

TEXAS EDUCATION AGENCY

Application for an Open-Enrollment Charter School

Type: Open Enrollment X

(check one) "75% Rule" \_\_\_\_\_

Date of Submission: 01/21/2000

RFA#701-00-006

Name of Proposed School: Harmony Science Academy

Maximum Grade Levels to be served: 6-12

Estimated 1st Year Enrollment: 200 Max Enrollment: 400

Name of Sponsoring Entity: Cosmos Foundation

Check one: X 501(c)(3) nonprofit organization

SBOE District: \_\_\_\_\_

\_\_\_\_\_ Governmental Entity

\_\_\_\_\_ College or University

Starting Date: Fall 2000

Chairperson of Board of Sponsoring Entity: Soner Tarim

Chief Executive Officer of Sponsoring Entity: Soner Tarim

Chief Executive Officer of School: Dr. Ali Yavuz Zeybek (interim)

Applicant Mailing Address: P.O. Box 8248 Austin, TX 78713-8248

School Site Address:

(If different from above)

Contact Phone # (512) 476-5908

Fax # (409) 776-7661

Contact Email Address: \_\_\_\_\_

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

Soner Tarim 1/21/2000  
Signature of Chief Executive Officer of Sponsoring Entity/date

Soner Tarim 1/21/2000  
Signature of Chairperson of the Governing Board of the Sponsoring Entity/date

Signature of Applicant Preparer Was this person paid? Yes \_\_\_\_\_ No X

350/01/21/00-059

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### **Proposed School Data**

(This page not provided to review committee members)

Projected Student Populations (indicate estimated percentages):

- 10%** Students "at risk of dropping out of school"
- 5%** Students requiring Special Education services
- 5%** Students of Limited English Proficiency
- 30%** Students of Economically Disadvantaged Families
- 60%** Minority Students

Will the school require all teachers to be certified? **No**

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

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

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

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

**No** Been convicted of a felony?

**No** Been convicted of a misdemeanor?

**No** Been involved in bankruptcy?

Has the sponsoring entity been involved in

**No** Litigation?

**No** Sanctions from any state regulatory agency?

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

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

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## Application for Open Enrollment Charter School (Summary)

### Charter School Developers:

Ali Yavuz Zeybek Ph.D., President  
Yetkin Yildirim Ph.D.  
Vahap Uysal MS  
Suleyman Bahceci Ph.D.  
Coskun Cetinkaya MS  
Lester Kurtz Ph.D.

Charles Nelson ABD\*  
Maria Frances Curtis-Richardson MS  
Soner Tarim ABD\*  
Murat Torlak Ph.D.  
\* All But Dissertation

### Contact Person:

Yetkin Yildirim  
3351-B Lake Austin Blvd. Austin, TX 78703, Tel: (512) 476 5908

**Name of the Proposed Charter School:** Harmony Science Academy (HSA)

### Locations in which the proposed schools will be located:

Cosmos Foundation is proposing to open two charter schools in Texas. One of which will be located in Austin and the other will be located in Houston. Demographics of both locations and their vicinities were studied and statistically examined and separate proposals were prepared for each location.

### Student and Staff Profile:

Initially, we will have the grades 6, 7, and 8; then one more consequent grade will be added every year afterwards. Total number of students will steadily increase in six years to reach 400. After the first six years the number of newcomers will match the number of graduates. The number of certified staff will increase proportional to the number of students. We will allocate two classrooms for each grade except grade six for the first year.

**Prospected Student Enrollment**

Year	Student Additions	Grades	Total
Year One	50 students for every grade except 6	6, 7, 8,	200
Year Two	Additional 50 students for grade 6	6, 7, 8, 9	250
Year Three	Additional 50 students for grade 6	6, 7, 8, 9, 10	300
Year Four	Additional 50 students for grade 6	6, 7, 8, 9, 10, 11	350
Year Five	Additional 50 students for grade 6	6, 7, 8, 9, 10, 11, 12	400
Year Six	TOTAL	6, 7, 8, 9, 10, 11, 12	400

Number of Classrooms: 14.  
Student / Classroom ratio: 28 to 1.  
Student / Teacher ratio: 20 to 1 or less.  
Total Number of Interns: 5 or more.

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**Geographic Area:** Austin and surrounding Independent School Districts.

**Why will parents choose to send their children to HSA?**

**A. Need for a college preparatory school:** There is a great need for college preparatory schools with special emphasize on math and science education.

**B. High Expenses of Private Schools:** Tuition and other expenses for such private schools are very high in Austin area. HSA will offer an alternative school to low-income families who would send their children to private schools but could not.

**C. Parental Involvement:** According to Hudson Institute's findings, published in August 1997, top reasons for parents' choosing community schools are small size (53.0%) and greater opportunities for parental involvement (43.0%). Our education program is most appropriate for parental involvement, which will attract much interest from concerned parents.

**Developer's Capacity:**

Incorporators of the Cosmos Foundation are made up of dedicated educators from distinguished universities such as the University of Texas at Austin, the University of Texas at Dallas, Texas A&M University and Rice University. This exceptional board also has a businessperson who is an active member of the community. Board members have a lot of experience in science, mathematics, and computer education at a national as well as at an international level. Members of this unique board are volunteers and no member is paid for the services he or she provides. Founding members are very excited about the opportunity that will be given to prepare students for this new millennium.

**Development Timeline:**

	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Mission/Purpose	—								
Goal/Objectives	—								
Admission Policy	—								
Community Support	—	—	—	—	—	—	—	—	—
Governance	—								
Education Program / Curriculum	—	—							
Employment Issues		—	—	—	—	—			
Building / Equipment		—	—	—	—	—			
Support Services		—	—	—	—	—			
Health & Safety		—	—	—	—	—			

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## **I. Evidence Of Eligibility Of Sponsoring Entity**

### **A. Statement describing sponsoring entity (1/2 page max.)**

The Cosmos Foundation is a non-profit corporation that was established in Houston, Texas in 1999. The foundation is organized and shall be operated exclusively for educational, scientific and literary purposes. The Cosmos Foundation is dedicated to quality education and promotes science, mathematics and educational technology in school environments.

Within this frame of primary objective, The Cosmos Foundation Inc. is planning to do the following:

Establish open enrollment charter schools (Harmony Science Academies) in order to have a positive impact in education and to increase the educational level of urban and suburban youth. The focus of the curriculum in these schools will be in the subject areas of science, mathematics, and technology.

Establish Learning and Study Centers. In these centers, The Cosmos Foundation will be engaging in several activities such as (i) organizing Scholastic Aptitude Test (SAT) preparation courses in the school districts where the university entrance percentage is low; (ii) organizing after school programs to help those who are in need of extra support in comprehending and completing various subject matter. The Foundation also engages in non-traditional educational programs such as multicultural activities in order to ensure that the students' total experience at the Center is both enjoyable and fulfilling.

Currently, the Foundation is providing, free of charge, SAT courses and educational assistance to students who have chosen to attend universities or graduate schools.

### **B. Evidence of application from Board Certified-Tax Lawyer**

**NOTE:** We have not received "determination letter" from the IRS but evidence of application is obtained from our lawyer (Appendix I)

### **C. Articles of incorporation of sponsoring entity (Appendix II)**

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**D. Bylaws of sponsoring entity (Appendix III)**

**E. Biographical Affidavits for each member of the governing board of the sponsoring entity (Appendix IV)**

**F. History of sponsoring entity**

**1. Financial history of the entity**

The Cosmos Foundation, a new non-profit corporation since its establishment, has reached many individuals and corporations in major cities around the State of Texas through mass mailings, telephone survey, the internet and personal contact for fund raising activities. As a result, the Foundation has accumulated over 20,000 dollars within the last two months.

These funds will be used as a down payment to purchase a Learning and Study Center in the Galeria area (Houston, Texas). The closing will take place before February 25th, 2000. Mrs. Kate Reid from Coldwell Banker United Realtors® is the acting agent on the behalf of The Cosmos Foundation. After closing we will move to that location and continue to offer SAT preparation courses and after school programs.

Although the Foundation does not have a long history, each individual of the Board of Directors has an outstanding credit history which enables the Foundation to move forward.

- 2. Credit report**
- 3. Most recent IRS filing**
- 4. Disclosure of any liens**
- 5. Litigation History**

**NOTE: As a new corporation a copy of the most recent IRS filing form and credit report are not available. There is no liens and litigation history of our corporation.**

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## **II. Community Support**

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

#### **1. Phone Surveys**

The volunteer members of HSA conducted phone surveys in Austin. The main points of this survey were to learn the expectations of the community members from a charter school, their education experience and the complains about the education system. This surveyed helped to modify the education program of HSA.

#### **2. Public Meetings**

Yetkin Yildirim, a board member of HSA, held a public meeting. He addressed the vision and the education program of HSA, and asked for the comments of the participants. The feedback was helpful to meet the expectations of the community members. He also informed the joint programs of HSA with other organizations such as Austin Symphony and Fire department.

#### **3. Direct Mail**

The Founders of HSA informed the community members by sending brochures and flyers about the education program and vision of HSA. These documents included contact information to HSA via telephone, fax and e-mail in order to increase the access and the involvement of the society in the planning and development process of HSA.

