1414(a), as amended, receives written consent for the evaluation, signed by the student's parent or legal guardian.
- (b) The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication.

TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under §29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

34 CFR §300.531. Initial evaluation.

[The charter holder] shall conduct a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the [IDEA].

34 CFR §300.532. Evaluation procedures.

[The charter holder] shall ensure, at a minimum, that the following requirements are met:

- (a) (1) Tests and other evaluation materials used to assess a child under Part B of the [IDEA]—
 - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - (ii) Are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
- (2) Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
- (b) A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be

involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—

- (1) Whether the child is a child with a disability under §300.7; and
 - (2) The content of the child's IEP.
- (c) (1) Any standardized tests that are given to a child—
- (i) Have been validated for the specific purpose for which they are used; and
 - (ii) Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
- (2) If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
- (d) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (e) Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (f) No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
- (g) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (h) In evaluating each child with a disability under §§300.531--300.536, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (i) The [charter holder] uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (j) The [charter holder] uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

34 CFR §300.533. Determination of needed evaluation data.

- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the [IDEA], a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, shall—
- (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - (iii) Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a child, whether the child continues to have such a disability;
 - (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum.
- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.
- (c) Need for additional data. The [charter holder] shall administer tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
- (d) Requirements if additional data are not needed.

- (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, the [charter holder] shall notify the child's parents—
 - (i) Of that determination and the reasons for it; and
 - (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
- (2) The [charter holder] is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

19 TAC §89.1040. Eligibility Criteria.

- (a) Special education services. To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 Code of Federal Regulations (CFR), §300.7(a), subject to the provisions of 34 CFR, §300.7(c), the Texas Education Code (TEC), §29.003, and this section. The provisions in this section specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law.
- (b) Eligibility determination. The determination of whether a student is eligible for special education and related services is made by the student's admission, review, and dismissal (ARD) committee. Any evaluation or re-evaluation of a student shall be conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:
 - (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
 - (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

34 CFR §300.534. Determination of eligibility.

- (a) Upon completing the administration of tests and other evaluation materials—
 - (1) A group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in §300.7; and
 - (2) The [charter holder] must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.
- (b) A child may not be determined to be eligible under this part if—
 - (1) The determinant factor for that eligibility determination is—
 - (i) Lack of instruction in reading or math; or
 - (ii) Limited English proficiency; and
 - (2) The child does not otherwise meet the eligibility criteria under §300.7(a).
- (c) (1) [The charter holder] must evaluate a child with a disability in accordance with §§300.532 and 300.533 before determining that the child is no longer a child with a disability.
- (2) The evaluation described in paragraph (c)(1) of this section is not required before the termination of a student's eligibility under Part B of the [IDEA] due to graduation with a regular high school diploma, or exceeding the age eligibility for FAPE under State law.

34 CFR §300.535. Procedures for determining eligibility and placement.

- (a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, [the charter holder] shall—
 - (1) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
- (b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

34 CFR §300.536. Reevaluation.

[The charter holder] shall ensure—

- (a) That the IEP of each child with a disability is reviewed in accordance with §§300.340-300.350; and

- (b) That a reevaluation of each child, in accordance with §§300.532-300.535, is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

34 CFR §300.540. Additional team members.

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined in §300.7, must be made by the child's parents and a team of qualified professionals which must include—

- (a) (1) The child's regular teacher; or
 (2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or
 (3) For a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and
 (b) At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

34 CFR §300.541. Criteria for determining the existence of a specific learning disability.

- (a) A team may determine that a child has a specific learning disability if—
- (1) The child does not achieve commensurate with his or her age and ability levels in one or more of the areas listed in paragraph (a)(2) of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
 - (2) The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
 - (i) Oral expression.
 - (ii) Listening comprehension.
 - (iii) Written expression.
 - (iv) Basic reading skill.
 - (v) Reading comprehension.
 - (vi) Mathematics calculation.
 - (vii) Mathematics reasoning.
- (b) The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of—
- (1) A visual, hearing, or motor impairment;
 - (2) Mental retardation;
 - (3) Emotional disturbance; or
 - (4) Environmental, cultural or economic disadvantage.

34 CFR §300.542. Observation.

- (a) At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting.
- (b) In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

34 CFR §300.543. Written report.

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), must include a statement of—
- (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination;
 - (3) The relevant behavior noted during the observation of the child;
 - (4) The relationship of that behavior to the child's academic functioning;
 - (5) The educationally relevant medical findings, if any;

- (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
 - (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

G. Development and Implementation of the Individualized Education Program (IEP):

Transfer Students; Transition; Extended School Year (ESY) Services;

Restraint, Seclusion, and Time-Out

Parent Placements in Private Schools

Initial: AB

19 TAC §89.1050(a). [ARD committee]

- (a) [The charter holder] shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee shall be the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. The [charter holder] shall be responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:
- (1) 34 CFR, §§300.340-300.349, and Texas Education Code (TEC), §29.005 (Individualized Education Program);
 - (2) 34 CFR, §§300.400-300.402 (relating to placement of eligible students in private schools by a school district [or charter holder]);
 - (3) 34 CFR, §§300.452, 300.455, and 300.456 (relating to the development and implementation of service plans for eligible students in private school who have been designated to receive special education and related services);
 - (4) 34 CFR, §§300.520, 300.522, and 300.523, and TEC, §37.004 (Placement of Students with Disabilities);
 - (5) 34 CFR, §§300.532-300.536 (relating to evaluations, re-evaluations, and determination of eligibility);
 - (6) 34 CFR, §§300.550-300.553 (relating to least restrictive environment);
 - (7) TEC, §28.006 (Reading Diagnosis);
 - (8) TEC, §28.0211 (Satisfactory Performance on Assessment Instruments Required; Accelerated Instruction);
 - (9) TEC, §28.0212 (Personal Graduation Plan);
 - (10) TEC, §28.0213 (Intensive Program of Instruction);
 - (11) TEC, Chapter 29, Subchapter I (Programs for Students Who Are Deaf or Hard of Hearing);
 - (12) TEC, §30.002 (Education of Children with Visual Impairments);
 - (13) TEC, §30.003 (Support of Students Enrolled in the Texas School for the Blind and Visually Impaired or Texas School for the Deaf);
 - (14) TEC, §33.081 (Extracurricular Activities);
 - (15) TEC, Chapter 39, Subchapter B (Assessment of Academic Skills); and
 - (16) TEC, §42.151 (Special Education).

19 TAC §89.1050(d). [30-day timeline]

- (d) ARD committee shall make its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee shall have until the first day of classes in the fall to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and

individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

19 TAC §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (b) A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. The [charter holder] must respond to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. The [charter holder] should inform parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

34 CFR §300.342. When IEPs must be in effect.

- (a) General. At the beginning of each school year, [the charter holder] shall have an IEP in effect for each child with a disability within its jurisdiction.
- (b) Implementation of IEPs. [The charter holder] shall ensure that—
- (1) An IEP—
 - (i) Is in effect before special education and related services are provided to an eligible child under this part; and
 - (ii) Is implemented as soon as possible following the meetings described under §300.343;
 - (2) The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation; and
 - (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

19 TAC §89.1050(b). [IFSP/IEP]

- (b) For a child from birth through two years of age with visual and/or auditory impairments, an individualized family services plan (IFSP) meeting must be held in place of an ARD committee meeting in accordance with 34 CFR, §§303.340-303.346, and the memorandum of understanding between the Texas Education Agency (TEA) and Texas Interagency Council on Early Childhood Intervention. For students three years of age and older, the [charter holder] must develop an IEP.

19 TAC §89.1050(f). For a student who is new to a [charter school]:

- (f) (1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the [charter holder] determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district or [charter school], or the previous school verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:
- (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
 - (B) the ARD committee may determine that valid evaluation data and other information from the previous school district [or charter school] are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district [or charter school] or the collection of new evaluation data by the current [charter holder]. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district [or charter school] in which the student was previously enrolled shall furnish the new school district [or charter holder] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district [or charter school]. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter holders] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

34 CFR §300.121. Free appropriate public education (FAPE).

- (a) General. [] [The charter holder] has in effect a policy that ensures that all children with disabilities aged 3 through 21 enrolled in the [charter school] have the right to FAPE, including children with disabilities who have been suspended or expelled from school.
- (b) Required information. The information described in paragraph (a) of this section must--
- (2) Show that the policy--
- (i) (B) Is consistent with the requirements of §§300.300-300.313; and
- (ii) Applies to all children with disabilities, including children who have been suspended or expelled from school.
- (c) FAPE for children beginning at age 3.
- (1) [The charter holder] shall ensure that--
- (i) The obligation to make FAPE available to each eligible child [enrolled in the charter school] begins no later than the child's third birthday; and
- (ii) An IEP [] is in effect for the child by that date, in accordance with §300.342(c).
- (2) If a child's third birthday occurs during the summer, the child's IEP [] team shall determine the date when services under the IEP will begin.
- (d) FAPE for children suspended or expelled from school.
- (1) The [charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must--
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.
- (e) Children advancing from grade to grade.
- (1) The [charter holder] will ensure that FAPE is available to any individual child with a disability [enrolled in the school] who needs special education and related services, even though the child is advancing from grade to grade.
- (2) The determination that a child [] is eligible under this part, must be made on an individual basis by the group responsible within the child's [charter school] for making those determinations [(e.g., the ARD committee)]

34 CFR §300.343. IEP meetings.

- (a) General. [The charter holder] is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability

(b) Initial IEPs; provision of services.

- (1) [The charter holder] shall ensure that within a reasonable period of time following the [charter holder's] receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
- (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.

(c) Review and revision of IEPs. [The charter holder] shall ensure that the IEP team—

- (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
- (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.

 34 CFR §300.344. IEP team.

(a) General. The [charter holder] shall ensure that the IEP team for each child with a disability includes—

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

(b) Transition services participants.

- (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
- (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
- (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

- (c) Determination of knowledge and special expertise. The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section shall be made by the party (parents or [charter holder]) who invited the individual to be a member of the IEP.
- (d) Designating a public agency representative. [The charter holder] may designate another [charter holder member] of the IEP team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.

19 TAC §89.1050(c). [Teacher member requirements]

- (c) At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) shall participate as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider must be qualified to provide the educational services that the child may need. [The charter holder] should refer to §89.1131 of this title (relating to Qualifications of Special Education, Related Service, and Paraprofessional Personnel) to ensure that appropriate teachers and/or service providers are present and participate at each ARD committee meeting.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the [charter holder] shall use other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the [charter holder] is unable to convince the parents that they should attend. In this case the [charter holder] must have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. The [charter holder] shall take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The [charter holder] shall give the parent a copy of the child's IEP at no cost to the parent.

34 CFR §300.346. Development, review, and revision of IEP.

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

and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and

- (v) Consider whether the child requires assistive technology devices and services.
- (b) **Review and Revision of IEP.** In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team shall consider the factors described in paragraph (a) of this section.
- (c) **Statement in IEP.** If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team must include a statement to that effect in the child's IEP.
- (d) **Requirement with respect to regular education teacher.** The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).

34 CFR §300.347. Content of IEP.

- (a) **General.** The IEP for each child with a disability must include—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5)
 - (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
 - (7) A statement of—
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—

- (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
- (b) Transition services. The IEP must include—
- (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
 - (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
- (c) Transfer of rights. In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under Part B of the [IDEA], if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

19 TAC §89.1055. Content of the Individualized Education Program (IEP).

- (a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability shall comply with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.
- (b) The IEP must include a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:
 - (1) why that assessment is not appropriate for the child; and
 - (2) how the child will be assessed using a locally developed alternate assessment.
- (c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP must also include goals and objectives for ESY services from the student's current IEP.
- (d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) shall also meet the requirements of TEC, §30.002(e).
- (e) For students with autism/pervasive developmental disorders, information about the following shall be considered and, when needed, addressed in the IEP:
 - (1) extended educational programming;
 - (2) daily schedules reflecting minimal unstructured time;
 - (3) in-home training or viable alternatives;
 - (4) prioritized behavioral objectives;
 - (5) prevocational and vocational needs of students 12 years of age or older;
 - (6) parent training; and
 - (7) suitable staff-to-students ratio.
- (f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP must include a statement to that effect and the basis upon which the determination was made.
- (g) In accordance with 34 CFR §300.29, §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system; (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transitions;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or charter holder] in which the student is enrolled;

- (4) any postsecondary education options;
- (5) a functional vocational evaluation;
- (6) employment goals and objectives;
- (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
- (8) independent living goals and objectives; and
- (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

19 TAC §89.1050(e). [The report]

- (e) The written report of the ARD committee shall document the decisions of the committee with respect to issues discussed at the meeting. The report shall include the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report shall also indicate each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d)(1), applies, the [charter holder] shall provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the [charter holder] shall make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

34 CFR §300.350. IEP accountability.

- (a) Provision of services. Subject to paragraph (b) of this section, [the charter holder] must—
 - (1) Provide special education and related services to a child with a disability in accordance with the child's IEP; and
 - (2) Make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

34 CFR §300.309. Extended school year services.

- (a) General.
 - (1) [The charter holder] shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.
 - (2) Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, [the charter holder] may not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
- (b) Definition. As used in this section, the term extended school year services means special education and related services that—
 - (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the [charter school];
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of the [TEA].

19 TAC §89.1065. Extended School Year Services (ESY Services).

Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, [the charter holder] may not:
 - (A) limit ESY services to particular categories of disability; or

- (B) unilaterally limit the type, amount, or duration of ESY services.
- (2) The need for ESY services must be documented from formal and/or informal evaluations provided by the [charter holder] or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
 - (3) The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
 - (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
 - (5) If the [charter holder] does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
 - (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
 - (7) For students enrolling in a district [or charter school] during the school year, information obtained from the prior school district [or charter holder] as well as information collected during the current year may be used to determine the need for ESY services.
 - (8) The provision of ESY services is limited to the educational needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
 - (9) [The charter holder is] not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

19 TAC §89.1050(g). [Discipline]

- (g) All disciplinary actions regarding students with disabilities shall be determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

19 TAC §89.1050(h). [Disagreements]

- (h) All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP shall be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
 - (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees shall be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the [charter holder] from reaching mutual agreement about all required elements of an IEP.

- (2) During the recess the committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
- (3) The date, time, and place for continuing the ARD committee meeting shall be determined by mutual agreement prior to the recess.
- (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the [charter holder] shall implement the IEP which it has determined to be appropriate for the student.
- (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
- (6) When the [charter holder] implements an IEP with which the parents disagree or the adult student disagrees, the [charter holder] shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
- (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

TEC §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this state to treat with dignity and respect all students, including students with disabilities who receive special education services under Subchapter A, Chapter 29. A student with a disability who receives special education services under Subchapter A, Chapter 29, may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
 - (1) "Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body.
 - (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
 - (A) is designed solely to seclude a person; and
 - (B) contains less than 50 square feet of space.
 - (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) [The charter holder] employee or volunteer or an independent contractor of [the charter holder] may not place a student in seclusion. This subsection does not apply to the use of seclusion in a court-ordered placement, other than a placement in an educational program of [the charter holder], or in a placement or facility to which the following law, rules, or regulations apply:
 - (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
 - (2) 40 T.A.C. §§720.1001-720.1013; or
 - (3) 25 T.A.C. §412.308(e).
- (d) The commissioner [of TEA] by rule shall adopt procedures for the use of restraint and time-out by [the charter holder] employee or volunteer or an independent contractor of [the charter holder] in the case of a student with a disability receiving special education services under Subchapter A, Chapter 29. A procedure adopted under this subsection must:
 - (1) be consistent with:
 - (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
 - (2) identify any discipline management practice or behavior management technique that requires [the charter holder] employee or volunteer or an independent contractor of [the charter holder] to be trained before using that practice or technique.

- (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under §37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
 - (1) the student possesses a weapon; and
 - (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.
- (g) This section and any rules or procedures adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of [the charter holder].

19 TAC §89.1053. Procedures for Use of Restraint and Time-Out.

- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), school districts and charter schools must implement the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of the state to treat with dignity and respect all students, including students with disabilities who receive special education services under TEC, Chapter 29, Subchapter A.
- (b) Definitions.
 - (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) Use of restraint. A school employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
 - (1) Restraint shall be limited to the use of such reasonable forces as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, a core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
 - (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the following documentation requirements.

- (1) On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
- (2) On the day restraint is utilized, a good faith effort shall be made to verbally notify the parent(s) regarding the use of restraint.
- (3) Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
- (4) Written documentation regarding the use of restraint must be placed in the student's special education eligibility folder in a timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).
- (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder shall include the following:
 - (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. The provisions adopted under this section do not apply to the use of physical force or a mechanical device which does not significantly restrict the free movement of all or a portion of the student's body. Restraint that involves significant restriction as referenced in subsection (b)(2) of this section does not include:
 - (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors, with the expectation that instruction will be reflected in the individualized education program (IEP) as required by 34 CFR §300.346(a)(2)(i) and (c) to promote student learning and reduce and/or prevent the need for ongoing intervention; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A school employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
 - (1) Physical force or threat of physical force shall not be used to place a student in time-out.
 - (2) Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP must be trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP must receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out must be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and must address the impact of time-out on the ability of the student to be

involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

- (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.
- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, must be addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.
- (j) Student safety. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data reporting. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, data regarding the use of restraint must be electronically reported to the Texas Education Agency in accordance with reporting standards specified by the Agency.
- (l) The provisions adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district [or charter holder].

19 TAC §89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities.

(a) Except as specifically provided in this section, in accordance with 34 Code of Federal Regulations (CFR), §300.454, no eligible student who has been placed by his or her parent(s) in a private school or facility has an individual right to receive some or all of the special education and related services that the student would receive if he or she were enrolled in a public school district [or charter school]. Except as specifically set forth in this section, a school district's [or charter holder's] obligations with respect to students placed by their parents in private schools are governed by 34 CFR, §§300.450-300.462.

- (b) When a student with a disability who has been placed by his or her parents directly in a private school or facility is referred to the local school district [or charter holder], the local district [or charter holder] shall convene an admission, review, and dismissal (ARD) committee meeting to determine whether the district [or charter holder] can offer the student a free appropriate public education (FAPE). If the district [or charter holder] determines that it can offer a FAPE to the student, the district [or charter holder] is not responsible for providing educational services to the student, except as provided in 34 CFR, §§300.450-300.462 or subsection (d) of this section, until such time as the parents choose to enroll the student in public school full-time.
- (c) Parents of an eligible student ages 3 or 4 shall have the right to "dual enroll" their student in both the public school [e.g., charter school] and the private school beginning on the student's third birthday and continuing until the end of the school year in which the student turns five or until the student is eligible to attend a district's [or charter holder's] public school kindergarten program, whichever comes first, subject to the following.
 - (1) The student's ARD committee shall develop an individualized education program (IEP) designed to provide the student with a FAPE in the least restrictive environment appropriate for the student.
 - (2) From the IEP, the parent and the district [or charter holder] shall determine which special education and/or related services will be provided to the student and the location where those services will be provided, based on the requirements concerning placement in the least restrictive environment set forth in 34 CFR, §§300.550-300.553, and the policies and procedures of the district [or charter holder].
 - (3) For students served under the provisions of this subsection, the school district [or charter holder] shall be responsible for the employment and supervision of the personnel providing the service, providing the needed instructional materials, and maintaining pupil accounting records. Materials and services provided shall be consistent with those provided for students enrolled only in the public school [e.g., charter school] and shall remain the property of the school district [or charter holder].
- (d) The school district [or charter holder] shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP.
- (e) Complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district [or charter holder] under subsection (c) [(d)] of this section may be filed with the Texas Education Agency under the procedures in 34 CFR, §§300.660-300.662. The procedures in 34 CFR, §§300.504-300.515 (relating to due process hearings) do not apply to complaints regarding the implementation of the components of the student's IEP that have been selected by the parent and the district under subsection (c) [(d)]

H. Least Restrictive Environment (LRE) Placement

Initial: AB

34 CFR §300.550. General LRE requirements.

(b) [The charter holder] shall ensure—

- (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
- (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

34 CFR §300.551. Continuum of alternative placements.

(a) [The charter holder] shall ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.