#### **4. Handbills and Posters at Local Establishments**

The volunteer members of HSA handed out flyers, and put up posters in malls and schools. These documents briefly described the vision of the school and the enrollment process. Moreover, the ones who could not attend the public meeting had a chance to hear about HSA.

#### **5. Newspaper Advertising**

The Founders of HSA gave ads to local newspapers. This was one of the tools to reach out to the all segments of the community so that HSA had opportunity to diversify the ethnic background of enrolled students.

#### **6. Door-to-Door Canvassing**

The volunteer members of HSA conducted door-to-door canvassing to deliver enrollment applications and to develop future age cohort predictions.

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

Yetkin Yildirim gave a presentation on the vision and goals of HSA and how HSA would achieve these goals. In particular, he mentioned the mathematics and science education programs of HSA. He also explained social activities sponsored by the school such as sightseeing tours and partnerships with other organizations such as the Fire Department and Texas Parks and Wildlife. The hearing ended with the questions of the audience. (Appendix V)

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

HSA signed an agreement with Not Your Ordinary School (NYOS), a charter school in Austin, to conduct joint advanced science and mathematics education programs. These programs will be held after school hours and will also be extended by summer mathematics and science camps. The programs have two advantages. First, the students of HSA will have a chance to interact with their counterparts in other schools. Second, they will learn natural sciences in a more relaxed environment not to merely pass a class, but for fun. Moreover, the national and international science and mathematics competitions will be one kind of motivation for the participants. The joint activities with NYOS will be extended by joint arts exhibitions. The exhibitions will have two goals. First, they will provide motivation for extra curricular HSA arts program. Second, the inspiration among art talented students will be established.

Joint sports programs will be one of the essential parts of HSA summer programs. In this context, the representatives of HSA have got contacted with NYOS to conduct joint summer sports camps.

The representatives of HSA have contacted with the Austin Symphony Orchestra to help with the development of the HSA arts program. The symphony would like to provide tutorials in music appreciation to teach children how to enjoy a classical music concert.

The representatives of HSA have contacted with Texas Parks and Wildlife to organize a program about the wild life. The program will consist of seminars, field trips and habitat enhancement on school grounds.

The representatives of HSA have contacted with the City of Austin Solid Waste Services to inform the students about recycling. The program will consist of

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seminars supported by visual learning methods which will teach students why the recycling is important and how the process runs.

HSA and the Fire Department will organize a joint program to provide life and fire safety education. It will be done through interactive learning with comedy themes.

This will teach the students to get prepared for fire and minimize the risk of being injured.

The representatives of HSA contacted with Pathy O'Neill from the Charter School resource Center of Texas. She claimed that she could not give a support letter due to a number of applications for it, but orally approved doing joint workshops on curriculum with HSA.

Habib Akbulut, M.D., accepted the request of HSA to give presentations on health issues such as AIDS, health for life and cancer. This will allow the students learn more about these diseases.

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

1. Isa Sarac, Ph.D.

9900 Main St., Suite 500-504

Fairfax, VA 22031

Work Phone: (703) 591-7042

Nature of Experience: The President of Virginia International University, he is a supporter of Cosmos Foundation and has come to Texas and advised us on starting our charter school.

2. John T. Gatto

765 Sharon Road

Copiague, NY 11726-3319

Home Phone: (516) 842-0934

Nature of Experience: He is a distinguished educator (New York State Teacher of the Year in 1991 and New York City Teacher of the Year in 1989, 1990, and 1991) and author of books on education such as *Dumping Us Down*, *The Exhausted School*, and *A History of American Education* (forthcoming). His introduction to Cosmos Foundation started with a short talk after the seminar he gave in the American Institute for Learning Charter School in Austin. After being given information about the school, he told the board members that he would be glad to be a reference for the school.

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3. Robert Slater, Ph.D.

Texas A&M University

Department of Education Curriculum and Instruction

College Station, TX 77843

Work Phone: (409) 845 5099

Nature of Experience: An educator and a charter school founder of The Brazos School of Inquiry and Creativity in Bryan, he knows the President of Cosmos Foundation personally and has provided us with his expertise in education and charter schools.

4. Sandra Carrettin-Mulvany,

Program Coordinator

Department of English

University of Houston

Houston, TX 77204-3012

Work Phone: (713) 743 3030

Home Phone: (713) 721 3856

Nature of Experience: An educator and supporter of Cosmos Foundation, she has been a friend of the President of Cosmos Foundation and of his wife for six years.

5. Ronald J. Salo

1605 Raton Dr.

Arlington, TX 76018

Home Phone: (817) 472-6866

Nature of Experience: A friend of Suleyman Bahceci and Vahap Uysal, HSA board members, he is a supporter of Cosmos Foundation and an Evaluator in the General Accounting Office.

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

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### **III. GOVERNANCE OF THE SPONSORING ENTITY**

#### **A. Profile of the Founding Board and/or Initial Incorporators of the sponsoring entity (not applicable to governmental entities or college/universities)**

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

Incorporators of the Cosmos Foundation are made up of dedicated educators from distinguished universities such as the University of Texas at Austin, the University of Texas at Dallas, Texas A&M University and Rice University. This exceptional board also has a businessperson who is an active member of the community. Board members have a lot of experience in science, mathematics, and computer education at a national as well as at an international level. Members of this unique board are volunteers and no member is paid for the services he or she provides. Founding members are very excited about the opportunity that will be given to prepare students for this new millennium.

Because most members of the Board are from academia, they know what is necessary to prepare students for the standards of this millennium. The board's ultimate responsibility is to uphold the mission and the goals of the Harmony Science Academy by providing information technology to students and school employees. The board will also keep school program focused on science, mathematics and technology. The Board will protect the public interest and uphold the public's trust by applying the highest standards of service in governing the school according to its Charter, by-laws, and relevant state and federal statutes.

#### **Board Members of the Cosmos Foundation**

- Soner Tarim, ABD\*
- Yetkin Yildirim, Ph.D.
- Hakki Muratli, MS
- Ayhan Ekinici
- Coskun Cetinkaya MS
- Ali Yavuz Zeybek, Ph.D.

\*All But Dissertation

**Soner Tarim** is a biologist and ecologist. He has taught many courses in the field of biology, ecology, management and physical education over the years at the high school, college and graduate school levels. He has an exceptional

leadership and organizational talent. He organized symposiums and science projects for college professionals and high school students. He also developed and directed after school program at a private high school where he was awarded teacher of the year.

**Education:** BS Ataturk University, 1988; MS Ataturk University, 1990; Ph.D. Texas A&M University May 2000.

**References:**

1. Violetta Burke Cook, Associate Director  
International Programs for Students at Texas A&M University  
College Station, Texas 77843  
Tel: (409) 845 2550 (w)
2. Trent Martin  
Harris County Pollution Control  
Tel: (713) 920 2831(w)
3. Ben Wu Xinyuan, Assistant Professor  
Texas A&M University  
Department of Rangeland Ecology and Management  
College Station, TX 77843  
Tel: (409) 845 7334 (w)

**Yetkin Yildirim** might be the youngest scientist who earned doctoral degree from University of Texas at the age of 25 in engineering. He has accomplished many achievements in a short period of time. During his high school years, he established mathematics and science tutoring clubs for high school students and worked as a tutor. He was given the responsibility of teaching to undergraduates during his college year when he was working on his BS. He also taught various courses during his graduate study at the University of Texas at Austin where he is a post-doctoral fellow. He published an article about teaching methodology along with publications in his profession.

**Education:** BS, Middle East Technical University (METU) 1997; MS, University of Texas at Austin 1998; Ph.D. University of Texas at Austin 1999.

**References:**

1. Thomas W. Kennedy, Ph.D., P.E.  
Department of Civil Engineering  
The University of Texas  
Mail Code C1761  
Austin, TX 78712  
Phone 512-471-7741
2. Greg Cataldo  
3378-E Lake Austin Blvd.  
Austin, TX 78703  
Phone (512) 474-2787
3. Leslie G Wyrzten

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Mgmt Sci & Info Systems  
University of Texas  
Austin, TX 78712  
Phone (512) 322-9279

**Hakki Muratli** is a civil and structural engineer working for a private corporation in Dallas, Texas. He received his Master degree with high honors from University of Texas where he taught graduate and undergraduate level courses. From 1996 to 1998 he conducted advanced studies on a project funded by US Nuclear Regulatory Commission. He worked on the development of simplified experiments to enhance the understanding of basic scientific principles among elementary and high school students.

**Education:** BS, Middle East Technical University (METU) 1993; MS, University of Texas at Austin 1998.

**References:**

1. Martin Garcia  
12680 Hillcrest Road #2204  
Dallas, Texas 75230  
(972) 490-4065
2. Yildirim Sahin  
10661 Steppington Dr. #3098  
Dallas, Tx 75230  
(214) 369 4536
3. Sherry M. Whitlock  
3601 Bentfield Place  
Arlington, Texas 76016  
(817) 516-7857

**Ayhan Ekinci** is a businessperson. He holds a BS degree in Mathematics. After teaching mathematics two years in private high schools, he took over his family business where he is the CEO of the firm. He runs a successful international trade business and established his second import and export company in Houston, Texas. Mr. Ekinci has been teaching mathematics voluntarily to high school students in Houston area and helping them prepare for the SAT.

**Education:** BS, Ataturk University 1994. (Not complete Continues Studies at Rice University 1998).

**References:**

1. Yilmaz Dokuyucu, General Manager  
ARAMARK Corporation  
Tel: (713) 831 2782 (w)  
(281) 491 0866 (h)
2. Abbas Husain, President

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Canadian Star Investments, Inc.

Tel:(281) 242 4651 (w)

(281) 235 9458 (mobile)

3. Osman Ozkan, CEO

Ottoman Trade Inc.

Tel: (713) 941 7316 (w)

**Coskun Cetinkaya** is a doctoral fellow in the Department of Electrical Engineering at Rice University where he teaches graduate courses. Along with his advance teaching experience at Rice University he has been giving supplemental physics and science classes to senior and junior high school students voluntarily for three years. He also worked as a mathematics and physics teacher at Yalcinkaya Education Center from 1995 to 1996. He organized summer science and math schools for grades 6-12 for Cosmos Foundation in Houston, Texas.

**Education:** BS, Anadolu University 1994; MS, University of Southern California 1998; Ph.D. (candidate) Rice University.

**References:**

1. Edward W. Knightly, Ph.D.  
Assistant Professor  
Electrical and Computer Engineering, Rice University  
Tel: (713) 348-5748  
e-mail: [REDACTED]
2. Tarik Muharemovic  
Electrical and Computer Engineering, Rice University  
Tel: (713) 348-2471 (w)  
(713) 807-9344 (h)  
e-mail : [REDACTED]
3. Adria Baker, Ed.D.  
Director of Office of International Students and Scholars  
Rice University,  
Tel: (713) 348-6095  
e-mail [REDACTED]

**Ali Yavuz Zeybek** is an associate professor of communication. He has taught several courses in the field of mass communication, international communication and psychology at University of Oklahoma and Suleyman Demirel University of Kazakhstan. He was previously vice-president of Academic Affairs at Suleyman Demirel University of Kazakhstan. He has an extensive international diplomatic experience, having hosted events for many states and public officials.

**Education:** BA, Psychology, Dokuz Eylul University 1985; MS, Communication, Forth Hays State University, 1991; Ph. D., Communication, University of Oklahoma 1996.

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References:

1. Kate Reid, CCPS, CRMS, Senior Broker  
Coldwell Banker United, Realtors Houston, Texas  
Tel: (713) 623 8899  
Fax: (713) 623 0322
2. Barbara Glenn Miller, Sales Professional  
Keller Williams Inner Loop  
Tel: (713) 621 8001  
Fax: (713) 621 8048
3. Susan Engh, Program Coordinator  
Continuing Education, Televised Programs of University of Oklahoma  
Tel: (405) 325 3452  
Fax: (405) 325 7687

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

Each member of The Cosmos Foundation will have and play an important role in upholding the vision and the goals of Harmony Science Academy by providing the well-being of the institution in the present as well as in the future. The board members will set the policy to enforce laws, and regulations. The board will meet to plan and make decisions for the educational welfare of students and see that the school is well run. No promises will be made nor preferential treatment will be given to special interest groups. The board will also fix, approve and adopt a budget.

Members of the board will bring their expertise and world of view to the Harmony Science Academy so that the norms of the millennium and the mission and the goals can be achieved.

One person from reputable universities was chosen among groups of scientists and business people who have dedicated themselves to support the necessity of a college preparatory high school.

Each board member has chosen to support the formation of a charter school because each person understands the importance of putting educational goals within the reach of all children. In addition, each board member has specific and personal reasons for supporting the formation of a charter school.

**Soner Tarim**, who is a biologist and ecologist, would like to expand the worldview of children in the areas of science and environmental awareness. **Yetkin Yildirim** would like to enhance the knowledge of students in the areas of mathematics, science, and engineering. **Hakki Muratli**, who is a structural engineer, hopes to add basic principles of science to the curriculum of Harmony Science Academy. **Ayhan Ekinci** hopes to bring awareness of domestic and

international business relations to the board of Harmony Science Academy. **Coskun Cetinkaya**, who has a background in electrical engineering and computer science, plans to connect the world to Harmony Science Academy through the internet and various forms of telecommunications. Finally, **Ali Yavuz Zeybek** plans to keep the board members current on issues of mass communications while acting as a liaison between the board of directors and the larger community.

**3. Describe the following:**

**a. the officer positions designated;**

Soner Tarim, President  
Hakki Muratli, vice-president  
Ali Yavuz Zeybek, vice-president  
Ayhan Ekinci, Secretary  
Yetkin Yildirim, Treasurer  
Coskun Cetinkaya, member

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

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

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

A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of the majority of the Board of Directors.

**d. the manner in which vacancies on the governing board are filled;**

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

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

Each director shall hold office until a successor is elected and qualified. A director may be elected to succeed himself or herself as director.

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

After the first election, the terms are to be staggered.

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

Once The Cosmos Foundation has established Harmony Science Academy, teachers and parents who support the vision and the goals of the school will be welcomed to the governing body.

**B. School Management Board**

**1. Biographical Affidavit for each member of the school management board if different from board of sponsoring entity listed in Section I above. (Appendix IV)**

Ali Yavuz Zeybek Ph.D., President  
Yetkin Yildirim Ph.D.  
Vahap Uysal MS  
Suleyman Bahceci Ph.D.  
Coskun Cetinkaya MS  
Lester Kurtz Ph.D.  
Charles Nelson ABD  
Maria Frances Curtis-Richardson MS  
Soner Tarim ABD  
Murat Torlak Ph.D.

**2. Describe the following:**

**the officer positions designated;**

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

The Governing Board will manage the school and all actions taken must be approved by a majority vote of the governing board. The Board will meet regularly every month for a monthly review of administrative matters. There shall be ten (10) members of the Governing Board of the Harmony Science Academy.

**the manner in which officers are selected and removed from office;**

Each year an organizational meeting of the Governing Board should occur. The officers of the Governing Board shall be elected annually by the Governing Board at the regular annual meeting of the Governing Board. If the election of

officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer may be elected to succeed himself or herself in the same office.

Any officer elected may be removed by the Governing Board with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer by a vote of the majority of the Board members present at a meeting of the Governing Board called for the purpose of removing officers, if a quorum is present.

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

Persons nominated for membership on the Governing Board of the Harmony Science Academy shall possess expertise in such disciplines as education, finance, human resources, administration and technology. Members of the Governing Board are elected by the Board of Cosmos Foundation during the regular annual meeting. Removal from office may take place if absence from three or more consecutive meetings of the Governing Board occurs. To remove a member, a majority vote of the Board is necessary. Furthermore, the Governing Board may remove any Officer at any time, with or without cause, by majority vote.

**the manner in which vacancies on the governing board are filled;**

A vacancy on the Governing Board may be caused by death, resignation, and removal from office or absence from three or more consecutive meetings of the Governing Board. If such absence is caused by reasons declared insufficient by a majority vote of the remaining members of the Board, any such vacancy shall be filled by the Cosmos Board at its next regular or special meeting. A majority vote of all the remaining members of the Board may fill any such vacancy.

**the term for which members of the governing body serve;**

The officers of the Governing Board shall hold office until the organizational meeting of the Governing Board following the date of their election and until their successors are chosen and qualified unless sooner removed by the Governing Board. A vacancy in any office, however created, may be filled by the Governing Board.

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

After the first election the terms are to be staggered.

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

The Cosmos Foundation will be the only private entity to be involved in the operation of the charter school. However, advisors with strong educational,

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administrational and financial background will be hired to improve the quality of the Harmony Science Academy.

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

A committee will be selected among teachers, parents and board members. This committee, which consists of two teachers, two parents and two board members, will make the textbook selection from among the textbooks that are included in TEA list.

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#### **IV. School Demographics**

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

For the first year, HSA will have 200 students (100 students for grade 6 and 50 students for each grade 7 and 8); then every year from year two to five, one additional grade will be added and an additional 50 students enrolled. After the fifth year the number of graduates will match the number of additional students, keeping the student population at or below 400 from grades 6 through 12. The maximum class size allowed will be 25 students. HSA reserves the right to extend school enrollment on demands.

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

HSA Charter School will be located in the central Austin area.

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

The central Austin area was chosen to access AISD students and surrounding area school students whose needs are not being met by regular math and science courses or the magnet schools. Students desiring a rigorous college preparatory curriculum may come from a 40 mile radius of the campus. Our location will be along major transportation arteries to facilitate working parents' schedules. Alternative sites within the Round Rock and Del Valle ISDs are being considered on the same basis. Our smaller teacher/student ratio provides a small class alternative to those students who desire to excel at a higher rate than the average public school classroom.

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## **V. Human Resource Information**

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

### **HIRING STANDARDS AND CRITERIA**

Harmony Science Academy believes that the quality of the professional staff determines the quality of education offered in the school. It is therefore the responsibility of the school administration to locate and recruit the best-qualified candidates to meet the school's educational needs. Candidates may include persons qualified to pursue the alternate method of certification.