(b) The continuum required in paragraph (a) of this section must—

- (1) Include the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
- (2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

19 TAC §89.63. Instructional Arrangements and Settings.

(a) [The charter holder] shall be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.

(b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.

(c) Instructional arrangements/settings shall be based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.

- (1) **Mainstream.** This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.
- (2) **Homebound.** This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.
 - (A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local [charter holder] policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

- (B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts [or charter holders] described in Texas Education Code, §29.014.
- (3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the [charter holder]. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class. . [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, []:
- (A) a student who is one of a group of students from more than one school district [or charter school] served in a single location when a free appropriate public education is not available in the respective sending district [or charter school];
- (B) a student whose instruction is provided by [the charter holder] personnel in a facility (other than a nonpublic day school) not operated by the charter holder; or
- (C) a student in a self-contained program at a separate campus operated by the [charter holder] that provides only special education and related services.
- (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
- (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the [charter holder's] career and technology classes have been considered and determined inappropriate for the student.
- (10) Residential care and treatment facility (not school resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school campus. If the instruction is provided at the facility, rather than on a school campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the school in the same way as all other students receiving special education. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school campus, the student is considered to be served in the residential care and treatment facility arrangement/setting. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]

34 CFR §300.552. Placements.

(See Appendix A to CFR Part 300; Q. 19, Q. 37)

In determining the educational placement of a child with a disability, including a preschool child with a disability, [the charter holder] shall ensure that—

(a) The placement decision—

- (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and

- (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
- (b) The child's placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;
- (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
- (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

34 CFR §300.553. Nonacademic settings.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, [the charter holder] shall ensure that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

I. Transition Planning

Initial: AB

34 CFR §300.29. Transition services.

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
 - (1) Is designed within an outcome-oriented process, that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
- (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
 - (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and

- (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
- (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
- (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

34 CFR §300.344. IEP team.

(b) Transition services participants.

- (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
- (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
- (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
- (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

34 CFR §300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

19 TAC §89.1055 (g). Content of the Individualized Education Program (IEP)

- (g) In accordance with 34 CFR §300.29 , §300.344, and §300.347, for each student with a disability, beginning at age 14 (prior to the date on which a student turns 14 [15] years of age) or younger, if determined appropriate by the ARD committee, the following issues must be considered in the development of the IEP, and, if appropriate, integrated into the IEP:
 - (1) appropriate student involvement in the student's transition to life outside the public school system;
 - (2) if the student is younger than 18 years of age, appropriate parental involvement in the student's transition;
 - (3) if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the school district [or the charter holder] in which the student is enrolled;
 - (4) any postsecondary education options;
 - (5) a functional vocational evaluation;
 - (6) employment goals and objectives;
 - (7) if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
 - (8) independent living goals and objectives; and
 - (9) appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

J. Certified Personnel for the Provision of Services to Children with Special Needs

Initial: JB

19 TAC §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.

- (a) All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
- (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities shall be assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments must be available to students with visual impairments, including deaf-blindness, through one of the [charter holders] instructional options, a shared services arrangement with other school districts [or charter holders], or an education service center (ESC). A teacher who is certified in the education of students with visual impairments must attend each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments must be available to students with auditory impairments, including deaf-blindness, through one of the [charter holder's] instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts [or charter holders], or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) The following provisions apply to physical education.
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education may be provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the [charter holder] must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, shall be certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, shall be certified in education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.
 - (8) Teachers with secondary certification with the generic delivery system may be assigned to teach Grades 6-12 only.

- (c) Paraprofessional personnel must be certified and may be assigned to work with eligible students, general and special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.
- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter must be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction must be provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

34 CFR §300.26. Special education.

- (a) General.
 - (1) As used in this part, the term special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including—
 - (i) Instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and
 - (ii) Instruction in physical education.
 - (2) The term includes each of the following, if it meets the requirements of paragraph (a)(1) of this section:
 - (i) Speech-language pathology services, or any other related service, if the service is considered special education rather than a related service under State standards;
 - (ii) Travel training; and
 - (iii) Vocational education.
- (b) Individual terms defined. The terms in this definition are defined as follows:
 - (1) At no cost means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
 - (2) Physical education—
 - (i) Means the development of—
 - (A) Physical and motor fitness;
 - (B) Fundamental motor skills and patterns; and
 - (C) Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and
 - (ii) Includes special physical education, adapted physical education, movement education, and motor development.
 - (3) Specially-designed instruction means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction—
 - (i) To address the unique needs of the child that result from the child's disability; and
 - (ii) To ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the [charter holder] that apply to all children.
 - (4) Travel training means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to—
 - (i) Develop an awareness of the environment in which they live; and
 - (ii) Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).

- (5) Vocational education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

K. Services to Expelled Students

Initial: AB

34 CFR §300.121(d). Free appropriate public education (FAPE).

- (d) FAPE for children suspended or expelled from school.
- (1) [The charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must—
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

34 CFR §300.522. Determination of setting.

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) must be determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 must—
- (1) Be selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and
- (2) Include services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring.

TEC §37.004. Placement of Students with Disabilities.

- (a) The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee.
- (b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's admission, review, and

dismissal committee conducts a manifestation determination review under 20 U.S.C. §1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:

- (1) functional behavioral assessments;
 - (2) positive behavioral interventions, strategies, and supports;
 - (3) behavioral intervention plans; and
 - (4) manifestation determination review.
- (c) A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes.
- (d) A teacher in an alternative education program under §37.008 who has a special education assignment must hold an appropriate certificate or permit for that assignment.
- (e) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under §37.011, the expulsion under a provision of §37.007 described by this subsection of a student with a disability who receives special education services must occur in accordance with this subsection and Subsection (f). The [charter school] from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:
- (1) §37.007(b), (c), or (f); or
 - (2) §37.007(d) as a result of conduct that contains the elements of any offense listed in §37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with [the charter holder].
- (f) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the [charter school] from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The [charter holder] shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program.
- (g) Subsections (e) and (f) and this subsection expire September 1, 2005.

L. Allowable Expenditures of State Special Education Funds

Initial: AB

19 TAC §89.1125. Allowable Expenditures of State Special Education Funds.

- (a) Persons paid from special education funds shall be assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services shall include, but not be limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the admission, review, and dismissal (ARD) committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to school operations equivalent to those assigned to regular education personnel.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities shall be paid from state special education funds.

- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (IEPs) of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.
- (e) State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.
- (f) State special education funds may be used for transportation only to and from residential placements. Prior to using federal funds for transportation costs to and from a residential facility, the [charter holder] must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned positions directly related to the education of eligible students with disabilities. In no event shall the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

19 TAC §105.11. Maximum Allowable Indirect Cost.

No more than 15 % of the [charter holder's] Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.

Gary Bender

Signature of the Chairperson of the Board of the Charter Holder

12-12-2005

Date of Signature

GARY BENDER, CHAIRMAN

Typed name and Title of the Chairperson of the Board of the Charter Holder

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES ADDENDUM (SEAA)

General Addendum Assurance Statement

Brazos River School, charter holder for Crosstimbers Academy Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initiated below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented. **This addendum was made necessary by the reauthorization of the Individuals with Disabilities Education Act in December 2004.**

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
A. Child Find	CFR	§300.125. Child Find	612	No substantive change (NC), except for in the definition: (3) CHILD FIND.-- (A) IN GENERAL --All children with disabilities residing in the State, <u>including children with disabilities who are homeless children or are wards of the State</u> and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.	AB
B. Confidentiality	TEC	§26.004. Access to Student Records.		NC	AB
B. Confidentiality	TAC	§89.1050(f)(3) [Transfer of Records]		(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS.-- (i) IN GENERAL.-- (I) TRANSFER WITHIN THE SAME STATE.-- <u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</u> (II) TRANSFER OUTSIDE STATE.-- <u>In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops</u>	AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>JB</i>
				<p><u>a new IEP, if appropriate, that is consistent with Federal and State law.</u></p> <p>(ii) <u>TRANSMITTAL OF RECORDS.</u>—To facilitate the transition for a child described in clause (i)—</p> <p>(i) <u>the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</u></p> <p>(ii) <u>the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</u></p>	<i>JB</i>
B. Confidentiality	CFR	§300.127. Confidentiality of personally identifiable information.	617(c)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.560. Definitions		NC	<i>JB</i>
B. Confidentiality	CFR	§300.561. Notice to parents	615	NC	<i>JB</i>
B. Confidentiality	CFR	§300.562. Access rights	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.563. Record of access	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.564. Records on more than one child	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.565. List of types and locations of information	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.566. Fees	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.567. Amendment of records at parent's request	615(d)	NC	<i>JB</i>
B. Confidentiality	CFR	§300.568. Opportunity for a hearing	615	NC	<i>JB</i>
B. Confidentiality	CFR	§300.569. Result of hearing	615	NC	<i>JB</i>
B. Confidentiality	CFR	§300.570. Hearing procedures	615	NC	<i>JB</i>
B.	CFR	§300.571. Consent		NC	<i>JB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
Confidentiality					JB
B. Confidentiality	CFR	§300.572. Safeguards		NC	JB
B. Confidentiality	CFR	§300.573. Destruction of information		NC	JB
B. Confidentiality	CFR	§300.574. Children's rights		NC	JB
B. Confidentiality	CFR	Part 99		NC	JB
C. Procedural Safeguards	CFR	§300.504. Procedural safeguards notice	615	<p>SEC. 615. PROCEDURAL SAFEGUARDS.</p> <p>(a) ESTABLISHMENT OF PROCEDURES.—Any State educational agency, State agency, or local educational agency that receives assistance under this part shall establish and maintain procedures in accordance with this section to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education by such agencies.</p> <p>(b) TYPES OF PROCEDURES.—The procedures required by this section shall include the following:</p> <p>(1) An opportunity for the parents of a child with a disability to examine all records relating to such child and to participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of a free appropriate public education to such child, and to obtain an independent educational evaluation of the child.</p> <p>(2) (A) Procedures to protect the rights of the child whenever the parents of the child are not known, the agency cannot, after reasonable efforts, locate the parents, or the child is a ward of the State, including the assignment of an individual to act as a surrogate for the parents, which surrogate shall not be an employee of the State educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of—</p> <p>(i) <u>a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph; and</u></p> <p>(ii) <u>an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)), the local educational agency shall appoint a surrogate in accordance with this paragraph.</u></p> <p>(B) <u>The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.</u></p> <p>(3) Written prior notice to the parents of the child, in accordance with subsection (c)(1), whenever the local educational agency—</p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>AB</i>
				<p>(A) <i>proposes to initiate or change; or</i></p> <p>(B) refuses to initiate or change, the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to the child.</p> <p>(4) Procedures designed to ensure that the notice required by paragraph (3) is in the native language of the parents, unless it clearly is not feasible to do so.</p> <p>(5) An opportunity for mediation, in accordance with subsection (e).</p> <p>(6) An opportunity for any party to present a complaint--</p> <p>(A) <i>with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child; and</i></p> <p>(B) <u>which sets forth an alleged violation that occurred not more than 2 years before the date the parent or public agency knew or should have known about the alleged action that forms the basis of the complaint, or, if the State has an explicit time limitation for presenting such a complaint under this part, in such time as the State law allows, except that the exceptions to the timeline described in subsection (f)(3)(D) shall apply to the timeline described in this subparagraph.</u></p> <p>(7) (A) Procedures that require either party, or the attorney representing a party, to provide due process complaint notice in accordance with subsection (c)(2) (which shall remain confidential)--</p> <p>(i) to the other party, in the complaint filed under paragraph (6), and forward a copy of such notice to the State educational agency; and</p> <p>(ii) that shall include--</p> <p>(I) the name of the child, the address of the residence of the child (or available contact information in the case of a homeless child), and the name of the school the child is attending;</p> <p>(II) <u>in the case of a homeless child or youth (within the meaning of section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), available contact information for the child and the name of the school the child is attending;</u></p> <p>(III) a description of the nature of the problem of the child relating to such proposed initiation or change, including facts relating to such problem; and</p> <p>(IV) a proposed resolution of the problem to the extent known and available to the party at the time.</p>	<i>AB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				(B) <u>A requirement that a party may not have a due process hearing until the party, or the attorney representing the party, files a notice that meets the requirements of subparagraph (A)(ii).</u>	JB
D. Notice	TAC	§89.1015. Time Line for All Notices		NC	JB
D. Notice	CFR	§300.503. Prior notice by the [charter holder]; content of notice		NC	JB
D. Notice	CFR	§300.345. Parent participation		NC	JB
D. Notice	TEC	§26.0081. Right to Information Concerning Special Education		NC	JB
D. Notice	TAC	§89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	JB
E. Consent	CFR	§300.500. General responsibility of public agencies; definitions	614	<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) REQUEST FOR INITIAL EVALUATION.--<u>Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</u></p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(l) to determine whether a child is a child with a disability (as defined in section 602) <u>within 60 days of receiving parental consent for the evaluation, or, if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</u></p> <p>(ll) to determine the educational needs of such child.</p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>AB</i>
				<p>(ii) <u>EXCEPTION.</u>—The relevant <u>timeframe in clause (i)(1) shall not apply to a local educational agency if--</u></p> <p>(1) <u>a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(1) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</u></p> <p>(2) <u>the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</u></p>	<i>AB</i>
E. Consent	CFR	§300.505. Parental consent		<p>(D) <u>PARENTAL CONSENT.</u>—</p> <p>(i) <u>IN GENERAL.</u>—</p> <p>(1) <u>CONSENT FOR INITIAL EVALUATION.</u>—The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. <i>Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</i></p> <p>(2) <u>CONSENT FOR SERVICES.</u>—An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</p> <p>(ii) <u>ABSENCE OF CONSENT.</u>—</p> <p>(1) <u>FOR INITIAL EVALUATION.</u>—If the parent of such child does not provide consent for an initial evaluation under clause (i)(1), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by</p>	<i>AB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial AB
				<p>utilizing the procedures described in section 615, except to the extent inconsistent with State law relating to such parental consent.</p> <p>(II) FOR SERVICES. --If the parent of such child refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</p> <p>(III) EFFECT ON AGENCY OBLIGATIONS. --If the parent of such child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</p> <p>(iii) CONSENT FOR WARDS OF THE STATE. --</p> <p>(I) IN GENERAL. --If the child is a ward of the State and is not residing with the child's parent, the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 602) of the child for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(II) EXCEPTION. --The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) despite reasonable efforts to do so, the agency cannot discover the whereabouts of the parent of the child;</p> <p>(bb) the rights of the parents of the child have been terminated in accordance with State law; or</p> <p>(cc) the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the</p>	AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<u>judge to represent the child.</u>	AB
					AB
E. Consent	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		(E) RULE OF CONSTRUCTION. --The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.	AB
F. Evaluation	TAC	§89.1011. Referral for Full and Individual Initial Evaluation	614	NC	AB
F. Evaluation	TEC	§29.004. Full Individual and Initial Evaluation		NC	AB
F. Evaluation	TEC	§29.0041. Information and Consent for Certain Psychological Examinations or Tests		NC	AB
F. Evaluation	CFR	§300.531. Initial evaluation		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(a) EVALUATIONS, PARENTAL CONSENT, AND REEVALUATIONS.--</p> <p>(1) INITIAL EVALUATIONS.--</p> <p>(A) IN GENERAL.--A State educational agency, other State agency, or local educational agency shall conduct a full and individual initial evaluation in accordance with this paragraph and subsection (b), before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(B) REQUEST FOR INITIAL EVALUATION.--Consistent with subparagraph (D), either a parent of a child, or a State educational agency, other State agency, or local educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</p> <p>(C) PROCEDURES.--</p> <p>(i) IN GENERAL.--Such initial evaluation shall consist of procedures--</p> <p>(I) to determine whether a child is a child with a disability (as defined in section 602) <u>within 60 days of receiving parental consent for the evaluation, or if the State establishes a timeframe within which the evaluation must be conducted, within such timeframe; and</u></p> <p>(II) to determine the educational needs of such child.</p>	AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial JB
				<p>(ii) <u>EXCEPTION.</u> -- <u>The relevant timeframe in clause (i)(I) shall not apply to a local educational agency if--</u></p> <p>(I) <u>a child enrolls in a school served by the local educational agency after the relevant timeframe in clause (i)(I) has begun and prior to a determination by the child's previous local educational agency as to whether the child is a child with a disability (as defined in section 602), but only if the subsequent local educational agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent local educational agency agree to a specific time when the evaluation will be completed; or</u></p> <p>(II) <u>the parent of a child repeatedly fails or refuses to produce the child for the evaluation.</u></p> <p>(D) <u>PARENTAL CONSENT.</u> --</p> <p>(i) <u>IN GENERAL.</u> --</p> <p>(I) <u>CONSENT FOR INITIAL EVALUATION.</u> -- <u>The agency proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability as defined in section 602 shall obtain informed consent from the parent of such child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.</u></p> <p>(II) <u>CONSENT FOR SERVICES.</u> -- <u>An agency that is responsible for making a free appropriate public education available to a child with a disability under this part shall seek to obtain informed consent from the parent of such child before providing special education and related services to the child.</u></p> <p>(ii) <u>ABSENCE OF CONSENT.</u> --</p> <p>(I) <u>FOR INITIAL EVALUATION.</u> -- <u>If the parent of such child does not provide consent for an initial evaluation under clause (i)(I), or the parent fails to respond to a request to provide the consent, the local educational agency may pursue the initial evaluation of the child by utilizing the procedures described in section 615, except to the extent inconsistent with State law</u></p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial JB
				<p>relating to such parental consent.</p> <p>(II) FOR SERVICES. --If the parent of such child refuses to consent to services under clause (i)(II), the local educational agency shall not provide special education and related services to the child by utilizing the procedures described in section 615.</p> <p>(III) EFFECT ON AGENCY OBLIGATIONS. --If the parent of such child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent--</p> <p>(aa) the local educational agency shall not be considered to be in violation of the requirement to make available a free appropriate public education to the child for the failure to provide such child with the special education and related services for which the local educational agency requests such consent, and</p> <p>(bb) the local educational agency shall not be required to convene an IEP meeting or develop an IEP under this section for the child for the special education and related services for which the local educational agency requests such consent.</p> <p>(iii) CONSENT FOR WARDS OF THE STATE. --</p> <p>(I) IN GENERAL. --If the child is a ward of the State and is not residing with the child's parent, the agency shall make reasonable efforts to obtain the informed consent from the parent (as defined in section 602) of the child for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(II) EXCEPTION. --The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if--</p> <p>(aa) despite reasonable efforts to do so, the agency cannot discover the</p>	

JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>whereabouts of the parent of the child.</u></p> <p>(bb) <u>the rights of the parents of the child have been terminated in accordance with State law; or</u></p> <p>(cc) <u>the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.</u></p> <p>(E) RULE OF CONSTRUCTION.--The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.</p> <p>(2) REEVALUATIONS.--</p> <p>(A) IN GENERAL.--A local educational agency shall ensure that a reevaluation of <i>each child with a disability</i> is conducted in accordance with subsections (b) and (c)--</p> <p>(i) if the local educational agency <u>determines that the educational or related services needs, including improved academic achievement and functional performance,</u> of the child warrant a reevaluation; or</p> <p>(ii) if the child's parents or teacher requests a reevaluation.</p> <p>(B) LIMITATION.--<u>A reevaluation conducted under subparagraph (A) shall occur--</u></p> <p>(i) <u>not more frequently than once a year, unless the parent and the local educational agency agree otherwise; and</u></p> <p>(ii) <u>at least once every 3 years, unless the parent and the local educational agency agree that a reevaluation is unnecessary.</u></p>	<p>JB</p>
F. Evaluation	CFR	§300.532. Evaluation procedures		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>...</p> <p>(b) EVALUATION PROCEDURES.--</p> <p>...</p> <p>(3) ADDITIONAL REQUIREMENTS.--Each local educational agency shall ensure that--</p> <p>(A) assessments and other evaluation materials used to assess a child under this section--</p> <p>(i) are selected and administered so as not to be discriminatory on a racial or cultural basis;</p>	<p>JB</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>JB</i>
				<ul style="list-style-type: none"> (ii) are provided and administered in the language and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer; (iii) are used for purposes for which the assessments or measures are valid and reliable; (iv) are administered by trained and knowledgeable personnel; and (v) are administered in accordance with any instructions provided by the producer of such assessments; <p>(B) the child is assessed in all areas of suspected disability;</p> <p>(C) assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided; and</p> <p><u>(D) assessments of children with disabilities who transfer from 1 school district to another school district in the same academic year are coordinated with such children's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.</u></p>	<i>JB</i>
F. Evaluation	CFR	§300.533. Determination of needed evaluation data		NC	<i>JB</i>
F. Evaluation	TAC	§89.1040. Eligibility Criteria		Will need to amend to reflect LD changes (see below)	<i>JB</i>
F. Evaluation	CFR	§300.534. Determination of eligibility		NC	<i>JB</i>
F. Evaluation	CFR	§300.535. Procedures for determining eligibility and placement		See above and below	<i>JB</i>
F. Evaluation	CFR	§300.536. Reevaluation		<p>(c) ADDITIONAL REQUIREMENTS FOR EVALUATION AND REEVALUATIONS.--</p> <p>(5) EVALUATIONS BEFORE CHANGE IN ELIGIBILITY.--</p> <p>(A) IN GENERAL.--Except as provided in subparagraph (B), a local educational agency shall evaluate a child with a disability in accordance with this section before determining that the child is no longer a child with a disability.</p> <p>(B) EXCEPTION.--</p> <p>(i) <u>IN GENERAL.--The evaluation described in subparagraph (A) shall not be required before the termination of a child's eligibility under this part due to graduation from secondary school with a</u></p>	<i>JB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>regular diploma, or due to exceeding the age eligibility for a free appropriate public education under State law.</u></p> <p>(ii) SUMMARY OF PERFORMANCE. - <u>-For a child whose eligibility under this part terminates under circumstances described in clause (i), a local educational agency shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.</u></p>	JB
F. Evaluation	CFR	§300.540. Additional team members		NC	JB
F. Evaluation	CFR	§300.541. Criteria for determining the existence of a specific learning disability		<p>(b) EVALUATION PROCEDURES.--</p> <p>(6) SPECIFIC LEARNING DISABILITIES.--</p> <p>(A) IN GENERAL. --<u>Notwithstanding section 607(b), when determining whether a child has a specific learning disability as defined in section 602, a local educational agency shall not be required to take into consideration whether a child has a severe discrepancy between achievement and intellectual ability in oral expression, listening comprehension, written expression, basic reading skill, reading comprehension, mathematical calculation, or mathematical reasoning.</u></p> <p>(B) ADDITIONAL AUTHORITY. --<u>In determining whether a child has a specific learning disability, a local educational agency may use a process that determines if the child responds to scientific, research-based intervention as a part of the evaluation procedures described in paragraphs (2) and (3).</u></p>	JB
F. Evaluation	CFR	§300.542. Observation		NC	JB
F. Evaluation	CFR	§300.543. Written report		NC	JB
G. Development...	TAC	§89.1050(a). [ARD committee]		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(f) ALTERNATIVE MEANS OF MEETING PARTICIPATION. --<u>When conducting IEP team meetings and placement meetings pursuant to this section, section 615(e), and section 615(f)(1)(B), and carrying out administrative matters under section 615 (such as scheduling, exchange of witness lists, and status conferences), the parent of a child with a disability and a local educational agency may agree to use alternative means of meeting participation, such as video conferences and conference calls.</u></p>	JB
G. Development...	TAC	§89.1050(d). [30-day timeline]		NC	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
G. Development...	TAC	§89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings		NC	JB
G. Development...	CFR	§300.342. When IEPs must be in effect	614(d)(2)(A)	NC	JB
G. Development...	TAC	§89.1050(b). [IFSP/IEP]		NC	JB
G. Development...	TAC	§89.1050(f). For a student who is new to a [charter school]:		NC	JB
G. Development...	CFR	§300.121. Free appropriate public education (FAPE)		<p>SEC. 612. STATE ELIGIBILITY.</p> <p><u>(C) STATE FLEXIBILITY.--A State that provides early intervention services in accordance with part C to a child who is eligible for services under section 619, is not required to provide such child with a free appropriate public education.</u></p> <p>SEC. 612. STATE ELIGIBILITY.</p> <p>(16) PARTICIPATION IN ASSESSMENTS.--</p> <p>(A) IN GENERAL.--All children with disabilities are included in all general State and districtwide assessment programs, <u>including assessments described under section 1111 of the Elementary and Secondary Education Act of 1965, with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs.</u></p> <p>(B) ACCOMMODATION GUIDELINES.--The State (or, in the case of a districtwide assessment, the local educational agency) has developed guidelines for the provision of appropriate accommodations.</p> <p><u>(C) ALTERNATE ASSESSMENTS.--</u></p> <p>(i) <u>IN GENERAL.--The State (or, in the case of a districtwide assessment, the local educational agency) has developed and implemented guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments under subparagraph (A) with accommodations as indicated in their respective individualized education programs.</u></p> <p>(ii) <u>REQUIREMENTS FOR ALTERNATE ASSESSMENTS.--</u> <u>The guidelines under clause (i) shall provide for alternate assessments that--</u></p> <p>(i) <u>are aligned with the State's challenging academic content standards and challenging</u></p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>student academic achievement standards; and</u></p> <p><u>(ii) if the State has adopted alternate academic achievement standards permitted under the regulations promulgated to carry out section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, measure the achievement of children with disabilities against those standards.</u></p> <p><u>(iii) CONDUCT OF ALTERNATE ASSESSMENTS.</u>—The State conducts the alternate assessments described in this subparagraph.</p>	JB
G. Development...	CFR	§300.343. IEP meetings	613(a)(1) 614(d)(2)(A)	NC	JB
G. Development...	CFR	§300.344. IEP team	614(d)(1)(7)(A)	See below	JB
G. Development...	TAC	§89.1050(c). [Teacher member requirements]		NC	JB
G. Development...	CFR	§300.345. Parent participation		See below	JB
G. Development...	CFR	§300.346. Development, review, and revision of IEP		<u>(iv) the academic, developmental, and functional needs of the child.</u>	JB
G. Development...	CFR	§300.347. Content of IEP		<p><u>VIII) beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u></p> <p>(aa) <u>appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills;</u></p> <p>(bb) <u>the transition services (including courses of study) needed to assist the child in reaching those goals;</u></p> <p>add this to Transfer of rights:</p> <p><u>(cc) beginning not later than 1 year before the child reaches the age of majority under State law, a statement that the child has been informed of the</u></p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<u>child's rights under this title, if any, that will transfer to the child on reaching the age of majority under section 615(m).</u>	JB JB
G. Development...	TAC	§89.1055. Content of the Individualized Education Program (IEP)		<p>SEC. 614. EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS.</p> <p>(d) INDIVIDUALIZED EDUCATION PROGRAMS.--</p> <p>(D) AGREEMENT.--<u>In making changes to a child's IEP after the annual IEP meeting for a school year, the parent of a child with a disability and the local educational agency may agree not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend or modify the child's current IEP.</u></p> <p>(E) CONSOLIDATION OF IEP TEAM MEETINGS.--<u>To the extent possible, the local educational agency shall encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.</u></p> <p>(F) AMENDMENTS.--<u>Changes to the IEP may be made either by the entire IEP Team or, as provided in subparagraph (D), by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.</u></p>	JB
G. Development...	TAC	§89.1050(e). [The report]		NC	JB
G. Development...	CFR	§300.348. Agency responsibilities for transition services		NC	JB
G. Development...	CFR	§300.350. IEP accountability		NC	JB
G. Development...	CFR	§300.309. Extended school year services		NC	JB
G. Development...	TAC	§89.1065. Extended School Year Services (ESY Services)		NC	JB
G. Development...	TAC	§89.1050(g). [Discipline]		See below (K)	JB
G. Development...	TAC	§89.1050(h). [Disagreements]		NC	JB
G. Development...	TEC	§37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out		NC	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
G. Development...	TAC	§89.1053. Procedures for Use of Restraint and Time-Out		NC	AB
G. Development...	TAC	§89.1096. Provision of Services for Students Placed by Their Parents in Private Schools or Facilities	612	<p>(A) CHILDREN ENROLLED IN PRIVATE SCHOOLS BY THEIR PARENTS.--</p> <p>(i) IN GENERAL.--To the extent consistent with the number and location of children with disabilities in the State who are enrolled by their parents in private elementary schools and secondary schools in the school district served by a local educational agency, provision is made for the participation of those children in the program assisted or carried out under this part by providing for such children special education and related services in accordance with the following requirements, unless the Secretary has arranged for services to those children under subsection (f):</p> <p>(l) Amounts to be expended for the provision of those services (including direct services to parentally placed private school children) by the local educational agency shall be equal to a proportionate amount of Federal funds made available under this part.</p> <p>(ll) <u>In calculating the proportionate amount of Federal funds, the local educational agency, after timely and meaningful consultation with representatives of private schools as described in clause (iii), shall conduct a thorough and complete child find process to determine the number of parentally placed children with disabilities attending private schools located in the local educational agency.</u></p> <p>(lll) Such services to parentally placed private school children with disabilities may be provided to the children on the premises of private, including religious, schools, to the extent consistent with law.</p> <p>(lV) <u>State and local funds may supplement and in no case shall supplant the proportionate amount of Federal funds required to be expended under this subparagraph.</u></p> <p>(lV) <u>Each local educational agency shall maintain in its records and provide to the State educational agency the number of children evaluated under this subparagraph, the number of children determined to be children with disabilities under this paragraph, and the number</u></p>	AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>AB</i>
				<p><u>of children served under this paragraph.</u></p> <p>(ii) CHILD FIND REQUIREMENT.--</p> <p>(I) IN GENERAL.--The requirements of paragraph (3) (relating to child find) shall apply with respect to children with disabilities in the State who are enrolled in private, including religious, elementary schools and secondary schools.</p> <p>(II) EQUITABLE PARTICIPATION.--The child find process shall be designed to ensure the equitable participation of parentally placed private school children with disabilities and an accurate count of such children.</p> <p>(III) ACTIVITIES.--In carrying out this clause, the local educational agency, or where applicable, the State educational agency, shall undertake activities similar to those activities undertaken for the agency's public school children.</p> <p>(IV) COST.--The cost of carrying out this clause, including individual evaluations, may not be considered in determining whether a local educational agency has met its obligations under clause (i).</p> <p>(V) COMPLETION PERIOD.--<u>Such child find process shall be completed in a time period comparable to that for other students attending public schools in the local educational agency.</u></p> <p>(iii) CONSULTATION.--To ensure timely and meaningful consultation, a local educational agency, or where appropriate, a State educational agency, shall consult with private school representatives and representatives of parents of parentally placed private school children with disabilities during the design and development of special education and related services for the children, including regarding--</p> <p>(I) <u>the child find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process;</u></p> <p>(II) <u>the determination of the proportionate amount of Federal funds available to serve parentally placed private school children with disabilities under this subparagraph, including the</u></p>	

AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>JB</i>
				<p>determination of how the amount was calculated;</p> <p>(III) <u>the consultation process among the local educational agency, private school officials, and representatives of parents of parentally placed private school children with disabilities, including how such process will operate throughout the school year to ensure that parentally placed private school children with disabilities identified through the child find process can meaningfully participate in special education and related services;</u></p> <p>(IV) <u>how, where, and by whom special education and related services will be provided for parentally placed private school children with disabilities, including a discussion of types of services, including direct services and alternate service delivery mechanisms, how such services will be apportioned if funds are insufficient to serve all children, and how and when these decisions will be made; and</u></p> <p>(V) <u>how, if the local educational agency disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the local educational agency shall provide to the private school officials a written explanation of the reasons why the local educational agency chose not to provide services directly or through a contract.</u></p> <p>(iv) <u>WRITTEN AFFIRMATION --When timely and meaningful consultation as required by clause (iii) has occurred, the local educational agency shall obtain a written affirmation signed by the representatives of participating private schools, and if such representatives do not provide such affirmation within a reasonable period of time, the local educational agency shall forward the documentation of the consultation process to the State educational agency.</u></p> <p>(v) <u>COMPLIANCE --</u></p> <p>(I) <u>IN GENERAL --A private school official shall have the right to submit a complaint to the State educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private</u></p>	<i>JB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>school official.</u> (ii) <u>PROCEDURE.--If the private school official wishes to submit a complaint, the official shall provide the basis of the noncompliance with this subparagraph by the local educational agency to the State educational agency, and the local educational agency shall forward the appropriate documentation to the State educational agency. If the private school official is dissatisfied with the decision of the State educational agency, such official may submit a complaint to the Secretary by providing the basis of the noncompliance with this subparagraph by the local educational agency to the Secretary, and the State educational agency shall forward the appropriate documentation to the Secretary.</u></p> <p>(vi) <u>PROVISION OF EQUITABLE SERVICES.--</u></p> <p>(i) <u>DIRECTLY OR THROUGH CONTRACTS.--The provision of services pursuant to this subparagraph shall be provided--</u></p> <p>(aa) <u>by employees of a public agency, or</u></p> <p>(bb) <u>through contract by the public agency with an individual, association, agency, organization, or other entity.</u></p> <p>(ii) <u>SECULAR, NEUTRAL, NONIDEOLOGICAL.--Special education and related services provided to parentally placed private school children with disabilities, including materials and equipment, shall be secular, neutral, and nonideological.</u></p> <p>(vii) <u>PUBLIC CONTROL OF FUNDS.--The control of funds used to provide special education and related services under this subparagraph, and title to materials, equipment, and property purchased with those funds, shall be in a public agency for the uses and purposes provided in this title, and a public agency shall administer the funds and property.</u></p>	<p>JB</p> <p>JB</p> <p>JB</p>
H. (LRE) Placement	CFR	§300.550. General LRE requirements	612	No substantive change (NC)	JB
H. (LRE) Placement	CFR	§300.551. Continuum of alternative placements		NC	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
H. (LRE) Placement	TAC	§89.63 Instructional Arrangements and Settings		NC	JB
H. (LRE) Placement	CFR	§300.552. Placements		NC	JB
H. (LRE) Placement	CFR	Nonacademic settings		NC	JB
I. Transition Planning	CFR	§300.29. Transition services	602	(34) TRANSITION SERVICES. --The term 'transition services' means a coordinated set of activities for a child with a disability that-- <u>(1) (A) is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation,</u>	JB
I. Transition Planning	CFR	§300.345. Parent participation	614	<u>(d) (1) (A) (VIII) beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter--</u> <u>(aa) appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills;</u> <u>(bb) the transition services (including courses of study) needed to assist the child in reaching those goals; and</u> <u>(cc) [no change]</u> <u>corresponding changes in:</u> §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings. §26.0081. Right to Information Concerning Special Education and Education of Students with Learning Difficulties.	JB
I. Transition Planning	CFR	§300.344. IEP team	614	(C) IEP TEAM ATTENDANCE. -- <u>(i) ATTENDANCE NOT NECESSARY.</u> --A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a child with a disability and the local educational agency agree that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. <u>(ii) EXCUSAL.</u> --A member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if-- <u>(l) the parent and the local educational agency</u>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p>consent to the excusal; and</p> <p><u>(ii) the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.</u></p> <p><u>(iii) WRITTEN AGREEMENT AND CONSENT REQUIRED.--A parent's agreement under clause (i) and consent under clause (ii) shall be in writing.</u></p> <p>Corresponding changes in: <u>§89.1050. The Admission, Review, and Dismissal (ARD) Committee.</u> <u>§29.005. Individualized Education Program.</u></p>	JB
I. Transition Planning	CFR	§300.348. Agency responsibilities for transition services		See above	JB
I. Transition Planning	TAC	§89.1055 (g). Content of the Individualized Education Program (IEP)	614	<p><u>(C) PROGRAM FOR CHILDREN WHO TRANSFER SCHOOL DISTRICTS.--</u></p> <p><u>(i) IN GENERAL.--</u></p> <p><u>(i) TRANSFER WITHIN THE SAME STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in the same State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency adopts the previously held IEP or develops, adopts, and implements a new IEP that is consistent with Federal and State law.</u></p> <p><u>(ii) TRANSFER OUTSIDE STATE.--In the case of a child with a disability who transfers school districts within the same academic year, who enrolls in a new school, and who had an IEP that was in effect in another State, the local educational agency shall provide such child with a free appropriate public education, including services comparable to those described in the previously held IEP, in consultation with the parents until such time as the local educational agency conducts an evaluation pursuant to subsection (a)(1), if determined to be necessary by such agency, and develops a new IEP, if appropriate, that is consistent with Federal and State law.</u></p> <p><u>(ii) TRANSMITTAL OF RECORDS.--To facilitate the transition for a child described in clause (i)--</u></p> <p><u>(i) the new school in which the child enrolls shall take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous school in which the child was enrolled, pursuant to section 99.31(a)(2) of title 34, Code of Federal Regulations; and</u></p> <p><u>(ii) the previous school in which the child was enrolled shall take reasonable steps to promptly respond to such request from the new school.</u></p> <p><u>(3) DEVELOPMENT OF IEP.--</u></p> <p><u>(A) IN GENERAL.--In developing each child's IEP, the IEP Team, subject to subparagraph (C), shall consider--</u></p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>JB</i>
				<p>(A) <u>IN GENERAL</u> --For any special education teacher, the term "highly qualified" has the meaning given the term in section 9101 of the Elementary and Secondary Education Act of 1965, except that such term also--</p> <p>(i) includes the requirements described in subparagraph (B); and</p> <p>(ii) includes the option for teachers to meet the requirements of section 9101 of such Act by meeting the requirements of subparagraph (C) or (D).</p> <p>(B) <u>REQUIREMENTS FOR SPECIAL EDUCATION TEACHERS</u> --When used with respect to any public elementary school or secondary school special education teacher teaching in a State, such term means that--</p> <p>(i) the teacher has obtained full State certification as a special education teacher (including certification obtained through alternative routes to certification), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law;</p> <p>(ii) the teacher has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and</p> <p>(iii) the teacher holds at least a bachelor's degree.</p> <p>(C) <u>SPECIAL EDUCATION TEACHERS TEACHING TO ALTERNATE ACHIEVEMENT STANDARDS</u> --When used with respect to a special education teacher who teaches core academic subjects exclusively to children who are assessed against alternate achievement standards established under the regulations promulgated under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, such term means the teacher, whether new or not new to the profession, may either--</p> <p>(i) meet the applicable requirements of section 9101 of such Act for any elementary, middle, or secondary school teacher who is new or not new to the profession; or</p> <p>(ii) meet the requirements of subparagraph (B) or (C) of section 9101(23) of such Act as applied to an elementary school teacher, or, in the case of instruction above the elementary level, has subject matter knowledge appropriate to the level of instruction being provided, as determined by the State, needed to effectively teach to those standards.</p> <p>(D) <u>SPECIAL EDUCATION TEACHERS TEACHING MULTIPLE SUBJECTS</u> --When used with respect to a special education teacher who teaches 2 or more core academic subjects exclusively to children with disabilities, such term means that the teacher may either--</p> <p>(i) meet the applicable requirements of section 9101 of the Elementary and Secondary Education Act of 1965 for any</p>	<i>JB</i>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>elementary, middle, or secondary school teacher who is new or not new to the profession;</u></p> <p>(ii) <u>in the case of a teacher who is not new to the profession, demonstrate competence in all the core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher who is not new to the profession under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects; or</u></p> <p>(iii) <u>in the case of a new special education teacher who teaches multiple subjects and who is highly qualified in mathematics, language arts, or science, demonstrate competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, or secondary school teacher under section 9101(23)(C)(ii) of such Act, which may include a single, high objective uniform State standard of evaluation covering multiple subjects, not later than 2 years after the date of employment.</u></p> <p><u>(E) RULE OF CONSTRUCTION.--Notwithstanding any other individual right of action that a parent or student may maintain under this part, nothing in this section or part shall be construed to create a right of action on behalf of an individual student or class of students for the failure of a particular State educational agency or local educational agency employee to be highly qualified.</u></p> <p><u>(F) DEFINITION FOR PURPOSES OF THE ESEA.--A teacher who is highly qualified under this paragraph shall be considered highly qualified for purposes of the Elementary and Secondary Education Act of 1965.</u></p>	AB
J. Certified Personnel	CFR	§300.26. Special education	602	[New requirement that each special education teacher meet the definition of "highly qualified" [in 20 U.S.C. 1401(10)] by the deadline established in 1119(a)(2) [by the end of the 2005-2006 school year]. (see above)]	AB
K. Services to Expelled Students	CFR	§300.121(d). Free appropriate public education (FAPE)	615	NC	AB
K. Services to Expelled Students	CFR	§300.522. Determination of setting	615	<p>(k) PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</p> <p>(2) <u>DETERMINATION OF SETTING.--The interim alternative educational setting in subparagraphs (C) and (G) of paragraph (1) shall be determined by the IEP Team.</u></p>	AB
K. Services to Expelled Students	TEC	§37.004. Placement of Students with Disabilities	615	<p>(k) PLACEMENT IN ALTERNATIVE EDUCATIONAL SETTING.--</p> <p>(1) AUTHORITY OF SCHOOL PERSONNEL.--</p> <p><u>(A) CASE-BY-CASE DETERMINATION.-- School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student</u></p>	AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial YB
				<p>conduct.</p> <p>(B) AUTHORITY.—School personnel under this subsection may remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days (to the extent such alternatives are applied to children without disabilities).</p> <p>(C) ADDITIONAL AUTHORITY.—If school personnel seek to order a change in placement that would exceed 10 school days and the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to subparagraph (E), the relevant disciplinary procedures applicable to children without disabilities may be applied to the child in the same manner and for the same duration in which the procedures would be applied to children without disabilities, except as provided in section 612(a)(1) although it may be provided in an interim alternative educational setting.</p> <p>(D) SERVICES.—A child with a disability who is removed from the child's current placement under subparagraph (G) (irrespective of whether the behavior is determined to be a manifestation of the child's disability) or subparagraph (C) shall—</p> <p>(i) continue to receive educational services, as provided in section 612(a)(1), so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and</p> <p>(ii) receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.</p> <p>(E) MANIFESTATION DETERMINATION.—</p> <p>(i) IN GENERAL.—Except as provided in subparagraph (B), within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine—</p> <p>(I) if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or</p> <p>(II) if the conduct in question was</p>	YB
					AB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>the direct result of the local educational agency's failure to implement the IEP.</u></p> <p>(ii) <u>MANIFESTATION</u> --If the local educational agency, the parent, and relevant members of the IEP Team determine that either subclause (I) or (II) of clause (i) is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.</p> <p>(F) <u>DETERMINATION THAT BEHAVIOR WAS A MANIFESTATION</u> --If the local educational agency, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall--</p> <p>(i) <u>conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the local educational agency had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement described in subparagraph (C) or (G);</u></p> <p>(ii) <u>in the situation where a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and</u></p> <p>(iii) <u>except as provided in subparagraph (G), return the child to the placement from which the child was removed, unless the parent and the local educational agency agree to a change of placement as part of the modification of the behavioral intervention plan.</u></p> <p>(G) <u>SPECIAL CIRCUMSTANCES</u> --School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, in cases where a child--</p> <p>(i) <u>carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a State or local educational agency;</u></p> <p>(ii) <u>knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or</u></p> <p>(iii) <u>has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.</u></p> <p>(H) <u>NOTIFICATION</u> --Not later than the date</p>	<p>AB</p> <p>20</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
				<p><u>on which the decision to take disciplinary action is made, the local educational agency shall notify the parents of that decision, and of all procedural safeguards accorded under this section.</u></p> <p>(3) APPEAL--</p> <p>(A) IN GENERAL--The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination under this subsection, <u>or a local educational agency that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request a hearing.</u></p> <p>(B) AUTHORITY OF HEARING OFFICER--</p> <p>(i) IN GENERAL--A hearing officer shall hear, and make a determination regarding, an appeal requested under subparagraph (A).</p> <p>(ii) CHANGE OF PLACEMENT ORDER--In making the determination under clause (i), the hearing officer may order a change in placement of a child with a disability. In such situations, the hearing officer may--</p> <p>(I) <u>return a child with a disability to the placement from which the child was removed; or</u></p> <p>(II) <u>order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.</u></p> <p>(4) PLACEMENT DURING APPEALS--When an appeal under paragraph (3) has been requested by either the parent or the local educational agency--</p> <p>(A) the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in paragraph (1)(C), whichever occurs first, unless the parent and the State or local educational agency agree otherwise; and</p> <p>(B) <u>the State or local educational agency shall arrange for an expedited hearing, which shall occur within 20 school days of the date the hearing is requested and shall result in a determination within 10 school days after the hearing.</u></p>	<p>JB</p> <p>JB</p>
L. Allowable Expenditures of State Special Education Funds	TAC	§89.1125. Allowable Expenditures of State Special Education Funds	613	<p>(4) PERMISSIVE USE OF FUNDS--</p> <p>(A) USES--Notwithstanding paragraph (2)(A) or section 612(a)(17)(B) (relating to commingled funds), funds provided to the local educational agency under this part may be used for the following activities:</p>	<p>JB</p> <p>JB</p>

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial 9/3
				<p>(i) SERVICES AND AIDS THAT ALSO BENEFIT NONDISABLED CHILDREN.—For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to a child with a disability in accordance with the individualized education program of the child, even if 1 or more nondisabled children benefit from such services.</p> <p>(ii) EARLY INTERVENING SERVICES.—<u>To develop and implement coordinated, early intervening educational services in accordance with subsection (f).</u></p> <p>(iii) HIGH COST EDUCATION AND RELATED SERVICES.—<u>To establish and implement cost or risk sharing funds, consortia, or cooperatives for the local educational agency itself, or for local educational agencies working in a consortium of which the local educational agency is a part, to pay for high cost special education and related services.</u></p> <p>(B) ADMINISTRATIVE CASE MANAGEMENT.—<i>A local educational agency may use funds received under this part to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the individualized education program of children with disabilities, that is needed for the implementation of such case management activities.</i></p> <p>(5) TREATMENT OF CHARTER SCHOOLS AND THEIR STUDENTS.—<i>In carrying out this part with respect to charter schools that are public schools of the local educational agency, the local educational agency—</i></p> <p>(A) <i>serves children with disabilities attending those charter schools in the same manner as the local educational agency serves children with disabilities in its other schools, <u>including providing supplementary and related services on site at the charter school to the same extent to which the local educational agency has a policy or practice of providing such services on the site to its other public schools;</u> and</i></p> <p>(B) <i>provides funds under this part to those charter schools—</i></p> <p>(i) <i>on the same basis as the local educational agency provides funds to the local educational agency's other public schools, <u>including proportional distribution based on relative enrollment of children with disabilities;</u> and</i></p> <p>(ii) <i><u>at the same time as the agency distributes other Federal funds to the agency's other public schools, consistent with the State's charter school law.</u></i></p>	9/3

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial
					JB
L. Allowable Expenditures of State Special Education Funds	TAC	§105.11. Maximum Allowable Indirect Cost	613	<p>(C) ADJUSTMENT TO LOCAL FISCAL EFFORT IN CERTAIN FISCAL YEARS.</p> <p>(i) AMOUNTS IN EXCESS. -- <u>Notwithstanding clauses (ii) and (iii) of subparagraph (A), for any fiscal year for which the allocation received by a local educational agency under section 611(f) exceeds the amount the local educational agency received for the previous fiscal year, the local educational agency may reduce the level of expenditures otherwise required by subparagraph (A)(iii) by not more than 50 percent of the amount of such excess.</u></p> <p>(ii) USE OF AMOUNTS TO CARRY OUT ACTIVITIES UNDER ESEA. -- <u>If a local educational agency exercises the authority under clause (i), the agency shall use an amount of local funds equal to the reduction in expenditures under clause (i) to carry out activities authorized under the Elementary and Secondary Education Act of 1965.</u></p> <p>(iii) STATE PROHIBITION. -- <u>Notwithstanding clause (i), if a State educational agency determines that a local educational agency is unable to establish and maintain programs of free appropriate public education that meet the requirements of subsection (a) or the State educational agency has taken action against the local educational agency under section 616, the State educational agency shall prohibit the local educational agency from reducing the level of expenditures under clause (i) for that fiscal year.</u></p> <p>(iv) SPECIAL RULE. --<u>The amount of funds expended by a local educational agency under subsection (f) shall count toward the maximum amount of expenditures such local educational agency may reduce under clause (i).</u></p> <p>(f) EARLY INTERVENING SERVICES. --</p> <p>(1) IN GENERAL. --<u>A local educational agency may not use more than 15 percent of the amount such agency receives under this part for any fiscal year, less any amount reduced by the agency pursuant to subsection (a)(2)(C), if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated, early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.</u></p> <p>(2) ACTIVITIES. --<u>In implementing coordinated,</u></p>	JB

Section in SEAA	Law	Citation	IDEA '04 citation	Change in statute [changes are underlined]	Initial <i>AB</i>
				<p><u>early intervening services under this subsection, a local educational agency may carry out activities that include--</u></p> <p>(A) <u>professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and</u></p> <p>(B) <u>providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.</u></p> <p>(3) <u>CONSTRUCTION --Nothing in this subsection shall be construed to limit or create a right to a free appropriate public education under this part.</u></p> <p>(4) <u>REPORTING --Each local educational agency that develops and maintains coordinated, early intervening services under this subsection shall annually report to the State educational agency on--</u></p> <p>(A) <u>the number of students served under this subsection; and</u></p> <p>(B) <u>the number of students served under this subsection who subsequently receive special education and related services under this title during the preceding 2-year period.</u></p>	<i>AB</i>

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION

For the period May 12, 2000 to the present

Individual making report: Gary Eugene Bender
(Please Print or Type Full Name)

Employer or Company Represented: Brazos River School
(Please Print or Type Full Name)

Position/Title: Board President
(Please Print or Type Full Name)

Services Rendered to SBOE or Contract, Grant, or Charter Issued by SBOE

Transaction 1. N/A

DATE _____

AMOUNT _____

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

Transaction 2. N/A

DATE _____

AMOUNT _____

INITIAL REPORT OF BENEFITS OR CAMPAIGN CONTRIBUTIONS
CONFERRED ON MEMBERS OF OR CANDIDATES FOR THE STATE
BOARD OF EDUCATION

For the period May 12, 2000 to the present

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

Transaction 3. *N/A*

DATE _____

AMOUNT _____

NAME OF PERSON (S) RECEIVING BENEFIT OR CONTRIBUTION

DETAILED DESCRIPTION OF EXPENDITURE _____

Gary Eugene Bender 9-8-05
Print or Type Name of Organization President Date

Gary Bender 9-8-05
Signature of Organization President Date

BRAZOS RIVER SCHOOL

Official Name of Charter Holder

75-2855334

FEI No./Taxpayer ID

CROSSTIMBENS ACADEMY

Charter School Name

County-District No.

TEXAS EDUCATION AGENCY

Division of Planning and Grant Reporting

General Application of Assurances for Federal Programs Administered by the U.S. Department of Education

Authority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).


Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.

Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Planning and Grant Reporting at (512) 463-7004.

Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)	
GARY EUGENE BENDER	9/8/05	254-776-7609		
Typed Title of Authorized Official of Charter Holder				
BOARD PRESIDENT				
Address of Charter Holder	City		State	Zip Code
P.O. Box 949	NEMO		TX	76070

Return original to:

Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress
Austin, Texas 78701

ASSURANCES

The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

Assurance is hereby given that:

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f * of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

AND

In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including —
 - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

* Section 1232f, United States Code, Title 20, Education

RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.



SPECIAL EDUCATION ISSUES IDENTIFIED

Special Needs Students	
10.	Special Needs Students and Programs
a) Projected special ed enrollment	(page 58 of charter) Statistics indicate that the percentage of students that will require special education and related services at Crosstimbers Academy will be between 20-25% of the overall student population. While this percentage is significantly above the state average, the nature of Crosstimbers' program attracts students who are at-risk, many of whom are identified as learning disabled, emotional disturbed, or with other disabilities. Most of the special education students served by Crosstimbers will transfer into the school already identified as having one or more disabilities. Crosstimbers expects very few referrals in-house and will monitor transfer students closely to determine whether continued eligibility is appropriate.
b) How staff will conduct Child Find	<p>(page 58-59 of charter) Insert the following after the 3rd Child Find paragraph ending "<i>residing within their jurisdiction</i>"</p> <p>Crosstimbers Academy will ensure that all children with disabilities, ages birth through 21 years, who are in need of special education services and who live within the Crosstimbers jurisdiction, will be identified, located, and evaluated. Crosstimbers will participate in a networking system with outside agencies, communities, Education Service Center Region XI, and other facilities providing services to students with disabilities.</p> <p>Crosstimbers will implement the following activities:</p> <ul style="list-style-type: none"> • Child Find posters displayed in schools; • Child Find pamphlets distributed during enrollment process; • <i>Child Find pamphlets distributed to communities and outside agencies;</i> • Child Find notification in local press; • Staff Development regarding Child Find obligations for all employees on an annual basis; • Refer children ages 0-3 to the appropriate local Early Childhood Intervention (ECI) program for evaluation; • Refer students ages 3 through grade 8 to the ISD within which they reside; • Review all records of students enrolled to determine which students have received special education services in their previous educational setting; • Implement Student Support Team to develop interventions for students with academic or behavioral difficulties and to refer students for special education evaluation when other interventions are not successful. <p>Omit the final paragraph in this section "<i>In accordance with the rules...</i>", just prior to the Confidentiality portion at the top of page 59.</p>

<p>c) Accessing staff for evaluation</p> <p>Accessing staff for special education and related services</p>	<p>(page 62 of charter) Just after the first paragraph of this section (10c) "a <i>certified special education instructor.</i>" Additionally, Crosstimbers will contract with other qualified assessment personnel, as needed, including speech/language pathologist, psychologist, or licensed specialist in school psychologist (LSSP), occupational therapist, physical therapist, counselor, autism specialist, physician, audiologist, ophthalmologist, or others when necessary, to assess the educational needs of students with all types of disabilities. These assessment personnel will not only evaluate students, but will also be available to serve as members of the multidisciplinary team and/or as ARD committee participants. Education Service Center, Region XI, maintains a list of assessment personnel who are available for independent contracting, and Crosstimbers will work closely with ESC Region XI to locate and contract with qualified personnel. Additionally, ESC Region XI has alternative and/or distance learning training programs for diagnosticians and speech pathologists, which are potential sources for these personnel.</p> <p>In addition to ESC Region XI, Crosstimbers will also pursue agreements with the Johnson County and Parker County Shared services Arrangements to access the services of qualified professionals to meet the diverse needs of its special populations.</p> <p>Crosstimbers will recruit and hire a full-time certified special education teacher. Possible sources include local universities, alternative certification programs, through ESC, Region XI and Tarleton State University, and advertising positions in the local press and on the ESC Region XI website. The teacher will meet the "highly qualified" criteria specified for charter schools and for special education teachers.</p> <p>Crosstimbers anticipates contracting with service providers for speech therapy and other related services when recommended in the student's IEP. Education Service Center, Region XI, maintains a list of personnel who are available for independent contracting, and Crosstimbers will work closely with ESC Region XI to locate and contract with qualified personnel. Additionally, ESC Region XI has a distance learning training program for speech pathologists, which is a potential source for these personnel.</p> <p>In addition to ESC Region XI, Crosstimbers will also pursue agreements with the Johnson County and Parker County Shared Service Arrangements, to access the services of qualified personnel to meet the diverse needs of its special populations.</p> <p>Crosstimbers Academy will maintain the capacity to provide evaluation, special education and related services when recommended in student IEPs through funding from regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding.</p>

<p>d) Ensuring a full continuum of placement options</p>	<p>(page 63 of charter) ... While Crosstimbers anticipates needing the settings described above for the majority of its special education students, the school will maintain the capacity to provide all of the following placement options if and when recommended in student IEPs through funding from regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding.</p> <p>300.551 Continuum of alternative placements</p> <p>(a) Ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.</p> <p>(b) The continuum required in paragraph (a) of this section must –</p> <p>(1) Include the alternative placements listed in the definition of special education under 300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and</p> <p>(2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.</p> <p>89.63 Instructional Arrangements and Settings</p> <p>(a) Be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations (CFR), 300.550-300.554.</p> <p>(b) Subject to 89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.</p> <p>(c) Instructional arrangements/settings shall be based on the individual needs and individualized education program (IEP) of eligible students receiving special education services and shall include the following:</p> <p>(1) Mainstream. This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect, and/or support services to the student and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team-teaching, co-teaching, interpreter, education aides, curricular or instructional</p>
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modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.