Staff selection shall be based on strong academic preparation, professional competence, intellectual rigor, emotional maturity, enthusiastic professional attitude, knowledge of instructional practices, and ability to contribute to the furtherance of the school's educational goals. Attention shall be paid, among other factors, to the candidate's academic records and his/her previous relevant experience. Staff must demonstrate that they are aware that children have many different family circumstances and that they are willing and able to provide the educational support that a diverse student population needs in school.

Harmony Science Academy faculty members must fulfill their individual responsibilities and work in concert with the other members of the teaching team.

The Administration of the school will be responsible for advertising available jobs and soliciting applications from qualified candidates. A search committee of Administrators, teachers and parents (and, when appropriate, outside experts) will screen all applicants and make recommendations from the candidate pool and possibly interview a small subset of candidates.

The Administration will recommend to the Harmony Science Academy Board one or more candidates for hiring. The Administration shall nominate only candidates who meet the qualifications required by law or are eligible to meet such qualifications. It is the administration's responsibility to obtain a criminal history check of all school employees and to obtain proof of citizenship or eligible alien status.

Harmony Science Academy is committed to hire the individuals who are best qualified for the job without regard to race, gender, religion or disability unrelated to the job. Harmony Science Academy will adhere to relevant TEXAS laws in its hiring practices (see Appendix VIII).

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By a majority of votes, the Board shall approve employment and the initial salary. The figure for the initial salary will depend on the academic degrees of the employee and on his/her previous professional experience.

#### **SALARIES, CONTRACTS, HIRING AND DISMISSAL, AND BENEFITS (see Appendix VIII )**

The salary scale of initial hiring process will be developed by the Board. Initial estimates for budgeting purposes of the salaries that will be paid are as follows:

PositionSalaryFull-time teacher\$30,000/10 monthsHalf-time teacher\$12,000/10 monthsFull-time secretary\$20,000/12 months

Employee benefits will include Social Security, unemployment compensation, and other benefits required by law or federal regulation. Harmony Science Academy intends to include individual health care coverage as part of the benefits package for full-time employees.

#### **Employment Contracts**

The terms of employment for teaching and administrative staff of Harmony Science Academy will be determined by contracts negotiated within the parameters of relevant TEXAS statutes. Harmony Science Academy faculty and staff will be required to enter into individual term employment agreements resembling those used in business but explicitly stating that all requirements of the Charter Law are made part of the agreement. The teaching staff may be obligated to provide services during the Harmony Science Academy academic year, in-service days, or during the entire year depending upon their role in the school. The agreement affirms that any materials created by staff members for use by Harmony Science Academy, or produced using the staff or resources of the school, are works-for-hire, and all intellectual property rights are vested in the school.

#### **Annual Report**

The Principal will submit to the Board each year a report containing aggregate statistics of the performance of every grade on state-mandated tests and on other major assessments specified by the Harmony Science Academy curriculum. These data will not only identify individual students, but they will include statistical comparisons to indicate whether students are collectively benefiting from the instruction in each grade. After the Principal's report has been accepted by the Board, these data will be summarized in the Annual Report in the form prescribed by the Commissioner of Education, copies of which will be submitted to the local school board, County Superintendent of Schools, the Commissioner, and, upon request, to the parents or guardians of Harmony Science Academy students.

The Board will also include in the Annual Report a summary of the school finances, a list of staff, student demographics, any important changes in facilities, results of the parents' survey when available, a brief restatement of the School's

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mission and goals, and major objectives for the coming year. The latter will be identified by the Board after consultation with the teaching staff and with parents. The Annual Report may also serve as a prospectus and will explain how to request copies of the school charter, curriculum, and application forms.

#### Hiring Process

The hiring process has been divided into two distinct yet overlapping committees with the separate goals of recruiting qualified applicants and interviewing and hiring applicants.

#### Recruitment

The recruitment committee will be composed of as many interested individuals from the membership as needed in order to design and administer a thorough, standardized, and well-publicized process to recruit qualified applicants. All applicants will be asked to submit a cover letter that states their qualifications and their education philosophy, as well as a resume and names of three references.

The recruitment committee as a whole will select from the pool of respondents a list of candidates who meet our minimum requirements. The recruitment committee may also recruit specific individuals who come to their attention and who possess experience or expertise considered especially valuable to the school.

#### Interview

The interview committee will be composed of the Principal, some members of the Governing Board and some additional members of the recruitment committee.

The interview committee will call candidates and arrange for a first interview. Each candidate will be sent a copy of the Charter School Application. The first interview will consist of conversation and question and answer exchange. General provisions of all contracts and benefits will be provided to the candidates. The interview committee will use an interview score sheet for each candidate and follow a preset question format to ensure a standardized and fair process.

A second interview will consist of a teaching demonstration. The interview committee will arrange for a group of children to be prepared and available for the demonstration.

The interview committee will provide their top choices to the Governing Board for approval at a meeting. The full interim Governing Board must approve and then offer a contract to the final candidate(s).

#### Hiring and Dismissal

Upon selecting candidates for hiring, the Hiring Committee will present their recommendations to the Governing Board for approval. The Board will offer the approved candidate an employment contract.

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A majority vote of the Governing Board shall be required to terminate the employment of any Harmony Science Academy faculty or staff member. All employment contracts are contingent upon the termination of Harmony Science Academy contract between the Governing Board and the Texas Board of Education.

#### **Benefits**

Employees who enter Harmony Science Academy as members of the State Teachers' Retirement System (STRS) or the Public Retirement System (PERS) will continue their participation. They will contribute at the rate established by STRS or PERS. All employees who are not members of STRS must make appropriate contributions to the social security system. Harmony Science Academy will make all employer contributions as required by STRS, PERS, and social security. Harmony Science Academy will also make normal contributions for workers compensation insurance, unemployment insurance, and all other payroll obligations of an employer.

#### **B. Administrators**

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

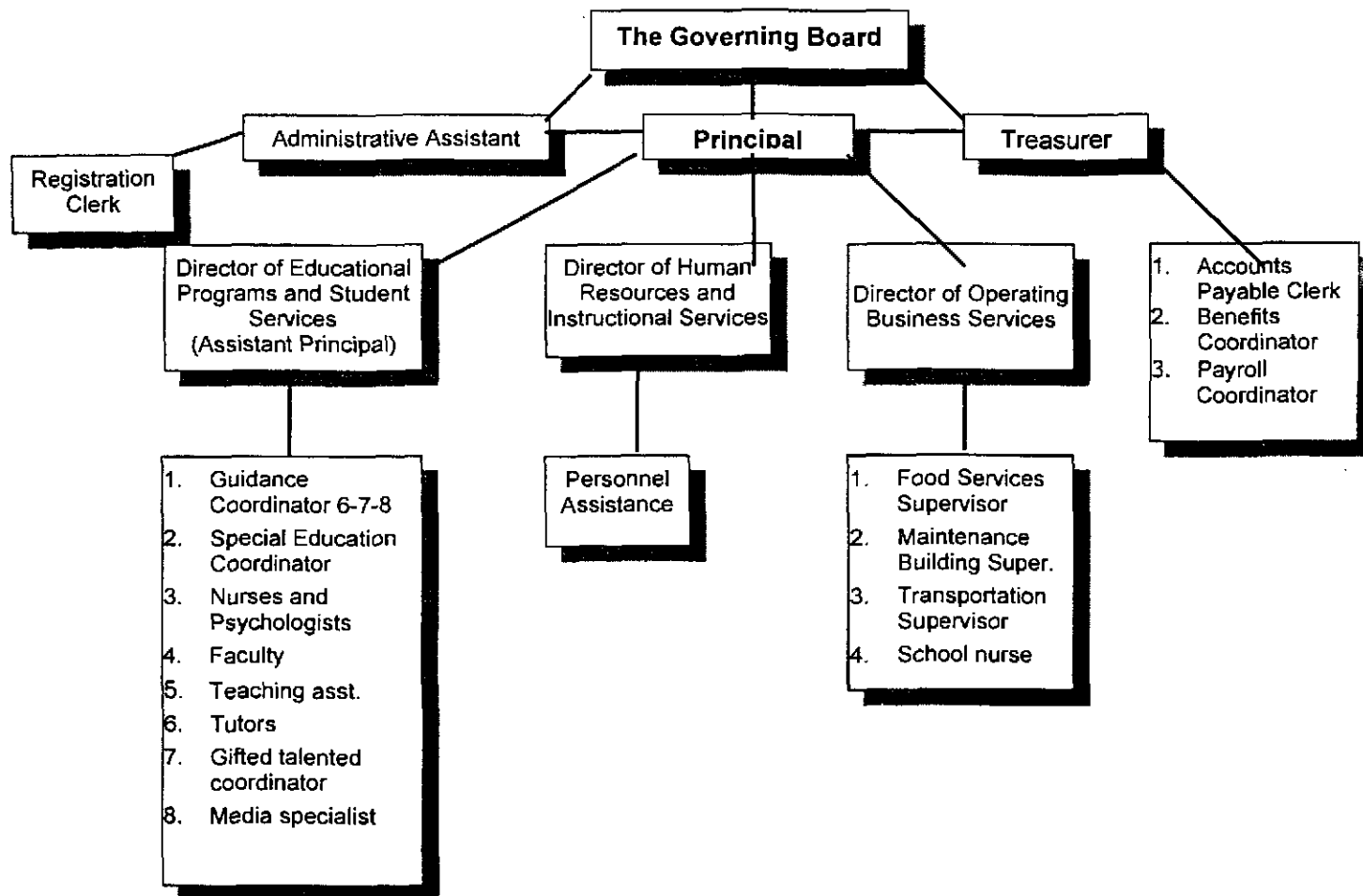
Our administrator will be hired based on qualifications upon charter approval.