(2) Homebound. This instructional setting arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.

(A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local district policy, also be provided to *chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States.* The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

(B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, ?29.014.

(3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the school district. *If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class.*

(4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. *When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.*

(5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.

(6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or

more of the regular school day on a regular school campus.

(7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, including students at South Texas Independent School District and Windham Independent School District:

(A) a student who is one of a group of students from more than one school district served in a single location when a free appropriate public education is not available in the respective sending district;

(B) a student whose instruction is provided by school district personnel in a facility (other than a nonpublic day school) not operated by a school district; or

(C) a student in a self-contained program at a separate campus operated by the school district that provides only special education and related services.

(8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.

(9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the school district's career and technology classes have been considered and determined inappropriate for the student.

(10) Residential care and treatment facility (not school district resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school district providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school district campus. If the instruction is provided at the facility, rather than on a school district campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the district in the same way as all other students receiving special education.

(11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school district campus, the student is considered to be served in the residential care and treatment facility arrangement/setting.

	<p>Crosstimbers Academy will maintain the capacity to provide a full continuum of placement options through funding from regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding.</p>
<p>How staff will provide FAPE for expelled students</p>	<p>While Crosstimbers anticipates needing the settings described above for the majority of its special education students, the school will maintain the capacity to provide all of the following placement options if and when recommended in students' IEPs.</p> <p>If a change of placement based on the student's behavior, including expulsion, is being considered, the ARD committee will determine the relationship between the student's disability and the misconduct by conducting a manifestation determination review. If the ARDC decides the behavior was not a manifestation of the disability, the student can be disciplined in the same manner as nondisabled students, including expulsion. However, beginning on the eleventh day of removal, the school will provide the student with services to the extent necessary to allow appropriate progress in the general curriculum and advancement toward achieving the IEP goals. These services may be provided at the student's home, at Crosstimbers at alternate times, or at a neutral site by the school's special education teacher or contracted certified special education teacher.</p>
<p>e. Initial placement of transfer students</p>	<p>For a student who is new to a school district:</p> <p>(1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the district determines that the current IEP is appropriate and can be implemented as written; or</p> <p>(2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:</p> <p>(A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or</p> <p>(B) the ARD committee may determine that valid evaluation data and other information from the previous school district are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district or the collection of new evaluation data by the current school district. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current</p>

	<p>information.</p> <p>(3) In accordance with TEC, 25.002, the school district in which the student was previously enrolled shall furnish the new school district with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., 1232g, does not require the student's current and previous school districts to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, 99.31(a)(2) and 99.34.</p>
<p>h. How school will provide ESY services</p>	<p>300.309. Extended School Year Services</p> <p>a. General:</p> <ol style="list-style-type: none"> 1. Crosstimbers shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section. 2. Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with 300.340-300.350, that the services are necessary for the provision of FAPE to the child. 3. In implementing the requirements of this section, Crosstimbers may not- <ol style="list-style-type: none"> (i) Limit extended school year services to particular categories of disability; or (ii) Unilaterally limit the type, amount, or duration of those services. <p>b. Definition. As used in this section, the term extended school year services means special education and related services that-</p> <ol style="list-style-type: none"> 1. Are provided to a child with a disability- <ol style="list-style-type: none"> (i) Beyond the normal school year of Crosstimbers Academy (ii) In accordance with the child's IEP; and (iii) At no cost to the parents of the child; and 2. Meet the standards of the Texas Education Agency. <p>89.1065. Extended School Year Services</p> <p>Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible student with disabilities.</p> <ol style="list-style-type: none"> 1. The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), 300.309, and the provisions of this section. In determining the need for and in providing ESY services, Crosstimbers may not: <ol style="list-style-type: none"> (A) Limit ESY services to particular categories of disability; or (B) Unilaterally limit the type, amount, or duration of ESY services. 2. The need for ESY services must be documented from formal and/or informal evaluations provided by Crosstimbers or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may

be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.

3. The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
4. A skill is critical when the loss of that skills results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by non-educational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
5. If Crosstimbers does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, 300.344.
6. IF a student for whom ESY services were considered and rejected loses critical skills because of the decision to not provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
7. For students enrolling in Crosstimbers during the school year, information obtained from the prior school district; as well as information collected during the current year, may be used to determine the need for ESY services.
8. The provision of ESY services is limited to the education needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are limit to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under auspices of other agencies.
9. Crosstimbers is not eligible for reimbursement for ESY services provided for student for reasons other than those set forth in this section.

i. How school will meet the needs of students meeting criteria for dyslexia.

Dyslexia Program

Crosstimbers Academy will establish written procedures for recommending and assessing students for dyslexia within general education. The procedures will begin for students when they continue to struggle with one or more components of reading.

At any time that a student continues to struggle with one or more components of reading, Crosstimbers Academy will collect additional information about the student and will use this information to evaluate the student's academic progress and determine what actions are needed to ensure the student's improved academic performance. Information to be considered will include the results from some or all of the following:

- Vision screening (school may conduct screening);
- Hearing screening (school may conduct screening);
- Teacher reports of classroom concerns;
- Basal reading series assessment;
- Accommodations and modifications provided by classroom teachers;
- Academic progress reports (report cards);
- Samples of school work;
- Parent conferences;
- Testing for limited English proficiency;
- Speech and language screening through a referral process;
- The K-2 reading instrument as described in TEC 28.006; and/or
- State student assessment program as described in TEC 39.022.

The school will recommend assessment for dyslexia if the student demonstrates the following:

- Poor Performance in one or more areas of reading and/or the related areas of writing and spelling that is unexpected for the student's age/grade and;
- Some or all of the characteristics of dyslexia.

When Crosstimbers recommends that a student be assessed for dyslexia, the district will proceed using the following procedures:

- Notify parents or guardians of proposal to assess student for dyslexia (504);
- Inform parents or guardians of their rights under 504;
- Obtain parent permission to assess the student for dyslexia; and
- Administer measures only by individuals/professionals who are trained in assessments.

Crosstimbers Academy will administer measures that are related to the student's educational needs. Depending upon the student's age and stage of reading development, the following are the areas related to reading that will be assessed:

- Reading single words in isolation;
- Word decoding (real and non-words);
- Phonological awareness;
- Letter knowledge (name and associated sound);
- Rapid naming;
- Fluency / rate and accuracy;
- Reading comprehension; and/or
- Spelling.

Based on the student's academic difficulties and characteristics, additional areas may be assessed, including vocabulary, written expression, handwriting, and mathematics. For non-English speakers who struggle to read in their native language, similar measures in the student's native language will be used as appropriate.

After assessment, a team or committee of knowledgeable persons will determine if the student has dyslexia. The team must be knowledgeable about:

- The student being assessed;
- The reading process;
- Dyslexia and related disorders;
- Dyslexia instruction;
- District or charter school, state, and federal guidelines for assessment;
- The meaning of the collected data.

The committee of knowledgeable persons will determine the identification of dyslexia after reviewing all accumulated data including the following areas:

- The observations of the teacher, district or charter school staff, and/or parent;
- Data gathered from the classroom (including student work and the results of the classroom measures) and information found in the student's cumulative folder (including the developmental and academic history of the student);
- The results of administered assessments; and
- All other accumulated data regarding the development of the student's learning and his/her educational needs.

The student's reading difficulties and characteristics of dyslexia will be reflected or supported by low performance for the student's age and educational level in some or all of the following areas:

- Reading single words in isolation;
- Word decoding (real and non-words);

- Phonological awareness;
- Letter knowledge (name and associated sound);
- Rapid naming;
- Fluency / rate and accuracy;
- Reading comprehension; and/or
- Spelling.

The committee of knowledgeable persons must also incorporate the following guidelines:

- The student's unexpected lack of appropriate academic progress;
- The student's exhibiting characteristics associated with dyslexia;
- The student's having adequate intelligence, the ability to learn;
- The student's receiving conventional instruction; and
- The student's lack of progress not being due to sociocultural factors such as language differences, irregular attendance, and lack of experiential background.

Based on the above information and guidelines, the committee of knowledgeable persons will determine whether the student has dyslexia. If the student has dyslexia, the committee of knowledgeable persons also will determine whether the student has a disability under the Rehabilitation Act of 1973, Section 504.

Once it has been determined that a student has dyslexia, the charter school shall provide an appropriate instructional program for the student. The following procedures will be followed:

- Instructional decisions for a student with dyslexia will be made by a team that is knowledgeable about the student, the meaning of the evaluation information, and instructional components and approaches for students with dyslexia.
- The charter school will purchase or develop a reading program for students with dyslexia and related disorders characterized by the phonemic awareness, graphophonemic knowledge, language structure, linguistic patterns, and processes and include explicit, individualized, and multi-sensory instruction. Crosstimbers Academy anticipates using the following program(s) as a part of its dyslexia instruction: Dyslexia Intervention Program.
- The charter school will provide each identified student access at his/her campus to the services of a teacher trained in dyslexia, related disorders, and instructional strategies that utilize individualized, intensive, multi-sensory, phonetic methods and a variety of writing and spelling.
- The instructional program will be offered in a small class setting and include reading, writing, and spelling as appropriate.

At any time during the assessment for dyslexia, identification process, or instruction related to dyslexia, students may be referred for evaluation, for special education. In case where students display additional factors/areas complicating their dyslexia and requiring more support than what is available through dyslexia instruction, or where students with severe dyslexia or related disorders are unable to make adequate academic progress within any of the programs

	described in the procedures relating to dyslexia, a referral to special education for evaluation and possible identification as disabled within the meaning of the Individuals with Disabilities Education Act will be made.
j. How school will meet the needs of students meeting the criteria for Section 504 services	<p style="text-align: center;">Section 504 for Crosstimbers Academy</p> <p>Crosstimbers Academy will provide a free appropriate education to school-age children within the school's jurisdiction who qualify under Section 504 of the Rehabilitation Act of 1973. A qualifying student is one who has a physical or mental impairment that substantially limits a major life activity and who has been found by the 504 committee to require accommodations or specially-designed instruction in order to meet the student's needs as adequately as those of non-disabled students. Through Section 504 accommodation plans, Crosstimbers Academy will ensure that students with disabilities have an equal opportunity to participate in all programs or activities of the school.</p> <p>Before a student receives services through Section 504, the parents will be notified, parental consent will be obtained, and the student will be evaluated using valid methods and trained personnel. Evaluation data may include standardized tests, but will also include information from a variety of sources (e.g. teacher observations, report cards/progress reports, health records, disciplinary referrals, parent information, and information from physicians or other outside professionals.) A 504 student will be re-evaluated at least every three years or before any significant change in placement.</p> <p>Placement decisions will be made by a 504 committee, which is defined as a group of persons knowledgeable about the student, the evaluation data, and placement options. Crosstimbers Academy's 504 committee will consist of at least the student's teacher, the school administrator or counselor, and the student's parent, when possible. Other member may participate, as appropriate. After the 504 committee reviews evaluation data, the student will be placed in the least restrictive environment appropriate. For more 504 students, placement will be the general education classroom with appropriate accommodations. To remove a student from the regular educational environment, the school must demonstrate that education of the student in general education with the use of supplementary services and accommodations cannot be achieved satisfactorily.</p> <p>The 504 committee will develop a 504 accommodations plan, a written document that includes the type of disability, the major life activity affected by the disability, and thee specific accommodations/services to be provided. The 504 plan will be reviewed at least annually by the 504 committee and updated as appropriate. Services outlined in the 504 plan will be implemented by school personnel designated in the plan. The schools Section 504 coordinator will ensure that appropriate school personnel are notified of their responsibilities and provide training, if necessary.</p> <p>Crosstimbers Academy will implement Child Find for Section 504 to annually identify and locate Section 504 qualified students within their jurisdiction who are not receiving an appropriate education. Additionally, the school will annually notify students and their parents of the school's responsibilities under Section 504 through a statement in the student handbook and other sources of information.</p>

Crosstimbers Academy Contingencies

EIN 75-2855334

ESC XI

Crosstimbers Academy will maintain the capacity to provide all services identified through ARD or IEP through regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding. These programs will be under the direct supervision of the campus principal and ultimately the chief education officer.

MS. AERCE, MS. PERRY: FRIENDLY REMINDER:
CONCERN

CROSSTIMBERS ACADEMY - INCORRECT COUNTY - DISTRICT #

MAJOR CONCERNS - * TEASE ID'S - DO WE NEED TO
RESUBMIT OR CAN THAT BE DONE ENTIRELY BY YOU?

TEASE ID
HOLDERS

{ MIKE THAMES
KANDY MAYFIELD
ELIZABETH ROOK
DEBORAH BRADLEY

* ^{START-UP} GRANT APPLICATION - RESUBMIT OR YOU
CORRECT?

PLEASE CONTACT ELIZABETH ROOK (817-861-9566) TO
COMMUNICATE STATUS AND WHAT WE (CROSSTIMBERS)
NEED TO DO.

THANK YOU,

Mike Thames, CEO

BRAZOS RIVER CHARTER

CROSSTIMBERS ACADEMY

PS. COULD THIS SITUATION IMPACT:

VENDOR DIRECT DEPOSIT?

~~FIS #~~

(ACTIVE/PLANE)
HEALTH INSURANCE?

BANIL AUTHORIZATION?

TEX. WORKFORCE COMM.?

**CROSTIMBERS ACADEMY
FINANCIAL ISSUES IDENTIFIED**

Human Resources Information

Question 1

Brazos River School anticipates a first year enrollment of 150 students at Crosstimbers Academy. As indicated on page 12 of the charter application, Crosstimbers will offer two 4-hour instructional sessions each day with approximately 75 students during each session. This will allow seven teachers and four instructional aides to work with 75 students during each session. The result is a student teacher ratio of approximately 10:1 or less. The teachers and aides will teach both four hour sessions. Therefore, the amount budgeted for salaries will be sufficient to maintain the student teacher ratio identified in the application.

Please refer to the following pages which include the start-up budget and the first year budget with written statements indicating expenditures and revenues.

Start-Up Budget w/Detail		
Revenues: \$100,000 start-up funding from the public charter school grant; \$30,000 generated through local fundraising and donations for a total of: \$130,000		
Expenditures:		
Instruction – Supplies and Materials		
Description	Quantity	Total
Desktop Computers	40 @ \$750	\$30,000
Teacher Desks	9 X \$250	\$2250
Student Chairs	80 qty X \$50	\$4000
Student Desks	80 qty X \$50	\$4000
Misc. Office / Teaching Supplies		\$5000
Total		\$45250
Travel / Subsistence for Employees		\$1650
Total instruction		\$46,900
Staff Development		
Instructional Staff Development 30 staff @ \$50 each training		\$1500
Travel / Subsistence Employee		\$300
C/T Staff Development 10 staff X \$50 each training		\$500
Travel / Subsistence Employee		\$200
S.E Staff Development 10 staff @ \$75		\$750
Travel / Subsistence Employee		\$300
Total staff development		\$3550
School Leadership		
Principal 3 months X \$ 5000		\$15,000
Benefits		\$218
Benefits		\$993
Benefits		\$61
Staff Development 2 sessions X \$50		\$100
Travel and subsistence		\$50
Total school leadership		\$16,422
General Administration		
8 months @ \$3416.75/month for CEO		\$27,334
3 months @ \$2000.00 for PEIMS/Administrative Assistant		\$6,000
Benefits for both positions		\$4076
Travel and Subsistence		\$500
Annual Audit		\$5000
Copier lease 1 month @ \$400		\$400
Insurance & Bonding		\$1300
Depreciation Expense on computers & fixtures		\$2168
Total		\$46,778
Plant Maintenance and Operations		
Utilities (3 months @ \$750/month=\$2250; deposits \$250)		\$2500
Rentals/Operating Leases (3 months @ \$3334 = \$10,000)		\$10,000
Total		\$12,500
Total estimated expenses		\$126,150
Profit / Loss		\$3850

First Year Budget w/Detail

Revenues:

09-01-06 through 08-31-07

Food Service Activity (breakfast program) \$600

Enterprising Services (vending) \$15,000

Technology Allotment \$3000

Breakfast Program Reimbursement \$300

Foundation School Program \$725,000

FSP funding is based on 150 students with 90% attendance = 135 students per Average Daily Attendance @ \$4,000 per student = \$540,000. 95% participation of 150 students in Career and Technology weighted classes is approximately \$100,000. 22% of the student population identified as special education students (mainstream) is approximately \$60,000. Roughly 5% of the student population receiving Pregnancy Related Services is approximately \$5000. Compensatory Education Allotment @ 52% economically disadvantage is approximately \$20,000. This brings the FSP total to \$725,000.

Title funding, IDEA-B, Carl Perkins, Small Rural Achievement based on approximately 52% economically disadvantaged students and 75% at-risk brings this total to \$55,000.

Total of \$798,900.00

Expenditures:

Food Service B-FAST PROGRAM	\$300
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Instruction:

Substitute Salaries (14 days X \$75 a day)	\$1050
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4 teachers @ \$40,000 for 199 days	\$160,000
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2 aides @ \$15,000 for 199 days	\$30,000
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Benefits	\$31,444
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SUPPLIES, TRAVEL, OPERATING COST	\$ 875
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TOTAL	\$223,369
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C/T Instruction

Substitute Salaries (2 Days X \$75)	\$150
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1 teacher @ 199 days	\$30,000
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1 aide @ 199 days	\$15,000
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Benefits	\$10,127
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General Supplies	\$500
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Travel/Subsistence Employees	\$150
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Misc. Operating Costs	\$100
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Total C/T Instruction	\$56,277
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Special Education Instruction

Substitute Salaries (2 Days X \$75)	\$150
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1 teacher @ 199 days	\$40,000
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1 aide @ 199 days	\$15,000
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Benefits	\$10,312
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General Supplies	\$500
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Travel/Subsistence Employees	\$150
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Misc. Operating Costs	\$100
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Total SE Instruction	\$66,212
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State Compensatory Education Instruction

Substitute Salaries (2 Days X \$75)	\$150
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1 teacher @ 199 days	\$40,000
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Benefits	\$5393
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General Supplies	\$200
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Travel/Subsistence Employees	\$150
Misc. Operating Costs	\$50
Total C/T Instruction	\$45,943
Total Instruction	\$391,801
Staff Development	
Instructional SD 10 sessions X \$50	\$500
Travel Expenses	\$150
C/T Staff Development 2 sessions X \$50	\$100
Travel Expenses	\$25
S/E Staff Development 5 sessions @ \$50	\$250
Travel Expenses	\$500
Total Staff Development	\$1525
School Leadership	
1 principal @ 230 days	\$60,000
Benefits	\$5752
Staff Development 5 sessions @ \$50	\$250
General Supplies	\$50
Travel Expenses	\$150
Misc. Operating Expenses	\$50
Total School Leadership	\$66,252
Guidance, Counseling, and Evaluation Services	
1 counselor @ 199 days	\$45,000
Benefits	\$5475
Contracted Diagnostician	\$7100
7 sessions of staff development @ \$50	\$350
General Supplies	\$50
Travel Expenses	\$200
Misc. Operating Expenses	\$100
Total Guidance, Counseling, and Evaluation Services	\$58,275
Student Transportation	
Fuel - FIELD TRIPS	\$150
Insurance/Bonding	\$1000
Misc. Operating Expenses	\$50
Total Student Transportation	\$1200
General Administration	
1 CEO @ 230 days	\$60,000
Benefits	\$5752
6 Staff Development Sessions @ \$50	\$300
Travel Expenses	\$1400
Annual Audit	\$5500
Copiers 2 @ \$200 per month	\$4800
Office/Support Supplies	\$2500
Board Insurance	\$3000
Depreciation on computers/fixtures	\$25,000
Misc. Operating Costs	\$300
Total General Administration	\$108,552

Plant Maintenance and Operations	
Misc. Repair	\$500
Utilities (water and electricity) 12 months X 1153 per month	\$13,596
Rentals / Building Lease @ 3300 per month	\$39,600
Water/Septic if needed	\$12,000
Supplies	\$2000
Misc. Operating Costs	\$100
Total Plant Maintenance and Operations	\$67,796
Data Processing Services	
1 PEIMS @ \$25,000; 1 Bookkeeper @ \$25,000, 1 secretary @ \$15,000	\$65,000
Benefits	\$7180
Winschool Contract (data processing software)	\$4900
5 sessions of staff development @ \$50	\$250
General Supplies	\$325
Travel Expenses	\$475
Misc. Operating Costs	\$50
Total Data Processing Services	\$78,180
Campus Activity	
Items for Sale (plants/decorations for fundraising)	\$9000
Total Estimated Expenses	\$782,881
Profit/Loss	\$16,019

Business Plan	
Question 2	11 b. should read "Current assets of the sponsoring entity is \$228,473.79 and \$67,298.53 in current liabilities."
Question 3	Estimated enrollment in year 1 of Crosstimbers Academy is 150 students, with a slow and controlled estimated growth to 180 students in year 2 and 200 students by year 3. This slow growth will help ensure quality education for students in small class settings.
Question 4	As of this date, 12/12/05, no facility has been identified and all information requested will be forwarded upon identification.

SPECIAL EDUCATION ISSUES IDENTIFIED

Special Needs Students	
10.	Special Needs Students and Programs
a) Projected special ed enrollment	(page 58 of charter) Statistics indicate that the percentage of students that will require special education and related services at Crosstimbers Academy will be between 20-25% of the overall student population. While this percentage is significantly above the state average, the nature of Crosstimbers' program attracts students who are at-risk, many of whom are identified as learning disabled, emotional disturbed, or with other disabilities. Most of the special education students served by Crosstimbers will transfer into the school already identified as having one or more disabilities. Crosstimbers expects very few referrals in-house and will monitor transfer students closely to determine whether continued eligibility is appropriate.
b) How staff will conduct Child Find	<p>(page 58-59 of charter) Insert the following after the 3rd Child Find paragraph ending "<i>residing within their jurisdiction</i>"</p> <p>Crosstimbers Academy will ensure that all children with disabilities, ages birth through 21 years, who are in need of special education services and who live within the Crosstimbers jurisdiction, will be identified, located, and evaluated. Crosstimbers will participate in a networking system with outside agencies, communities, Education Service Center Region XI, and other facilities providing services to students with disabilities.</p> <p>Crosstimbers will implement the following activities:</p> <ul style="list-style-type: none"> • Child Find posters displayed in schools; • Child Find pamphlets distributed during enrollment process; • Child Find pamphlets distributed to communities and outside agencies; • Child Find notification in local press; • Staff Development regarding Child Find obligations for all employees on an annual basis; • Refer children ages 0-3 to the appropriate local Early Childhood Intervention (ECI) program for evaluation; • Refer students ages 3 through grade 8 to the ISD within which they reside; • Review all records of students enrolled to determine which students have received special education services in their previous educational setting; • Implement Student Support Team to develop interventions for students with academic or behavioral difficulties and to refer students for special education evaluation when other interventions are not successful. <p>Omit the final paragraph in this section "<i>In accordance with the rules...</i>", just prior to the Confidentiality portion at the top of page 59.</p>

<p>d) Ensuring a full continuum of placement options</p>	<p>(page 63 of charter) ... While Crosstimbers anticipates needing the settings described above for the majority of its special education students, the school will maintain the capacity to provide all of the following placement options if and when recommended in student IEPs through funding from regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding.</p> <p>300.551 Continuum of alternative placements</p> <p>(a) Ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.</p> <p>(b) The continuum required in paragraph (a) of this section must –</p> <p>(1) Include the alternative placements listed in the definition of special education under 300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and</p> <p>(2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.</p> <p>89.63 Instructional Arrangements and Settings</p> <p>(a) Be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations (CFR), 300.550-300.554.</p> <p>(b) Subject to 89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.</p> <p>(c) Instructional arrangements/settings shall be based on the individual needs and individualized education program (IEP) of eligible students receiving special education services and shall include the following:</p> <p>(1) Mainstream. This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel must be involved in the implementation of the student's IEP through the provision of direct, indirect, and/or support services to the student and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team-teaching, co-teaching, interpreter, education aides, curricular or instructional</p>
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modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.

(2) Homebound. This instructional setting arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.

(A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local district policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

(B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, §29.014.

(3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the school district. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class.

(4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.

(5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.

(6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or

more of the regular school day on a regular school campus.

(7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, including students at South Texas Independent School District and Windham Independent School District:

(A) a student who is one of a group of students from more than one school district served in a single location when a free appropriate public education is not available in the respective sending district;

(B) a student whose instruction is provided by school district personnel in a facility (other than a nonpublic day school) not operated by a school district; or

(C) a student in a self-contained program at a separate campus operated by the school district that provides only special education and related services.

(8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.

(9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the school district's career and technology classes have been considered and determined inappropriate for the student.

(10) Residential care and treatment facility (not school district resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school district providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school district campus. If the instruction is provided at the facility, rather than on a school district campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the district in the same way as all other students receiving special education.

(11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school district campus, the student is considered to be served in the residential care and treatment facility arrangement/setting.

	<p>Crosstimbers Academy will maintain the capacity to provide a full continuum of placement options through funding from regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding.</p>
<p>How staff will provide FAPE for expelled students</p>	<p>While Crosstimbers anticipates needing the settings described above for the majority of its special education students, the school will maintain the capacity to provide all of the following placement options if and when recommended in students' IEPs.</p> <p>If a change of placement based on the student's behavior, including expulsion, is being considered, the ARD committee will determine the relationship between the student's disability and the misconduct by conducting a manifestation determination review. If the ARDC decides the behavior was not a manifestation of the disability, the student can be disciplined in the same manner as nondisabled students, including expulsion. However, beginning on the eleventh day of removal, the school will provide the student with services to the extent necessary to allow appropriate progress in the general curriculum and advancement toward achieving the IEP goals. These services may be provided at the student's home, at Crosstimbers at alternate times, or at a neutral site by the school's special education teacher or contracted certified special education teacher.</p>
<p>e. Initial placement of transfer students</p>	<p>For a student who is new to a school district:</p> <p>(1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the district determines that the current IEP is appropriate and can be implemented as written; or</p> <p>(2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:</p> <p>(A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or</p> <p>(B) the ARD committee may determine that valid evaluation data and other information from the previous school district are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district or the collection of new evaluation data by the current school district. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current</p>

	<p>information.</p> <p>(3) In accordance with TEC, 25.002, the school district in which the student was previously enrolled shall furnish the new school district with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., 1232g, does not require the student's current and previous school districts to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, 99.31(a)(2) and 99.34.</p>
<p>h. How school will provide ESY services</p>	<p>300.309. Extended School Year Services</p> <p>a. General:</p> <ol style="list-style-type: none"> 1. Crosstimbers shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section. 2. Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with 300.340-300.350, that the services are necessary for the provision of FAPE to the child. 3. In implementing the requirements of this section, Crosstimbers may not- <ol style="list-style-type: none"> (i) Limit extended school year services to particular categories of disability; or (ii) Unilaterally limit the type, amount, or duration of those services. <p>b. Definition. As used in this section, the term extended school year services means special education and related services that-</p> <ol style="list-style-type: none"> 1. Are provided to a child with a disability- <ol style="list-style-type: none"> (i) Beyond the normal school year of Crosstimbers Academy (ii) In accordance with the child's IEP; and (iii) At no cost to the parents of the child; and 2. Meet the standards of the Texas Education Agency. <p>89.1065. Extended School Year Services</p> <p>Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible student with disabilities.</p> <ol style="list-style-type: none"> 1. The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), 300.309, and the provisions of this section. In determining the need for and in providing ESY services, Crosstimbers may not: <ol style="list-style-type: none"> (A) Limit ESY services to particular categories of disability; or (B) Unilaterally limit the type, amount, or duration of ESY services. 2. The need for ESY services must be documented from formal and/or informal evaluations provided by Crosstimbers or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may

- be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
3. The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
 4. A skill is critical when the loss of that skills results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by non-educational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
 5. If Crosstimbers does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, 300.344.
 6. IF a student for whom ESY services were considered and rejected loses critical skills because of the decision to not provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
 7. For students enrolling in Crosstimbers during the school year, information obtained from the prior school district; as well as information collected during the current year, may be used to determine the need for ESY services.
 8. The provision of ESY services is limited to the education needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are limit to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under auspices of other agencies.
 9. Crosstimbers is not eligible for reimbursement for ESY services provided for student for reasons other than those set forth in this section.

Dyslexia Program

i. How school will meet the needs of students meeting criteria for dyslexia.

Crosstimbers Academy will establish written procedures for recommending and assessing students for dyslexia within general education. The procedures will begin for students when they continue to struggle with one or more components of reading.

At any time that a student continues to struggle with one or more components of reading, Crosstimbers Academy will collect additional information about the student and will use this information to evaluate the student's academic progress and determine what actions are needed to ensure the student's improved academic performance. Information to be considered will include the results from some or all of the following:

- Vision screening (school may conduct screening);
- Hearing screening (school may conduct screening);
- Teacher reports of classroom concerns;
- Basal reading series assessment;
- Accommodations and modifications provided by classroom teachers;
- Academic progress reports (report cards);
- Samples of school work;
- Parent conferences;
- Testing for limited English proficiency;
- Speech and language screening through a referral process;
- The K-2 reading instrument as described in TEC 28.006; and/or
- State student assessment program as described in TEC 39.022.

The school will recommend assessment for dyslexia if the student demonstrates the following:

- Poor Performance in one or more areas of reading and/or the related areas of writing and spelling that is unexpected for the student's age/grade and;
- Some or all of the characteristics of dyslexia.

When Crosstimbers recommends that a student be assessed for dyslexia, the district will proceed using the following procedures:

- Notify parents or guardians of proposal to assess student for dyslexia (504);
- Inform parents or guardians of their rights under 504;
- Obtain parent permission to assess the student for dyslexia; and
- Administer measures only by individuals/professionals who are trained in assessments.

Crosstimbers Academy will administer measures that are related to the student's educational needs. Depending upon the student's age and stage of reading development, the following are the areas related to reading that will be assessed:

- Reading single words in isolation;
- Word decoding (real and non-words);
- Phonological awareness;
- Letter knowledge (name and associated sound);
- Rapid naming;
- Fluency / rate and accuracy;
- Reading comprehension; and/or
- Spelling.

Based on the student's academic difficulties and characteristics, additional areas may be assessed, including vocabulary, written expression, handwriting, and mathematics. For non-English speakers who struggle to read in their native language, similar measures in the student's native language will be used as appropriate.

After assessment, a team or committee of knowledgeable persons will determine if the student has dyslexia. The team must be knowledgeable about:

- The student being assessed;
- The reading process;
- Dyslexia and related disorders;
- Dyslexia instruction;
- District or charter school, state, and federal guidelines for assessment;
- The meaning of the collected data.

The committee of knowledgeable persons will determine the identification of dyslexia after reviewing all accumulated data including the following areas:

- The observations of the teacher, district or charter school staff, and/or parent;
- Data gathered from the classroom (including student work and the results of the classroom measures) and information found in the student's cumulative folder (including the developmental and academic history of the student);
- The results of administered assessments; and
- All other accumulated data regarding the development of the student's learning and his/her educational needs.

The student's reading difficulties and characteristics of dyslexia will be reflected or supported by low performance for the student's age and educational level in some or all of the following areas:

- Reading single words in isolation;
- Word decoding (real and non-words);

- Phonological awareness;
- Letter knowledge (name and associated sound);
- Rapid naming;
- Fluency / rate and accuracy;
- Reading comprehension; and/or
- Spelling.

The committee of knowledgeable persons must also incorporate the following guidelines:

- The student's unexpected lack of appropriate academic progress;
- The student's exhibiting characteristics associated with dyslexia;
- The student's having adequate intelligence, the ability to learn;
- The student's receiving conventional instruction; and
- The student's lack of progress not being due to sociocultural factors such as language differences, irregular attendance, and lack of experiential background.

Based on the above information and guidelines, the committee of knowledgeable persons will determine whether the student has dyslexia. If the student has dyslexia, the committee of knowledgeable persons also will determine whether the student has a disability under the Rehabilitation Act of 1973, Section 504.

Once it has been determined that a student has dyslexia, the charter school shall provide an appropriate instructional program for the student. The following procedures will be followed:

- Instructional decisions for a student with dyslexia will be made by a team that is knowledgeable about the student, the meaning of the evaluation information, and instructional components and approaches for students with dyslexia.
- The charter school will purchase or develop a reading program for students with dyslexia and related disorders characterized by the phonemic awareness, graphophonemic knowledge, language structure, linguistic patterns, and processes and include explicit, individualized, and multi-sensory instruction. Crosstimbers Academy anticipates using the following program(s) as a part of its dyslexia instruction: Dyslexia Intervention Program.
- The charter school will provide each identified student access at his/her campus to the services of a teacher trained in dyslexia, related disorders, and instructional strategies that utilize individualized, intensive, multi-sensory, phonetic methods and a variety of writing and spelling.
- The instructional program will be offered in a small class setting and include reading, writing, and spelling as appropriate.

At any time during the assessment for dyslexia, identification process, or instruction related to dyslexia, students may be referred for evaluation, for special education. In case where students display additional factors/areas complicating their dyslexia and requiring more support than what is available through dyslexia instruction, or where students with severe dyslexia or related disorders are unable to make adequate academic progress within any of the programs

	<p>described in the procedures relating to dyslexia, a referral to special education for evaluation and possible identification as disabled within the meaning of the Individuals with Disabilities Education Act will be made.</p>
<p>j. How school will meet the needs of students meeting the criteria for Section 504 services</p>	<p style="text-align: center;">Section 504 for Crosstimbers Academy</p> <p>Crosstimbers Academy will provide a free appropriate education to school-age children within the school's jurisdiction who qualify under Section 504 of the Rehabilitation Act of 1973. A qualifying student is one who has a physical or mental impairment that substantially limits a major life activity and who has been found by the 504 committee to require accommodations or specially-designed instruction in order to meet the student's needs as adequately as those of non-disabled students. Through Section 504 accommodation plans, Crosstimbers Academy will ensure that students with disabilities have an equal opportunity to participate in all programs or activities of the school.</p> <p>Before a student receives services through Section 504, the parents will be notified, parental consent will be obtained, and the student will be evaluated using valid methods and trained personnel. Evaluation data may include standardized tests, but will also include information from a variety of sources (e.g. teacher observations, report cards/progress reports, health records, disciplinary referrals, parent information, and information from physicians or other outside professionals.) A 504 student will be re-evaluated at least every three years or before any significant change in placement.</p> <p>Placement decisions will be made by a 504 committee, which is defined as a group of persons knowledgeable about the student, the evaluation data, and placement options. Crosstimbers Academy's 504 committee will consist of at least the student's teacher, the school administrator or counselor, and the student's parent, when possible. Other member may participate, as appropriate. After the 504 committee reviews evaluation data, the student will be placed in the least restrictive environment appropriate. For more 504 students, placement will be the general education classroom with appropriate accommodations. To remove a student from the regular educational environment, the school must demonstrate that education of the student in general education with the use of supplementary services and accommodations cannot be achieved satisfactorily.</p> <p>The 504 committee will develop a 504 accommodations plan, a written document that includes the type of disability, the major life activity affected by the disability, and thee specific accommodations/services to be provided. The 504 plan will be reviewed at least annually by the 504 committee and updated as appropriate. Services outlined in the 504 plan will be implemented by school personnel designated in the plan. The schools Section 504 coordinator will ensure that appropriate school personnel are notified of their responsibilities and provide training, if necessary.</p> <p>Crosstimbers Academy will implement Child Find for Section 504 to annually identify and locate Section 504 qualified students within their jurisdiction who are not receiving an appropriate education. Additionally, the school will annually notify students and their parents of the school's responsibilities under Section 504 through a statement in the student handbook and other sources of information.</p>

Crosstimbers Academy will maintain the capacity to provide all services identified through ARD or IEP through regular program ADA, special education funding, title funds, IDEA-B funds and career and technology funding. These programs will be under the direct supervision of the campus principal and ultimately the chief education officer.

CROSSTIMBERS ACADEMY

CONFIDENTIAL

FAX:

TO: Margaret Baker	FROM: Brazos River Charter School Elizabeth Rook
FAX #: 512-475-3662	PAGES: 5 (including coversheet)
Phone #:	Date: January 10, 2006
RE: Final Legal Contingencies	CC:
Comments: Ms. Baker, I am faxing you the corrections for the Legal Review of Crosstimbers Academy Enrollment Packet. These include: <ol style="list-style-type: none"> 1.) Deletion of "gender" on application form 2.) Addition of the statement underlined on the bottom of the application stating that the essay is to be completed after enrollment. 3.) Deletion of "student use fee" from enrollment packet 4.) Deletion of "consent for biological testing" from enrollment packet 5.) Addition of statement on the top of the page 10 essay form stating that the essay is to be completed after enrollment. 	

 Urgent For Review Please Comment Please Reply

APPROVED DURING CONTINGENCY PROCESS

CROSTIMBERS ACADEMY
2006-2007 STUDENT ADMISSION APPLICATION

Student Information:

_____ / ____ / ____
 Last Name First Name MI Date of Birth

_____ . _____
 Social Security Number (or State ID#) Last Grade Completed Resident District

_____ . _____ . _____ . _____
 Home Address City Zip Code Home Phone

Preferred Session: A.M. P.M. (circle one)

Parent/Guardian Information:

Father's Name _____ **Place of Employment:** _____
 Work Phone: _____
Father's Address: (street address) _____ **(city)** _____ **(zip)** _____
 Home Phone Number: _____ Cell Phone Number _____

Mother's Name _____ **Place of Employment:** _____
 Work Phone: _____
 Same As Student's Address Same As Father's Address
Mother's Address: (street address) _____ **(city)** _____ **(zip)** _____
 Home Phone Number: _____ Cell Phone Number _____

Notice of Non-Discrimination: Crosstimbers Academy will prohibit discrimination in admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend in accordance with this code, although the charter may provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37. TEC § 12.111(6).