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## 2. Power and Duties

### a. Who will be the school CEO? Describe the chain of command. (attach an organizational chart)

The Principal will be acting as a CEO whose qualifications and responsibilities are as mentioned in the next section.



**Administrative Position Chart**

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

The CEO will possess a minimum of a master's degree in education or in a related subject area and TEXAS supervisor certification. TEXAS certified teaching credentials will be required for the Principal as well. The CEO should

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have excellent communication skills and a shared vision to the Harmony Science Academy's mission. Another criterion for the Principal will be having a minimum of 5 years of teaching and/or administration experience.

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

The Administrative Assistant should have experience in business management, accounting and records management of public schools. Knowledge and expertise in general accounting and bookkeeping will be an asset. Excellent communication skills will be required. As for the Treasurer's qualification criteria, he / she will possess a minimum of a Bachelors of Business Administration in accounting with 3 years of work experience and will excel in bookkeeping.

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

The Principal will be acting in the core of the administrative chart. As for the responsibilities of the Principal of Harmony Science Academy, he/she is an integral member of a learning community comprised of students, staff and families. The Principal must support shared decision making, promote collaborative leadership and require accountability from all people in the school.

In addition to serving as the educational leader of the school, the Principal is responsible for planning, budgeting, facilities management, scheduling staff development, and supervision and evaluation of staff.

The Principal is responsible for running the school efficiently, while advancing the ideals of the school. The Principal serves as a nonvoting ex-officio member of the Governing Board. The Principal will establish and maintain regular communication with local boards of education, superintendents, and county administrators.

Ultimately, the Principal is responsible for knowing each student on a personal basis and maintaining positive relationships with parents/sponsors. The Principal should be organized, flexible, creative, and accessible.

The responsibilities of Administrative Assistant are the following. He / She should ensure that the office of the school runs in an efficient, friendly and accountable manner. The Administrative Assistant will receive phone calls and forward calls to the appropriate party as needed. The Administrative Assistant will ensure all classes are covered by appropriate staff and arrange for substitute teachers as needed. The Administrative Assistant will supervise the operation and maintenance of the school facility and arrange for repairs when necessary, including the hiring of cleaning and repair staff.

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Another member of the administrative personnel will be The Treasurer The treasurer will:

- Advise, inform, and recommend to the board on fiscal matters and appropriate financial ramifications of educational decisions.
- Develop budgets, financial analyses and long term protections in coordination with the principal.
- Assist administrators in development of site budgets.
- Coordinate the employee fringe benefit program.
- Maintain all accounting functions and internal controls (payroll and payables).
- Be the secretary to the board for all proceedings except when excused.
- Perform all other statutory responsibilities.

**e. How will administrative personnel be evaluated?**

Administrative staff will be evaluated once yearly by the Governing Board. As a part of the evaluation procedure, the Governing Board will specify clearly defined criteria for performance review. These criteria include commitment to Harmony Science Academy's mission and goals, a high level of professionalism, and high level accomplishments. The Governing Board also specifies the tools to be used in the evaluation process. Such tools may include written evaluations based on performance, classroom observations and comparisons of the students' performance on major assessments specified by Harmony Science Academy curriculum in each grade level. Administrative staff should run the school efficiently to accomplish the school vision. The interaction between individual administrative-teaching staff and administrative parent-parent will constitute a significant criterion in evaluation of administrative personnel. The Personnel and Community-Relation sub-committees will be actively involved in that stage.

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

The salary scale for the initial hiring process will be developed by the Board. Initial estimates for budgeting purposes of the salaries that will be paid are as follows:

Position Salary:

Principal (Lead Teacher) \$40,000/12 months,  
Administrative Assistant\$30,000,  
Treasurer\$12,000(Part time)

Employee benefits will include Social Security, unemployment compensation, and other benefits required by law or regulation. The Harmony Science Academy intends to include individual health care coverage as part of the benefits package for employees.

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### **C. For Faculty and Staff**

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

The qualifications for Teachers are the following: TEXAS certified in elementary education (or high school once those grades are present in the school); teaching experience; demonstrated ability to work with multi-age groupings; experience in constructivist education, child-directed learning, project-based learning and/or portfolio assessment; at least one teacher will have special-education experience.

As for Teaching Assistants, they should be college graduates with the demonstrated ability to interact constructively with children and to work with multi-age groupings. They will be able to help facilitate interaction with the school-wide community as well as the outside community.

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

Student-Teacher Ratio is equal to or less than 16:1.

Student-Classroom Ratio is equal to or less than 26:1.

Principal/Head Teacher: 1

Classroom Teachers: 4 full time and 6 part time

Special Subject Teachers (art, music, physical education): 3 full time

Technology/Media Specialist: 1

Administrative Secretary: 1

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

The staff and faculty will be hired based on their qualifications and upon charter approval.

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

The nature of Harmony Science Academy will permit teacher evaluations to be both informal and formal. Because family/school interaction is central to the mission of our school, informal evaluation of teachers will be ongoing during staff meetings, parent-teacher conferences, and daily interactions among children, teachers, the principal, and parents. The degree to which teachers are able to work compatibly with other staff, students, parents, the principal, and school volunteers in the development and implementation of students' goals and in the resolution of conflicts which arise during the academic year will be a central factor in their evaluation.

Formal evaluation is overseen by the Principal (who reports back to the Governing Board) and will be conducted twice a year. The Principal will spend at

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least half of a school day with the teacher and class as a participant-observer. Both teacher and Principal will write a brief summary of the observation period, noting learning goals, activities, strengths, and a reflection on which teacher actions/attitudes might have enhanced the learning activities. These summaries will be completed and exchanged within one week of the observation, after which the teacher and Principal will meet to discuss them. Subsequent observations will build upon the objectives from each previous observation.

We believe teachers must be able to use information from student assessment as feedback on the effectiveness of particular instructional units or approaches. Both student and teacher assessments must serve as mirrors of each other for both parties to gain useful information from both evaluations. Thus, part of the formal teacher evaluation will include a summary of student performance, a review of teaching methods, identification of areas of curricular strength and weakness, and identification of staff development needs.

A final summative evaluation will be written by the Principal close to the end of the school year. This will include information about the teacher's readiness and ability to utilize feedback from previous evaluations in order to improve student learning. It will also include a self-evaluation written by the teacher. Finally, both parents and students will have the opportunity to give feedback via separate Parent and Student Feedback Questionnaires designed to assess information about teaching methods, teacher accessibility and responsiveness to parent and/or student concerns, etc. The student questionnaires will be tailored to the developmental level of children, and for young children, will be administered via a structured interview with a school volunteer.

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

All teachers are responsible for implementing the mission and education program of the Charter School in a safe, peaceful, stimulating and aesthetically pleasing classroom environment. They should develop in conjunction with other staff and community members the school's civic institutions as well. To work collaboratively with staff members to develop curriculum is expected from teachers.

Teacher jobs include developing long- and short-term learning goals that will comprise each of their student's Personal Education Plans. It is also expected for teachers to develop and maintain each student's portfolio. He /She should conduct regular individual and group meetings with parents/sponsors to discuss student progress and community issues. He /She should also participate in daily planning, evaluation and collaborative meetings with co-workers. Teachers are expected to undertake regular professional development.

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The primary responsibility of a Teaching assistant is to help conduct a safe, peaceful, and stimulating classroom environment. The other requirements expected from Teaching assistants are the following: working collaboratively with a supervising teacher; taking charge of certain activities as recommended; taking charge of the domestic activities of the classroom and assisting students in meaningful ways; and fulfilling lunch time, recess and dismissal duties.

The Harmony Science Academy will enlist professionals, experts and specialists such as tutors related to service professions on a fee per visit basis as needed.

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

In order to graduate from HSA, a student must demonstrate mastery of each of the commencement goals, complete the senior project, and complete the units of the courses mentioned in the educational plan. Each student earning an HSA high school diploma will take state-mandated courses in developmental sequence. A variety of assessment tools mentioned in the educational plan will be used to determine mastery of the commencement goals.

In the eighth grade, students get a head start on meeting graduation requirements when they take the eighth grade TAAS test. The results of this test will identify areas of strength and weaknesses in preparation for the exit level TAAS test, which they will take in the tenth grade. These tests also include Social Studies and Science in addition to Reading, Mathematics, and Writing. Students must pass the exit level TAAS test to get a diploma.