Parent/Guardian Signature _____ **Today's Date** _____

APPROVED DURING CONTINGENCY PROCESS

2006-2007 Enrollment Packet Checklist

Name: _____

Grade: _____

SS#: _____ - _____ - _____

Home School District: _____

Enrollment Packet Includes:

_____	Packet Checklist (this form)	Pg 1
_____	Enrollment Packet	Pg 2
_____	Authorization for Emergency Care	Pg 2
_____	Release of Student Information	Pg 2
_____	Publicity / Photograph Release	Pg 3
_____	Field Trip Travel Release	Pg 3
_____	Release and Consent to Treatment	Pg 3
_____	Asbestos Notification	Pg 3
_____	Rights of Parents and Students (FERPA)	Pg 4
_____	Computer User's Responsibilities	Pg 5
_____	Compulsory Attendance Contract	Pg 6
_____	School-Parent Compact	Pg 7
_____	Consent to Request Confidential Information	Pg 8
_____	Home Language Survey	Pg 9
_____	Student Essay (NEW 9th-12th grade students only)	Pg 10
	One page essay entitled: "Student and Teacher Responsibilities in the Classroom"	

Student / Parent Responsibility:

- _____ Letter To Households/Breakfast Program Application (new or update)
- _____ Copy of Report Cards or Transcripts (must have most recent report card)
- _____ Copy of Birth Certificate
- _____ Copy of Immunization Records
- _____ Copy of Testing Records
- _____ Copy of Social Security Card
- _____ Signed Code of Conduct / Student Handbook Form

*The Enrollment Packet is to be completed **after** student is offered admission to Crosstimbers Academy.*

Crosstimbers Academy admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. Admission will not be based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

APPROVED DURING CONTINGENCY PROCESS

Crosstimbers Academy Enrollment Packet

Enrollment Date: _____ (for office use only)

Documentation received that invalidates the information given above may result in the student being discharged from CTA and the application invalidated.

Student Information:

Student's Last Name First Name MI Preferred Name / Nickname

Ethnicity: (Circle One) 1. Am. Indian 2. Asian or Pacific Islander 3. Black 4. Hispanic 5. White

Gender: (Circle One) Male Female

No / Yes Have you ever repeated a grade(s)? If so, which one(s) _____
No / Yes Have you ever been suspended from school or assigned to a reassignment school? _____
No / Yes Have you ever been in special education / resource classes?
No / Yes Have you ever been convicted of a crime? Explain _____

Authorization for Emergency Care / Emergency Information:

In case the services of a physician are required before either parent can be reached, you are hereby authorized to call the following physician. I also authorize clinic personnel to contact my child's physician when necessary for information concerning my child.

Doctor Office Address City Work Phone Ext.

In case student becomes seriously ill or injured and neither parent can be reached by phone, please notify one of the following people (Local Only):

Name Office Address City Work Phone Ext.

Name Office Address City Work Phone Ext.

The Glen Rose Fire Department provides emergency ambulance service. There is a fee charged only if the paramedics transport the child in the ambulance. I shall assume responsibility for the payment of such services.

Release of Student Information:

Under federal law you have a special RIGHT OF PRIVACY concerning student demographic information. Crosstimbers Academy cannot release the information that your child is enrolled and attending Crosstimbers Academy if you inform us of your objection to the release of that information to the public. Crosstimbers Academy will publish a student directory including the name of your child as being at Crosstimbers Academy, your address, phone number, grade and other directory information.

I do want information included in the directory
I do not want information included in the directory

Publicity/Photograph Release:

Throughout the school year, photographs or video tapes are often taken of Crosstimbers Academy children. These may be used in presentations, television, local newspapers and other publications.

In accordance with the RIGHT OF PRIVACY, you must give your permission for the use of your child's photograph in publications sponsored by the Crosstimbers Academy.

_____ I give permission for my child's photograph to be used in presentations and publications of the Crosstimbers Academy.

_____ I do not give permission for my child's photograph to be used in presentations and publications of Crosstimbers Academy.

FIELD TRIP TRAVEL RELEASE:

As the parent/guardian of _____, I hereby grant consent for him/her to participate in teacher and superintendent approved field trips. It is my understanding that the school will advise me by written or verbal notification of the nature, date, and time of each field trip or activity in sufficient time to enable me to communicate any withdrawal of consent for the specific trip or activity.

RELEASE AND CONSENT TO TREATMENT:

I hereby release the Crosstimbers Academy, its trustees, superintendent, employees, and servants from any and all liability, damages, or claims resulting from such student being allowed to travel and/or participate in school-approved field trips, and I agree to hold them harmless from any damages or claims which might arise from injuries out of any act or omission of the part of the District, other than negligence in the operation of a motor vehicle, or the use of excessive force in the administration of discipline, pursuant to Article 6252-19 of Texas Tort Claims Act, and Section 21.912 of the Texas Education Code, as a result of such trip or activity.

In the event that the above-named student should, for any reason, require any minor medical or surgical treatment and/or medication while participating in approved field trip activities, I authorize the staff to take my child to an emergency room of the nearest hospital, and I further authorize the hospital and its medical staff to administer treatment as deemed necessary by them for the well-being of said student. It is understood, however, that if hospitalization or treatment of a more serious nature is required, I will be contacted, if at all possible for permission.

I have read and understand the above and I freely give my consent and permission of all things contained herein.

NOTIFICATION OF ASBESTOS AT CROSSTIMBERS ACADEMY:

To the parents and students of CTA: The Texas Department of Health has recommended that CTA notify all parties involved that there is no asbestos on the CTA premises. If you have any questions or concerns, please contact the school at _____ (school phone).

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

LEGAL REVIEW & ISSUES IDENTIFIED

AREAS	Information and Issues Identified
Governance Structure	The bylaws will be amended to conform to the Texas Open Meetings Act requirements. (Attachment C)

AREAS	Information and Issues Identified
Admissions Policy	<ul style="list-style-type: none">• Application Period will be May 1-5th – August 1st annually, with an August 8th lottery.• See re-worked pages 56-57 as submitted for clarification on all legal issues identified. (Attachment D)• All admissions applications, enrollment forms, and promotional materials will be submitted during the contingency process. (Attachment E)• See revised bylaws, adopted at the 11/20/05 board meeting. (Attachment C)

The 3 required assurance documents are attachments F, G, and H.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1513
RECIPIENT ADDRESS 912548982297
DESTINATION ID
ST. TIME 01/03 15:07
TIME USE 02'34
PAGES SENT 4
RESULT OK

TEXAS EDUCATION AGENCY

Division of Legal Services
1701 North Congress Avenue, Suite 2-150
Austin, Texas 78701

Facsimile Transmission Sheet

Date: 1/3/06 Number of pages including cover sheet 4

To: Mike Thames
Supt.
Crosstimbers Acad.

From: Margaret E. Baker
Senior Counsel
Fax: (512) 475-3662
Tel.: (512) 463-9720

Fax: (254) 898-2297

Tel.: _____

Remarks: Revised Legal Review

Confidentiality Notice

This facsimile transmission and its accompanying documents may contain

TEXAS EDUCATION AGENCY

Division of Legal Services
1701 North Congress Avenue, Suite 2-150
Austin, Texas 78701

Facsimile Transmission Sheet

Date: 1/3/02 Number of pages including cover sheet 4

To: Mike Thames
Supt.
Crosstimbers Acad.

From: Margaret E. Baker
Senior Counsel
Fax: (512) 475-3662
Tel.: (512) 463-9720

Fax: (254) 898-2297

Tel.: _____

Remarks:

Revised Legal Review

Confidentiality Notice

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LEGAL REVIEW OF GENERATION 11 APPLICATION

(Revised 1/3/06)

Proposed Charter School: Crosstimbers Academy

Sponsoring Entity: Brazos River School

AREAS REVIEWED	Issues Identified	Comments	Comments 1/3/06
Governance Structure	If a charter is granted, a number of sections of the bylaws will need to be revised to conform to the Texas Open Meetings Act.	Mr. Thames and I discussed the need to revise Art. IV sections 12, 15, 16, and 19 of the bylaws so that they comply with the Texas Open Meetings Act. Mr. Thames stated that the board will revise the bylaws at its November meeting.	<ul style="list-style-type: none"> • Corrected.
Admissions Policy	<ul style="list-style-type: none"> • The application period is almost year-round. It should be shortened. (p. 56) • The applicant proposes to initially have a first-come, first-serve admissions process. This should be changed so that all applicants who timely apply are offered admission at the end of the application period unless more applications than available spaces are received, in which case a lottery will be held. (p. 56) 	<ul style="list-style-type: none"> • Mr. Thames stated that the response to 9a) on p. 56 will be changed to reflect that the application period will be May 15 through August 1. • Mr. Thames stated that the response to 9b) on p. 56 will be changed to reflect that lotteries, if required, will be held on August 7. • Mr. Thames stated that the response to 9c) on p. 56 will be revised to state that the school will form a waiting list for applicants not admitted through the lottery. These applicants' names will be numbered and will be offered admission in numerical order as openings 	<ul style="list-style-type: none"> • Corrected. • Corrected. • Corrected.

	<ul style="list-style-type: none"> • Immunization records should not be required until after an applicant has been offered admission. (p. 57) • A charter school may not require applicants to submit essays as a condition of admission or enrollment. (p. 57) • If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process. 	<p>arise.</p> <ul style="list-style-type: none"> • Mr. Thames stated that the response to 9f) on p. 56 will be revised to state that the school will accept applications submitted outside of the application period and add the applicants' names to the waiting list if one exists or offer them admission if there is no waiting list and vacancies exist. • Mr. Thames stated that the response to 9i) will be revised to reflect that applicants will only be required to submit an admissions application that requests basic information such as address, birth date, grade, and social security number . Students will not be required to provide immunization records or an essay at the admission stage. • Mr. Thames agreed to submit the admissions application, enrollment form(s), and any promotional materials to be used for the school. 	<ul style="list-style-type: none"> • Corrected. • Corrected. • Admissions Application: The question regarding gender should be deleted from the application. • Enrollment Packet: <ul style="list-style-type: none"> □ The checklist form should reflect that the forms are only completed after a student is offered admission and is registering. □ Please explain what the purpose of the "student use fee" is and how it is authorized by TEC § 11.158.
--	---	--	--

			<ul style="list-style-type: none"> □ There is a form that requires parents to agree to provide biological specimens of their children to be used for drug and alcohol testing. Public schools must be very cautious when administering drug or alcohol testing and should consult with legal counsel regarding revising its drug and alcohol testing policy. Though court cases have allowed drug testing of certain groups of students, like student athletes, when there was no individualized suspicion of drug use, I'm unaware of any precedent in Texas that would allow a school to require drug tests of all of their students. □ Students in grades 9 through 12 must write an essay. A charter school may not require applicants to submit essays as a condition of admission or enrollment. The essay form should clarify that the essay must only be submitted once a student has registered and will not be used in making admission or enrollment decisions.
<p>Facilities</p>	<ul style="list-style-type: none"> • The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the instructional facility. The occupancy certificate must show that the building has specifically been approved for the operation of a <u>school</u>. • The charter holder must complete the attached form that relates to the instructional facility. 	<p>Mr. Thames stated that a facility has not yet been identified but agreed to provide this information as soon as it is available.</p>	<p>No additional information provided.</p>

Not approved!

CROSTIMBERS ACADEMY
2006-2007 STUDENT ADMISSION APPLICATION

Student Information:

_____	_____	_____	____/____/____
Last Name	First Name	MI	Date of Birth
_____ - _____	Male / Female Gender (circle)	_____	_____
Social Security Number (or State ID#)		Last Grade Completed	Resident District
_____	_____	_____	_____
Home Address	City	Zip Code	Home Phone

Preferred Session: A.M. P.M. (circle one)

Parent/Guardian Information:

Father's Name _____ **Place of Employment:** _____

Work Phone: _____

Father's Address: (street address) _____ (city) _____ (zip) _____

Home Phone Number: _____ Cell Phone Number _____

Mother's Name _____ **Place of Employment:** _____

Work Phone: _____

Same As Student's Address Same As Father's Address

Mother's Address: (street address) _____ (city) _____ (zip) _____

Home Phone Number: _____ Cell Phone Number _____

Notice of Non-Discrimination: Crosstimbers Academy will prohibit discrimination in admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend in accordance with this code, although the charter may provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37. TEC § 12.111(6).

Parent/Guardian Signature _____ **Today's Date** _____

2006-2007 Enrollment Packet Checklist

Name: _____

Grade: _____

SS#: _____ - _____ - _____

Home School District: _____

Enrollment Packet Includes:

_____	Packet Checklist (this form)	Pg 1
_____	Enrollment Packet	Pg 2
_____	Authorization for Emergency Care	Pg 2
_____	Release of Student Information	Pg 2
_____	Publicity / Photograph Release	Pg 2
_____	Consent for Biological Testing	Pg 3
_____	Field Trip Travel Release	Pg 3
_____	Release and Consent to Treatment	Pg 3
_____	Asbestos Notification	Pg 3
_____	Rights of Parents and Students (FERPA)	Pg 4
_____	Computer User's Responsibilities	Pg 5
_____	Compulsory Attendance Contract	Pg 6
_____	School-Parent Compact	Pg 7
_____	Consent to Request Confidential Information	Pg 8
_____	Home Language Survey	Pg 9
_____	Student Essay (NEW 9 th -12 th grade students only)	Pg 10

One page essay entitled: "Student and Teacher Responsibilities in the Classroom"

Student / Parent Responsibility:

- _____ Letter To Households/Breakfast Program Application (new or update)
- _____ Copy of Report Cards or Transcripts (must have most recent report card)
- _____ Copy of Birth Certificate
- _____ Copy of Immunization Records
- _____ Copy of Testing Records
- _____ Copy of Social Security Card
- _____ Signed Code of Conduct / Student Handbook Form
- _____ \$20.00 Student Use Fee (to be used for additional supplies and materials for student use)

Crosstimbers Academy admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. Admission will not be based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Crosstimbers Academy Enrollment Packet

Enrollment Date: _____ (for office use only)

Documentation received that invalidates the information given above may result in the student being discharged from CTA and the application invalidated.

Student Information:

Student's Last Name First Name MI Preferred Name / Nickname

Ethnicity: (Circle One) 1. Am. Indian 2. Asian or Pacific Islander 3. Black 4. Hispanic 5. White

No / Yes Have you ever repeated a grade(s)? If so, which one(s) _____
No / Yes Have you ever been suspended from school or assigned to a reassignment school? _____
No / Yes Have you ever been in special education / resource classes?
No / Yes Have you ever been convicted of a crime? Explain _____

Authorization for Emergency Care / Emergency Information:

In case the services of a physician are required before either parent can be reached, you are hereby authorized to call the following physician. I also authorize clinic personnel to contact my child's physician when necessary for information concerning my child.

Doctor **Office Address** **City** **Work Phone** **Ext.**

In case student becomes seriously ill or injured and neither parent can be reached by phone, please notify one of the following people (Local Only):

Name **Office Address** **City** **Work Phone** **Ext.**

Name **Office Address** **City** **Work Phone** **Ext.**

The Glen Rose Fire Department provides emergency ambulance service. There is a fee charged only if the paramedics transport the child in the ambulance. I shall assume responsibility for the payment of such services.

Release of Student Information:

Under federal law you have a special RIGHT OF PRIVACY concerning student demographic information. Crosstimbers Academy cannot release the information that your child is enrolled and attending Crosstimbers Academy if you inform us of your objection to the release of that information to the public. Crosstimbers Academy will publish a student directory including the name of your child as being at Crosstimbers Academy, your address, phone number, grade and other directory information.

_____ I do want information included in the directory
_____ I do not want information included in the directory

Publicity/Photograph Release:

Throughout the school year, photographs or video tapes are often taken of Crosstimbers Academy children. These may be used in presentations, television, local newspapers and other publications.

In accordance with the RIGHT OF PRIVACY, you must give your permission for the use of your child's photograph in publications sponsored by the Crosstimbers Academy.

_____ I give permission for my child's photograph to be used in presentations and publications of the Crosstimbers Academy.
_____ I do not give permission for my child's photograph to be used in presentations and publications of Crosstimbers Academy.

Student Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

Consent for Biological Testing:

I _____, as parent/guardian of _____, as student enrolled in Crosstimbers Academy hereby agree to the following:

I understand the school district's policy regarding substance abuse. I understand that the district will conduct drug and alcohol tests for the purpose of carrying out this policy. I understand that the student must provide a biological specimen to be used for testing of drugs and alcohol. I understand that if the student's specimen reveals an unexplained presence of a drug and/or alcohol, the student will be subject to board policy. I understand that refusal to take a test or an adulterated test will be handled as a positive test.

I authorize the officers, employees, and agents of Laboratory Specialists, Inc. to communicate the student's drug and/or alcohol test results to the principal of the Crosstimbers Academy.

Failure to agree to the district's substance abuse policy nullifies this application and constitutes a withdrawal from Crosstimbers Academy.

FIELD TRIP TRAVEL RELEASE:

As the parent/guardian of _____, I hereby grant consent for him/her to participate in teacher and superintendent approved field trips. It is my understanding that the school will advise me by written or verbal notification of the nature, date, and time of each field trip or activity in sufficient time to enable me to communicate any withdrawal of consent for the specific trip or activity.

RELEASE AND CONSENT TO TREATMENT:

I hereby release the Crosstimbers Academy, its trustees, superintendent, employees, and servants from any and all liability, damages, or claims resulting from such student being allowed to travel and/or participate in school-approved field trips, and I agree to hold them harmless from any damages or claims which might arise from injuries out of any act or omission of the part of the District, other than negligence in the operation of a motor vehicle, or the use of excessive force in the administration of discipline, pursuant to Article 6252-19 of Texas Tort Claims Act, and Section 21.912 of the Texas Education Code, as a result of such trip or activity.

In the event that the above-named student should, for any reason, require any minor medical or surgical treatment and/or medication while participating in approved field trip activities, I authorize the staff to take my child to an emergency room of the nearest hospital, and I further authorize the hospital and its medical staff to administer treatment as deemed necessary by them for the well-being of said student. It is understood, however, that if hospitalization or treatment of a more serious nature is required, I will be contacted, if at all possible for permission.

I have read and understand the above and I freely give my consent and permission of all things contained herein.

NOTIFICATION OF ASBESTOS AT CROSSTIMBERS ACADEMY:

To the parents and students of CTA: The Texas Department of Health has recommended that CTA notify all parties involved that there is no asbestos on the CTA premises. If you have any questions or concerns, please contact the school at _____ (school phone).

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

CROSTIMBERS ACADEMY

RIGHTS OF PARENTS AND STUDENTS Family Educational Rights and Privacy Act

Crosstimbers Academy maintains general education records required by Law. CTA makes available to parents information concerning their child enrolled in school unless CTA is notified that the parent does not have that authority under state law. When a student reaches 19 years of age and is no longer dependent, all rights of the parent are transferred to the student. The parents' rights to access and copies of student records under this policy does not extend to some types of material used in educating the student that is included in the coverage of the Family Rights and Privacy Act of 1974. Some common examples include test protocols and teachers personal notes on the student that are not shared with other personnel except a substitute teacher.