**D. Code of Conduct**

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

According to the Harmony Science Academy Philosophy, all students are to possess and display ethical and appropriate social behavior. Students are also to demonstrate respectful behavior to others, be held accountable for their actions, seek excellence in performance and practice integrity. General responsibilities of a student are the following :

- Students are expected to read and discuss the Code of Conduct with their parents and indicate both understanding and acceptance of such by returning a completed and signed copy of an acknowledgment form.
- Students are to be courteous to others.
- Students are expected to encourage and assist others.
- Students are to respect the authority of the school by:



- attending school daily, except when ill or otherwise excused, according to school policy
  - being on time for all classes and school functions where attendance is mandatory
  - following the student dress code policy
  - cooperating with all directives issued by school personnel, and
  - seeking changes in school policies and regulations through approved channels in an orderly and responsible manner
- Students are to cooperate with their teachers by:
    - following directions the first time given
    - being truthful and honest in responses
    - being prepared for class with assigned work and appropriate material, and
    - completing homework, class assignments and projects on time
  - Students are to develop themselves by:
    - establishing an effective working relationship with parents, peers and adults
    - meeting the challenges presented during their educational experience
    - striving to reach their fullest potential, and
    - setting individual goals by improving work and study habits

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

Students are subject to the penalties meted out under the legislative, judicial, and mediation systems they themselves will create as mentioned in the Discipline Action Plan. All penalties will consider due process and equal protection, as well as simple fairness and appropriateness. A preventative model of conflict resolution, which teaches a working system of skills to resolve conflicts productively, will guide classroom discipline. The basic tenets of this mode include active listening, understanding others' perspectives, speaking in ways that do not "put down" or condemn, understanding everyone's underlying interests, and brainstorming and implementing solutions.

Classroom educators will maintain a written record of any issues they deem problematic to the functioning of the classroom, the child's education, or well-being of other students. A written record allows for addressing problems reasonably, coherently, and progressively. It is the obligation of classroom educators as well as the administrative staff to ensure that disciplinary actions and decisions always consider due process and equal protection. Children will be guided to form peer facilitator groups to counsel among themselves and assist with showing expected behavior.

## **Discipline Action Plan**

The Harmony Science Academy Discipline Action Plan is summarized in three sections: DISCIPLINE SYSTEM, CLASSIFICATION OF SPECIFIC MISBEHAVIORS, DRESS CODE VIOLATIONS and UNEXCUSED TARDIES

### **Section 1: DISCIPLINE SYSTEM**

If at any time a student's disciplinary record includes five documented disciplinary actions or if serious or unacceptable behavior occurs, the student may be removed from school (See Section 2). The following code of conduct applies to behaviors both at school and during school sponsored and related activities.

The first disciplinary referral in a student's record will be a written warning. The warning will be sent home and must be signed by the parent. If referrals sent home to parents are not returned with parental signature, further disciplinary referrals may be issued and actions taken. Parents are encouraged to discuss each issue with teachers and administration.

The second written disciplinary warning given to a student by a teacher/staff member will result in a phone call by that teacher/staff member to the student's parent(s)/guardian(s) to explain behavior(s) and give warning for possible future disciplinary actions. The teacher/staff member will note that the phone call was made and that such warning has been given.

If a student receives three referrals, the student's mentor/teacher will contact the parent(s).

Four or more disciplinary warnings in a student's record will result in a parent meeting with the student's teachers and/or vice-principal to discuss the student's behavior, gather information, and discover patterns and circumstances surrounding the student's behavior. The purpose of the conference will be primarily to develop a plan that will help the student to control misconduct and effectively participate in the school's educational process. This may include disciplinary actions, such as, but not limited to, alternative classroom placement and/or suspension/expulsion from school. The conference will also set the guidelines by which the student will abide in order to remain in school.

If, after a conference between parents and staff, further behavior results in additional disciplinary warnings, disciplinary actions will be administered at the discretion of the principal.

Serious misbehavior or actions occurring outside of a particular classroom are handled at the discretion of the administration. Lack of participation of student and/or parent(s) in the process does not preclude action to be taken by the administration.

### **Section 2: CLASSIFICATION OF SPECIFIC MISBEHAVIORS**

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The following list includes examples of behavioral actions that will receive no warning and will be assigned the appropriate level of disciplinary action, as deemed appropriate by the administration. These are to include, but are not limited to:

- vile, abusive or vulgar language
- defacing school property
- deceitful or dishonest activities, fighting, gambling, theft, obscene gestures or actions
- defiance or refusing to follow the directions of adults
- injury to any person, intentional or not, caused by horseplay, malice and/or disobedience to rules or standards of good conduct
- unexcused absences

The following list includes examples of behavioral actions that will receive no warning and may result in the student being immediately removed from school.

- Any criminal activity, including but not limited to possession or use of weapons or controlled substances, alcohol, smoking, aggravated assault, terrorists threats, arson, sexual assault, retaliation

- Any activity that is dangerous or potentially dangerous to other people conducted in a premeditated way

- Any felony criminal conviction reported to the school by official authorities

### Section 3: DRESS CODE VIOLATIONS and UNEXCUSED TARDIES

- The first two unexcused tardies to school or in a particular class will result in a warning. The teacher/staff member that issues that warning(s) will make a written record
- Third and subsequent tardiness will result in an appropriate level of discipline in accordance with Article III, Sec. 2 and/or stated attendance policy
- Dress code violations will be handled with equal severity, as any other disciplinary violation. Students/parents not willing to abide by the dress code throughout the day should rethink their enrollment in HSA. Dress code violations are not to become disruptive behavior

As far as Student Rights are concerned, students may express their beliefs, providing they do not disturb fellow students. Students may express their beliefs during classroom discussions and in the context of appropriate class assignments. School officials may allow religious songs and symbols if they are presented in a prudent and objective manner and only as part of the cultural and religious heritage of the holiday. School officials may teach the religious significance of a holiday as long as it is presented objectively as part of a secular program of education.

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

Attendance is one of the main factors for the educational success of students. According to Harmony Science Academy policy, a student must be in attendance for at least 90% of the days a class is offered during a semester. A student who is in attendance less than 90% of the days a class is offered in a semester shall not be given credit for the class unless the attendance committee finds that the absences are the result of extenuating circumstances. For example, 90% of the class days represent 9 days for the first semester and 9 days for the second semester that a student is allowed to be absent before an attendance hearing is convened.

When returning to school after an absence, a student must bring a note signed by a parent that describes the reason for the absence. Verification of any illness by a medical doctor may be required if a student's absences are more than three (3) consecutive days, or if the reason given is suspect.

However, the following is considered as extenuating circumstances for the purpose of granting credit for a class:

1. Excused absences based on personal sickness, sickness or death in the family, quarantine, weather or road conditions making travel dangerous, or any other unusual cause acceptable to the principal.
2. Days of suspension.
3. Participation in court proceedings or child abuse/neglect investigation.
4. A migrant student's late enrollment or early withdrawal.
5. Days missed as a runaway.
6. Completion of a competence-based program for at-risk students.
7. Late enrollment or early withdrawal of a student under the Texas Youth Commission.
8. Teen parent absences to care for his or her child.
9. Participation in a substance abuse rehabilitation program.
10. Homelessness, as defined in federal law.

An Attendance Committee will be appointed by the school administration to hear appeals from students who are in attendance less than 90% of the days the class is offered. The Attendance Committee will consist of the student's teacher(s), counselor, and the principal or his or her representative. The attendance committee will have the authority to:

1. Excuse excessive absences.
2. Offer alternative ways for students to make up time and school work missed.
3. Deny credit.

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## **VI. Business Plan**

### **A. Financial Management**

Harmony Science Academy will serve a diverse population of students under a charter granted by the Texas Board of Education. The projected budget here lists the revenues by source such as state general-purpose aid, state and federal program revenues, grants, earned income, charitable contributions, etc. Expected expenditures are listed by their use such as expenditures on salaries, on benefits, on books, on rents and utilities, etc.

**1. Develop a preliminary startup budget, covering only the planning and capital expenses necessary before school opening and with supporting letters of credit and documentation verifying private sources of funds.**

See explanation for question 2 below.

**2. Present a three (3)-year budget covering all projected sources of revenue, both public and private, and planned expenses.**

Explanations to parts 1&2:

To raise the start-up funding several grant applications will be made and the preparations of these grant writings are already in progress. In addition, \$100,000 will be loaned from a local bank. The Governing Board members will make personal donations to fund the start-up of the school and will try to collect funds from potential donors.

The basic source of the Harmony Science Academy's revenue is the estimated State Aid (ESA) calculated based on Average Daily Attendance (ADA). We assume that the maximum possible state aid per student is \$4,000 and the ADA is equal to 85%. Then the formula for ESA:

$$\text{ESA} = \text{ADAX} \$4,000.$$

Other sources of Harmony Science Academy revenue will be state general-purpose aid programs, state transportation aid program, funds from the federal Title I compensatory aid program-the federal government's largest K-12 aid program and federal funds for child nutrition, grants from the federal government's charter school grant program, grants and donations from local charitable foundations.

The expenditures are projected as follows. The school's budget focuses the majority of its funds on staff, but does so in keeping with the school's design

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principles. While the program provides a salary range of \$22,500-\$40,000 per teacher, teachers may make additional money, depending on where they place on the performance-based schedule. Also, the staff salary fund includes several insurance and Social Security expenses.

Harmony Science Academy places a relatively heavy emphasis on investing in technology. The level of expenditures on technology is quite high relative to most public school budgets. The school will spend relatively heavily on telephones to ensure that all staff has access to both voice and Internet communications.

As circumstances change and when actual figures become available, a sub-committee and the school's treasurer are going to prepare a report for the Board of Trustees of Harmony Science Academy. The report is going to help us to adjust the difference between the planned and the actual budget.