Parents, the student and officials of CTA with legitimate educational interests are the only persons with general access to the records. "School officials" means any employee, agents or trustees of CTA, as well as attorneys and consultants retained by the school. "School officials" have a "legitimate educational interest" in a student's records when they are working with the student; considering disciplinary or academic actions, the student's case, or a student with disabilities individual education plan; compiling statistical data; or investigating or evaluating programs. Crosstimbers Academy also forwards education records on request to a school in which a student seeks or intends to enroll without the parent's permission.

CONFIDENTIALITY OF INFORMATION IN STUDENT RECORDS

Parents of students with disabilities have the right to:

- Obtain a list of the types and location of educational records that are collected, maintained, or used by CTA from the administration of CTA.
- Obtain and review educational records maintained by CTA or by requesting those records from the administrator.
- Have a person of your choice review the records.
- Obtain, without charge, copies of the educational records by submitting a request to the administrator.
- Contact the administrator or designee at _____ (school phone) to explain or interpret any items in the educational records.
- Obtain a list of those, other than the people involved in the student's education who have seen the educational records and the purpose of access from the administrator.
- Contact the administrator about changing a student's records, if you believe a statement is wrong or misleading about the student in his/her records. If the request is denied by the school, you may request a hearing before the Board from the administrator. You may also appeal the decision of the Board to the Commissioner of Education.

If you have any questions concerning your rights as a parent, please contact Mike Thames at _____ (school phone).

Computer User's Responsibilities

RESPECT FOR SECURITY

Accounts on the system at Crosstimbers Academy are considered secure, although absolute security of any data cannot be guaranteed. Teachers have access to student files for instructional or evaluative purposes.

- Use only your account/password. It is a violation to give your password to any other user.
- Reading, modifying or removing files and/or mail owned by other users is not allowed without prior approval by the CEO.

RESPECT FOR PROPERTY

SOFTWARE INSTALLATION: Software may only be installed on the school information systems (including all individual workstations) with prior approval from the instructor or program manager.

SOFTWARE COPYRIGHT:

- The only software, other than student's projects, to be used on the systems in school's labs are those products for which the school owns a valid license or the school may legally use.
- Licensed/copyrighted software is not generally available for borrowing and may only be used at other locations with approval of instructor.
- Copyrighted software shall not be downloaded from the Internet or further transmitted in any form without compliance with all terms of a preauthorized licensing agreement. Infringement or violation of U.S. or international copyright laws or restrictions will not be tolerated.
- Any attempts to circumvent the licensing control or the copying of software from the network without instructor's permission is prohibited.

HARDWARE:

- Report equipment problems immediately to instructor.
- Leave workstations and peripherals in their designated places.
- Keep work areas neat and clean and free from food and drinks

MAIL USAGE:

RESPONSIBILITIES:

- Electric communications (e-mail) and use of the pool is to be restricted to appropriate communications and must comply with the S. R. & R. Restrictions to language.
- It is the responsibility of the user to maintain the integrity of the electronic mail system. The user has the responsibility to report all violations of security.
- Users are responsible for all mail received under their user accounts.
- The user is responsible for making sure all e-mail received by him/her does not contain pornographic material, inappropriate information or text-encoded files that are potentially dangerous to the integrity of the hardware on school premises.
- Sending e-mail to general audiences is inappropriate, i.e., chain mail.
- All mail communication must reflect the sender's account I.D.
- Real time messaging and on-line chat may only be used with the permission of the instructor or program manager.
- Users should not reveal personal information in correspondence with unknown parties.

INTERNET/WORLD WIDE WEB USAGE:

The term "Internet Access" includes all methodologies used to connect to individual computer networks around the world.

The term, "World Wide Web" (WWW) is an internet service that organizes information using graphics and point-and-click technology. Each document can contain embedded references to images, audio or other documents. Users can browse for information by following references. The term "home page" as used herein is a page of information accessible through the WWW. The page can contain a mixture of graphics and text and can include references to other such pages.

RESPONSIBILITIES:

- The user exercising his/her privilege to use the Internet, as an educational resource shall also accept the responsibility for all material received under his/he account.
- All users are prohibited from accessing portions of the Internet that do not promote the instructional mission of CTA and which do not comply with the S R & R restrictions.
- All homepages are subject to initial approval and on-going review according to the CTA Home Page Guidelines. All homepages should reflect the mission and character of the school.

DECLARATION OF UNDERSTANDING AND ADHERENCE

I HAVE READ THE Information Systems User Guidelines and Standards of Conduct and understand that I must adhere to the principles and procedures detailed within.

Should I breach the guidelines above, I understand that I will lose all network privileges on the CTA network and be subject to disciplinary action.

User Signature _____

Date _____

Parent/Guardian Signature _____

Date _____

CROSTIMBERS ACADEMY

Address
City, State, Zip

Enrollment Date: _____

Student's Name: _____

Enrolling Parent/Guardian: _____

Address: _____

Texas Education Code, Chapter 25, Section 25.095 **WARNING NOTICES**

(a) A school district or open-enrollment charter school shall notify a student's parent in writing at the beginning of the school year that if the student is absent from school on 10 or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period:

- (1) the student's parent is subject to prosecution under Section 25.093; and
- (2) the student is subject to prosecution under Section 25.094 or to referral to a juvenile court in a county with a population of less than 100,000 for conduct that violates that section.

(b) A school district shall notify a student's parent if the student has been absent from school, without excuse under Section 25.087, on three days or parts of days within a four-week period.

The notice must:

- (1) inform the parent that:
 - (A) it is the parent's duty to monitor the student's school attendance and require the student to attend school; and
 - (B) the parent is subject to prosecution under Section 25.093; and
- (2) request a conference between school officials and the parent to discuss the absences.

(c) The fact that a parent did not receive a notice under Subsection (a) or (b) does not create a defense to prosecution under Section 25.093 or 25.094.

(d) In this section, "parent" includes a person standing in parental relation.

Statement:

This is to certify that I have received a copy of this notification: _____ (enrolling parent/guardian signature)

If you have any questions, please contact our administrative office at _____ (school phone).

Crosstimbers Academy School – Parent Compact

What is a school – parent compact?

This is a voluntary agreement between the school and the parents of the child at that school. A compact outlines how parents, staff, and students will share responsibility for improved student achievement in meeting academic and non-academic goals.

Compacts...

- ❖ Begin with standards
- ❖ Are a process
- ❖ Define all participant responsibilities
- ❖ Depend on all participants being involved

Ways of supporting the compact at CTA...

- ❖ Annual open house scheduled in the fall
- ❖ Annual staff-parent meeting in December
- ❖ Parent and community volunteers
- ❖ Communication between parents and teachers regarding student progress
- ❖ Regular progress reports mailed home

How will we know that the Compact is working?

- ❖ Discussions held during staff-parent meetings
- ❖ Attendance logs and sign-in sheets
- ❖ Student, staff, and parent surveys

STUDENT RESPONSIBILITIES	STAFF RESPONSIBILITIES	PARENT RESPONSIBILITIES
Respect staff and peers	Teach students at appropriate levels using varying strategies	Attend parent conferences and meetings
Be in attendance	Encourage students and expect appropriate student behavior	Be involved in student's daily routine
Work while you are at school	Expect student achievement	Contact CEO or instructor when there are concerns
	Monitor student progress	Ask questions about the student's day
	Communicate with parents throughout the school year	Volunteer at school as appropriate
	Communicate with students	
	Create a positive learning environment	

I have read and understand this School – Parent Compact.

Parent / Guardian Signature

CROSTIMBERS ACADEMY

Date Sent/Mailed _____

_____ Release Information

_____ Request Information

Consent to Request Confidential Information

Name of School

School Phone Number

School Address

School Fax Number

Student _____	Date of Birth _____
Social Security Number _____	Grade _____

Records to be Released / Records Requested:	Purpose of Disclosure
Permanent academic records, special education records: Intellectual, academic, psychological, and ARD meetings. LEP Info. / Home Language Survey / Bilingual Info. All Discipline / behavior records, Health, Immunization dates (Include excused and unexcused absences) Other: _____	To determine appropriate placement and eligibility at Crosstimbers Academy.

You are authorized to release requested confidential information listed above.

Signature of Parent, Guardian, Surrogate Parent, or Adult Student

Date

Address

Please return this form to:

Crosstimbers Academy
Address
City, Texas Zip

fax _____
phone _____

TEXAS EDUCATION AGENCY
HOME LANGUAGE SURVEY
Grades 9-12

Student Name: _____

TO BE FILLED IN BY THE STUDENT:

- 1.) What language is spoken in your home most of the time? _____
- 2.) What language do you speak most of the time? _____

Student signature Date

Questionario De Idioma Hogarido

Nombre del Estudiante: _____

DEBE DE COMPLETARSE POR ESTUDIANTE:

- 1.) Cual es el idioma que mas se habla en su hogar? _____
- 2.) Cual es el idioma que mas tu? _____

Firma de Estudiante Fecha

TEXAS EDUCATION AGENCY
HOME LANGUAGE SURVEY
Grade 8

Name of Child: _____

TO BE FILLED IN BY THE PARENT/GUARDIAN:

- 1.) What language is spoken in your home most of the time? _____
- 2.) What language does your child speak most of the time? _____

Signature of Parent/ Guardian Date

Questionario De Idioma Hogarido

Nombre del Nino (a): _____

DEBE DE COMPLETARSE POR EL PADRE O GUARDIAN:

- 1.) Cual es el idioma que mas se habla en su hogar? _____
- 2.) Cual es el idioma que mas habla su nino (a)? _____

Firma del Padre o Guardian Fecha

LEGAL REVIEW OF GENERATION 11 APPLICATION

(Revised 11/10/05)

Proposed Charter School: Crosstimbers Academy

Sponsoring Entity: Brazos River School

AREAS REVIEWED	Issues Identified	Comments
<p>Governance Structure</p>	<p>If a charter is granted, a number of sections of the bylaws will need to be revised to conform to the Texas Open Meetings Act.</p>	<p>Mr. Thames and I discussed the need to revise Art. IV sections 12, 15, 16, and 19 of the bylaws so that they comply with the Texas Open Meetings Act. Mr. Thames stated that the board will revise the bylaws at its November meeting.</p>
<p>Admissions Policy</p>	<ul style="list-style-type: none"> • The application period is almost year-round. It should be shortened. (p. 56) • The applicant proposes to initially have a first-come, first-serve admissions process. This should be changed so that all applicants who timely apply are offered admission at the end of the application period unless more applications than available spaces are received, in which case a lottery will be held. (p. 56) • Immunization records should not be required until after an applicant has been offered admission. (p. 57) • A charter school may not require applicants to submit essays as a condition of admission or enrollment. (p. 57) • If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process. 	<ul style="list-style-type: none"> • Mr. Thames stated that the response to 9a) on p. 56 will be changed to reflect that the application period will be May 15 through August 1. • Mr. Thames stated that the response to 9b) on p. 56 will be changed to reflect that lotteries, if required, will be held on August 7. • Mr. Thames stated that the response to 9c) on p. 56 will be revised to state that the school will form a waiting list for applicants not admitted through the lottery. These applicants' names will be numbered and will be offered admission in numerical order as openings arise. • Mr. Thames stated that the response to 9f) on p. 56 will be revised to state that the school will accept applications submitted outside of the application period and add the applicants' names to the waiting list if one exists or offer them admission if there is no waiting list and vacancies exist. • Mr. Thames stated that the response to 9i) will be revised to reflect that applicants will only be required to submit an admissions application that requests basic information such as address, birth date, grade, and social security number. Students will not be required to provide immunization records or an essay at the admission stage. • Mr. Thames agreed to submit the admissions application, enrollment form(s), and any promotional materials to be used for the school.

Facilities	<ul style="list-style-type: none">• The charter holder needs to submit a copy of the occupancy certificate for the building to be used as the instructional facility. The occupancy certificate must show that the building has specifically been approved for the operation of a <u>school</u>.• The charter holder must complete the attached form that relates to the instructional facility.	Mr. Thames stated that a facility has not yet been identified but agreed to provide this information as soon as it is available.
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Information Regarding Instructional Facilities

Please provide the following information concerning the local agency that issues certificates of occupancy, or their equivalent, in the jurisdiction in which the new charter school(s) will be located.

Name of Local Agency:

Name of Contact Person at Local Agency:

Telephone No. for Contact Person at Local Agency:

Address of Local Agency:

If an occupancy certificate has not yet been received, please state the approximate wait time between the initial submission of forms and the final approval.

List any special requirements that the local agency has for instructional facilities.

List any other pertinent information.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1121
RECIPIENT ADDRESS 912548982297
DESTINATION ID
ST. TIME 11/10 12:30
TIME USE 02'07
PAGES SENT 4
RESULT OK

TEXAS EDUCATION AGENCY
Division of Legal Services
1701 North Congress Avenue, Suite 2-150
Austin, Texas 78701

Facsimile Transmission Sheet

Date: 11/10/05 Number of pages including cover sheet 4

To: Mike Thames
Supt.
Crosstimbers Acad.

From: Margaret E. Baker
Senior Counsel
Fax: (512) 475-3662
Tel.: (512) 463-9720

Fax: (254) 898-2297

Tel.: _____

Remarks: Revised Legal Review

Confidentiality Notice

This facsimile transmission and its accompanying documents may contain

Lax Mike THAMES
254-898-2297

LEGAL REVIEW OF GENERATION 11 APPLICATION

Proposed Charter School: Crosstimbers Academy

Sponsoring Entity: Brazos River School

AREAS REVIEWED	Issues Identified
Governance Structure	if a charter is granted, a number of sections of the bylaws will need to be revised to conform to the Texas Open Meetings Act.
Biographical Affidavits	OK.
Teacher Qualifications	OK.
Admissions Policy	<ul style="list-style-type: none"> • The application period is almost year-round. It should be shortened. (p. 56) • The applicant proposes to initially have a first-come, first-serve admissions process. This should be changed so that all applicants who timely apply are offered admission at the end of the application period unless more applications than available spaces are received, in which case a lottery will be held. (p. 56) • Immunization records should not be required until after an applicant has been offered admission. (p. 57) • A charter school may not require applicants to submit essays as a condition of admission or enrollment. (p. 57) • If a charter is granted, the admissions application, enrollment form(s), and promotional materials should be submitted during the contingency process.
Nonprofit Status	OK.
Other	N/A
Application Preparer	Mike Thames (CEO/Superintendent)
No major legal issues were identified in this application.	

also have
Brazos River C.S.
(Mem. 4)
Facilities

**CROSSTIMBERS ACADEMY
CONTINGENCIES
Table of Contents**

Application Review Portion

w/Attachments:

- A CEO Job Description
- B Principal Job Description

Legal Review Portion

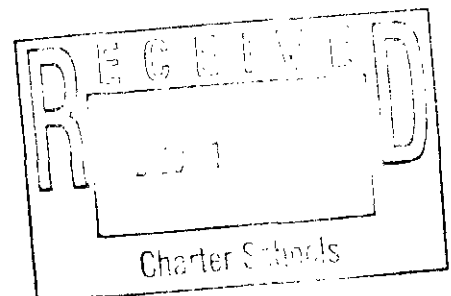
w/Attachments:

- C Revised By-Laws
- D Pages 56-57 of charter: Admissions Policy
- E Application / Enrollment Forms
- F Bilingual/ESL, Section 504, and Dyslexia Assurances
- G Special Education Assurances
- H Special Education Assurances Addendum

Financial Portion

- Start-Up Budget Breakdown
- First Year Budget Breakdown

Special Education Portion



GENERATION 11 APPLICATION REVIEW CONTINGENCIES

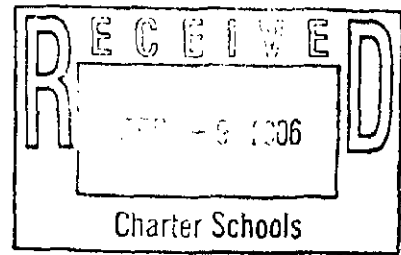
AREAS	Information and Issues Identified
Number of Sites	<ul style="list-style-type: none">• Site: <u>Not Yet Identified</u>

AREAS	Information and Issues Identified
Number of Sites	<ul style="list-style-type: none">As per the Report of the SBOE Committee on Planning Work Session, Generation 11 Charter Interviews, 1 site is requested.

AREAS	Information and Issues Identified
Human Resources Information	<ul style="list-style-type: none">• There are differences between the two job descriptions of the CEO and principal, including to whom they report, job goals, salary ranges, qualifications, as well as responsibilities and duties. Revised copies of both job descriptions are included as attachments A&B.

- The executive director and the CEO are the same position. The change is noted in the attached job descriptions, labeled attachments A&B.

**CONTRACT FOR
OPEN-ENROLLMENT CHARTER SCHOOL**



This contract is executed between the Texas State Board of Education (the "Board") and **Brazos River School** ("Charter Holder") to operate **Crosstimbers Academy**, an Eleventh Generation open-enrollment charter school.

General

1. **Definitions.** As used in this contract: "Charter" means the Eleventh Generation open-enrollment charter as provided by, Chapter 12 Subchapter D, Texas Education Code, and granted by this contract.

"Charter Holder" means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

"Charter School" means the Eleventh Generation open-enrollment charter school. Charter School is part of the public school system of Texas and is a "charter school" within the meaning of 20 U.S.C. § 7221i.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.

2. **The Charter.** This contract grants to Charter Holder an Eleventh Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application (RFA) 701-04-034 (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; and (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d).
3. **Term of Charter.** The charter shall be in effect from the date of execution through July 31, 2010 unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period determined by the Commissioner.
4. **Revision by Agreement.** The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

Students

5. **Open Enrollment.** Admission and enrollment shall be open to any person who resides within the geographic boundary stated in the charter application and who is eligible for

admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application.

6. Non-religious Instruction and Affiliation. Charter School shall not conduct religious instruction. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.
7. Children with Disabilities. A charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws. Among Charter School's legal responsibilities in this area are the following:
 - (a) Child Find. Charter Holder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in Charter School or who contact Charter School regarding enrollment.
 - (b) Free Appropriate Public Education. Charter Holder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in Charter School. If the program, staff, or facilities of Charter School are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from Charter School's program, Charter Holder must, at its own expense, place the child at an appropriate school.
 - (c) Services to Expelled Students. Charter Holder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons.
8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, and G of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

Financial Management

9. Financial Management and Accountability. Charter Holder shall satisfy Chapter 12, Sections 12.104 and 12.111 of the Texas Education Code, and related Agency rules regarding financial management accountability.

Governance and Operations

10. Indemnification. Charter Holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter Holder, its agents, employees, and subcontractors.

This Agreement

11. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are superseded by this contract.
12. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
13. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA 701-04-034; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
14. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
15. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
16. Governing Law. In any suit arising under this contract, Texas law shall apply.
17. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Eleventh Generation open-enrollment charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its charter school(s) may modify this contract, as of the effective

date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

18. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101(a), Texas Education Code. Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this ____ day of _____, 2006

Texas State Board of Education:

Geraldine Miller
Geraldine Miller, Chair Date

Brazos River School:

Gary Bender 2/1/06
Gary Bender, Chair Date

Crosstimbers Academy:

Mike Thames 2/1/06
Mike Thames, CEO Date