Table I below shows the projected budget of Harmony Science Academy for the fiscal years 2001, 2002, and 2003. In Table II we provide the explanatory information for Table I. To be compatible with Texas Education Agency's requirement we also provide Harmony Science Academy's budget plan in the state-provided template in (Appendix VIII)

**Table I: The Projected Budget of Harmony Science Academy (dollars)**

	FY2001	FY2002	FY2003
<b>RECEIPTS</b>			
Beginning Cash Balance			
From Local Sources			
Start-up Funds	280000		
Enhancement Grants			
Investment Earning			
Other (Including the leftover money from previous year)	100000	81500	15860
From State Sources			
Basic Formula (Students*\$4000*%85)	680000	850000	1020000
Unit Funding			
Disadvantaged Public Impact Aid			
Special Education Excess Costs			
Other State Revenues			
From Federal Sources			
Federal Sources(for supplemental)			
Programs not in budget			
Transfers and Advances In			
Federal Community School Grant	50000	50000	
Total Receipts Including Start up Fund	1110000	981500	1035860
Administration			
Salaries (see Schedule A)			
(Lead Teacher, Secretary, Treasurer)	72000	74880	77875
Benefits (see Schedule B)			
(Lead Teacher, Secretary, Treasurer)	20160	20966	21805
Instructional Services			
Salaries (see Schedule A)	304000	316160	328806
Benefits (see Schedule B)	86640	90106	93709
Purchased Services (see Schedule C)	277700	288808	300360
Capital Outlay (Including Replacement see Schedule D)	168000	174720	181709
Repayment of Borrowing (see Schedule E)	100000		
Transfers and Advances Out			
Total Expenditures	1028500	965640	1004266
Ending Cash Balance	81500	15860	31594
Encumbrances			
Unencumbered Balances			

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**3. Present a three (3) year cash flow projection showing monthly cash in flows from all sources by month, including loans and all monthly cash outgoes for all purposes, including loans.**

For the monthly cash flow projection, see Table IV, Table V and Table VI (Appendix VIII).

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

As explained when answering parts 1 and 2 above, the other sources of Harmony Science Academy's revenue that will supplement the per pupil allocations will be state general-purpose aid programs, state transportation aid program, funds from the federal Title I compensatory aid program-the federal government's largest K-12 aid program and federal funds for child nutrition, grants from the federal government's charter school grant program, grants and donations from local charitable foundations.

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Table II  
Explanatory Information for Table I

<b>SCHEDULE A: SALARIES (FY 2001)*</b>	
Lead Teacher (\$40,000*1)	40000
Full-time Teachers (\$30,000*7)	210000
Part-time Teachers (\$12,000*6)	72000
Substitute Staff (\$)	
Paraprofessionals (\$12,000*1)	12000
Secretary (\$20,000*1)	20000
Clerks (\$12,000)	
Health Service Workers (\$22,000*0.5)	11000
Custodians (\$22,000*0.5)	11000
Subtotal (\$)	376000
<b>SCHEDULE B: BENEFITS (FY 2001)*</b>	
FICA (1.4%) (\$)	5264
Retirement, Professional (14%) (\$)	52640
Life and Disability (0.9%) (\$)	3384
Health and other insurance (12%) (\$)	45120
Subtotal (\$)	106408
<b>SCHEDULE C: PURCHASED SERVICES (FY 2001)*</b>	
Advertising, marketing, and recruiting (\$)	16000
Computer Equipment, repair, training (\$)	50000
Building leases (\$7500/mo.)	90000
Utilities: water & sewer, electric, gas (\$2500/mo)	27500
Cleaning Contract (\$700/mo)	7700
Maintenance, repairs, custodial supplies (\$)	5000
Telephone (\$)	8000
Insurance-Property and Liability (\$)	5000
Transportation	TBD
Food Service	TBD
Field Trips (\$50/student)	10000
Staff Development (\$1000/Teacher)	12000
Instructional materials and equipment (\$)	11000
Instructional supplies and library materials (\$)	5000
Printing, copying (\$)	11500
Legal Issues (Lawyer & CPA) (\$)	15000
Internet Access (\$)	4000
Subtotal (\$)	277700

\*All salaries and benefits will be increased by 4% each year of fiscal years 2001 through 2003.

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(Table II Continued)

<b>SCHEDULE D: CAPITAL OUTLAY (FY 2001)</b>	
Computer Laboratory (\$)	28000
Chemistry Laboratory (\$)	15000
Biology Laboratory (\$)	15000
Physics Laboratory (\$)	22000
Library (\$)	40000
Office and Classroom Furniture (125*student)	25000
Health Room (\$)	3000
Playground Equipment & Facilities (\$)	20000
Subtotal (\$)	168000
<b>SCHEDULE E: REPAYMENT (FY 2001)</b>	
Repayment of loan (\$)	100000
<b>SCHEDULE F: OPERATING ASSUMPTIONS (FY 2001)</b>	
Number of Students	200
Number of School Days	180
Number of Lead Teachers	1
Number of Full-time Teachers	7
Number of Part-time Teachers	6
Number of Special Ed Teachers	1
Number of LEP Teachers	1
Number of Health Service Workers	0.5
Student-Teacher Ratio	16:01
Number of Secretaries	1
Number of Custodians	1
Number of Clerks	-
Per student General Revenue (\$)	4000
Per student Transportation Revenue (\$)	-
Per meal-Food reimbursement	-

In the rest of this section, we provide information on parts 5 through 7.

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

#### **Appendix VIII**

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

Explained in part three.

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

Enrollment projections for the first five years of Harmony Science Academy's operation area as follows:

Years	FY2001	FY2002	FY2003
Estimated total number of students	200	250	300

## **MARKETING PLAN**

The Governing Board will set up a sub-committee to reach out to the community using flyers and brochures as well as through media coverage. The Austin-American Statesman, a local newspaper, will make a public notice for a meeting where Harmony Science Academy will be discussed.

The Governing Board will also hold open house meetings for parents of school age children in the city of Austin to promote the School's mission and philosophy and discuss educational plans for prospective students.

The Governing Board members will also contact local private and public schools, some local churches, and community centers, and give presentations about our school as an alternative solution to the educational needs of the community.

## **FINANCIAL RECORDS**

HSA is going to hire a part-time treasurer for keeping the school's financial records. The treasurer is going to be responsible for bookkeeping and financial records. We are going to have an agreement with a public accounting company to check all the records according to Generally Accepted Accounting Procedures (GAAP). The company will put all the records into the monthly and annual report format.

For the disposition of equipment, materials, supplies, facilities and an inventory system to maintain all the fixed assets in the school, the Governing Board is going to set up a sub-committee composed of one person from the Board of Trustees, one person from the school administration, and one person from the teaching staff. The sub-committee will be responsible to give advises to the Governing Board to purchase material and maintenance expenses.

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**Fixed Assets:** Fixed Assets are defined as "assets with a life greater than a year and with a value of at least (\$1000)."

**Plan For Purchasing Fixed Assets:** Purchase orders will be approved by two signatures: the Business Manager and a Financial Committee Member.

A purchase order will be forwarded to a vendor for purchase of the asset. The equipment will be received at the school by another individual other than the person originating the order. The following process will then be done:

- An asset number will be assigned to the equipment, and property tag will be created and attached to the asset.
- The purchase order will be matched with the original invoice from the vendor for accuracy of price and the number of pieces ordered.

**Disposal of Assets:** The disposal of assets requires the completion of a disposal form which lists the asset, the asset tag number, and the reason why the asset is being disposed.

- The asset tag will be removed from the asset before disposal. After the disposal form has been approved (by signature of Business Manager and a Financial Committee Member), the asset can be disposed of.
- The disposal form should then be forwarded to the school treasurer for updating of the physical listing.
- A physical inventory of the assets will be conducted at the end of every school year to reconcile the actual assets to the inventory on the books.

**Plan for Purchasing Supplies and Materials:** The Business Manager will initiate the ordering of basic office supplies. A purchase order will be completed by the Business Manager for supplies. The signatures of the Business Manager and a Financial Committee Member are required on the purchase order.

The purchase order will then be forwarded to the vendor for processing. The receiving person (i.e., a person other than the Business Manager) will verify the quantity of supplies.

The original invoice will be matched up with the purchase order and will be entered into the computer system for payment upon the terms granted by the vendor.

**Per-Pupil Expenditure Calculation Worksheet**

<b>Estimated expenditure for FY2001</b>	<b>\$1,133,005</b>
B) Total estimated student enrollment	200
C) Total Per Pupil Expenditure (A/B)	\$5,665

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## **B. Facility Management (Reviewed by Agency)**

### **1. Description of and address for the physical facility.**

Once Harmony Science Academy has received its Charter and has a signed contract in hand, it will forward the address of the facility to the State Board of Education.

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

HSA School Board is currently researching plans to acquire real property from public or private sources by lease, by lease with option to purchase, or gift for use as a school facility. At the time of submission of the proposal, the School Board has not chosen a facility. However, we have three alternative locations, and the preliminary agreement letters are attached from the real estate agency and the owners of the properties.

The main importance of these locations is their easy accessibility from Highways IH-35, Loop 1, HW 183 and HW 290. HSA will also facilitate the enrolment of a diverse student body from different parts of the city.

Immediately upon receipt of a 'letter of approval', the Board of Trustees of the Harmony Science Academy will finalize the preliminary confidential negotiations. The school's location will be in compliance with all state and federal regulations.

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

The building will be chosen according to its facilities, such as having at least 20,000 square feet of space, being handicapped accessible, having adequate parking, being adjacent to a playing field and basketball court, being in compliance with state and federal regulations, and its economical renovation potential.

The building for HSA will contain ten classrooms (700 sq.ft. each), computer and science laboratories (1000 sq.ft. each), a library (2500 sq.ft.), a cafeteria and a gymnasium for athletic activities.

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

The Harmony Science Academy Founders are currently pursuing a property that is available for lease contract. The initial lease will be for a term of five years, with renegotiation of terms at the end of the initial lease. Preliminary negotiations for this property are underway, but cannot be finalized until receipt of the Charter. Attached are preliminary lease agreements for the facility (**Appendix IX**). Chuck Winkley (479-1300) of Metro Realty can be contacted if any questions exist.

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

**Appendix IX**

**C. Student Attendance Accounting**

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

All of our school attendance accounting systems will be in accordance with the rules and regulations stated in *TEA Student Attendance Accounting Handbook*. Attendance records are important data for administrators, teachers, students and parents. We will use the MMS Attendance Tracking System. This system will automatically register all students for the first day of school. It will scroll an alphabetical list and highlight a student's name to enter and show Absence, Tardy, etc. This system will allow us to design and save our attendance bulletins and absence lists appropriate for distribution and reporting according to PEIMS codes. With this system, we will be able to produce state attendance reports that meet TEA requirements in ready-to-mail format.

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

The scheduling in HSA is divided into two rotating blocks: one long block (90 minutes) and one short (45 minutes) block. Math and Science classes are usually offered in the morning. Social studies, English, Art, Physical Education and Computer are held throughout the day. Music is introduced within the framework of the science and mathematics block. Music and Art are taught in multi-age groups, 6-8, 8-9.

Classes will be dismissed at 1:45PM one day per week to provide time for faculty meetings, teacher planning, and special studies such as Olympiad studies. Also, a number of times classes will be dismissed at 11:45AM for professional development. These dismissed classes will be made up during the week.

*Sample Weekly Schedule for each Grade*

	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
8:00-9:30	Science	Mathematics	Science	Mathematics	Science
9:35-10:20	Music	Social Studies	Art	Art	Social Studies
10:25-11:45	Mathematics	Physical Ed. /Health	Computer	Reading	Computer
11:45-12:15	Lunch Time				
12:15-1:45	English	English	Reading	Social Studies	English
1:50-3:20	Exploratory/ Tutoring	Exploratory/ Tutoring	Exploratory/ Tutoring	Physical Ed. /Health	Exploratory/ Tutoring
3:20	Dismissal				

*School Year 2000-2001 Calendar*

August 7-11	Faculty Meetings
August 14	First Day of School for Students
September 4	Labor Day (No school)
November 23-24	Dismissal for Thanksgiving
December 20-31	Dismissal for Holiday Break
January	New Year's Day
January 2	School Resumes
January 15	Martin Luther King Day (No School)
February 19	President's Day (No School)
March 12-16	Dismissal for Spring Break
April 20	Good Friday (No School)
May 28	Memorial Day (No School)
June 8	Last Day of School for Students

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

Eligible students who chose to attend HSA from low-performing schools will be considered on a non-discriminatory basis by lottery with some preference to eligible at-risk students. However, preference will be given to enrolled students and siblings of enrolled students residing in the same household for the convenience of parents, guardians, or custodians of those children. Transportation will be coordinated through the resident school district for the admission of students who are eligible for a public education grant, Texas Education Code, Subchapter G, and Chapter 29 will be followed.

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

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

Regular students' families will provide their own transportation through carpooling, parents' vehicles, or public transit. Special education students will be served by private reimbursement contract to the parents or Capital Metro's STS transportation services on a reserved basis. In the event Capital Metro has met its 50% service cap on such reservations, HSA will rent an accessible van and provide a qualified driver to meet these students' needs pursuant to their IEP.

**2. Describe provisions for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs. (If 10% of your students qualify for free or reduced lunch you are required to provide a breakfast program for those students).**

If 10% of our students qualify for free or reduced lunch and breakfast programs, such meals will be provided on site. HSA will contract for these meals to be delivered during its first year of operation. By the second year of operation, the Capital Area Food Bank will have established its Community Kitchen where such meals will be prepared for delivery to HSA on a contract basis. Otherwise, students will be expected to bring their lunches and HSA will provide a refrigerator for their storage during the day.

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## **VII. Geographic Boundaries and Statements of Impact**

### **A. Geographic Boundaries**

**1. Describe the geographic area to be served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served.**

The geographic area to be served by school consists of the following school districts: Austin Independent School District, Eanes Independent School District, Lake Travis Independent School District, Leander Independent School District, Manor Independent School District, Pflugerville Independent School District, Round Rock Independent School District, and Del Valle Independent School District (See attached Map in **Appendix IX**).

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

Austin Independent School District  
Dr. Pat Forgione, Superintendent  
Ms. Kathy Rider, President, AISD School Board  
1111 W. 6th Street, Austin, 78703  
(512) 414-1700

Certified Mail 01/21/2000

Eanes Independent School District  
Dr. Jeffrey W. Weaver, Superintendent  
Mr. Ladd Pattillo, President, EISD School Board  
601 Camp Craft Road, Austin, Texas 78746  
(512) 329-3626

Certified Mail 01/21/2000

Lake Travis Independent School District  
Dr. Gloria Berry, Superintendent  
Mr. Jim Cummings, President, LTISD School Board  
3322 South Ranch Rd. 620 South, Austin, Texas 78734  
(512) 263-4400

Certified Mail 01/21/2000

Leander Independent School District  
Mr. Tom Glenn, Superintendent  
Ms. Debra Farst, President, LISD School Board  
Box 218, Leander, TX 78646  
(512) 434-5000

Certified Mail 01/21/2000

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Manor Independent School District  
Dr. John Hardwick, Superintendent  
Mr. Ben Arellano, President, MISD School Board  
312 Murray Ave. Manor, Texas 78653  
(512) 278-4000

Certified Mail 01/21/2000

Pflugerville Independent School District  
Dr. Elizabeth Gardner, Superintendent  
Dr. Jeffery T. Burnett, President, PISD School Board  
1401 W. Pecan Street, Pflugerville, Texas 78660  
(512) 251-4159

Certified Mail 01/21/2000

Round Rock Independent School District  
Dr. Thomas Gaul, Superintendent  
Mr. Gaye Arnold, President, RRISD School Board  
1311 Round Rock Ave., Round Rock, Texas 78681  
(512) 464-5000

Certified Mail 01/21/2000

Del Valle Independent School District  
Mr. Jim Stewart, Superintendent  
Mr. David E. Perez, President, DVISD School Board  
2404 Shapard Ln, Del Valle, TX 78617  
(512) 385-0890

Certified Mail 01/21/2000

## **B. Statements of Impact**

**1. The sponsoring entity must send a copy of *Statement of Impact* to the superintendents of all school districts that are likely to be affected by the establishment of the charter school, including those districts from which the charter school will accept transfers.**

Letter of statement of impact were mailed to superintendents of all the school districts that are likely to be affected. Receipts of certified mail are included in **Appendix XI.**

**2. The *Statement of Impact* form should be sent to all affected districts no later than the date the application is submitted to TEA. Appendix XI.**

**3. The charter school application must include a list of the districts to which a *Statement of Impact* form was sent. Retain a copy of the return receipt from the post office and the date the form was sent and submit to the Division of Charter Schools upon completion. Appendix XI.**

**4. The superintendent *may* complete the *Statement of Impact* form and submit it to the Texas Education Agency by the date of submission of the**

**application to the State Board of Education. Upon receipt of each charter school application, Agency staff will determine whether all districts likely to be affected by the establishment of the proposed charter school received a *Statement of Impact*.**

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## **VIII. Governance Structures and Processes**

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

The Board of Cosmos Foundation will be instrumental in electing members of the Board. This will maintain continuity between the Cosmos Foundation's vision and future governing boards. It is imperative that the Governing Board makes its decisions for the present and future welfare of Harmony Science Academy as a whole, rather than in response to personal priorities or the wishes of vocal factions.

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

There will be only one school board, which is called the Governing Board. This is separate from the board of the sponsoring entity, which is called the Board of the Cosmos Foundation.

The Board of Cosmos Foundation, other than being the founding board of the Harmony Science Academy, selects the members of the Governing Board every year, as necessary.

The Governing Board will be responsible for:

- The general policies of the school;
- Approving and monitoring the school's annual budget;
- Receipt of funds for the operation of the School in accordance with the charter school laws;
- Solicitation and receipt of grants and donations consistent with the mission of the school;
- Hiring the school's Principal/Executive Director;
- Approving the school's personnel policies and monitoring the implementation of these policies by the Principal/Executive Principal and/or duly constituted committees; and
- Any other responsibilities provided for in the Articles of Incorporation Bylaws of this charter necessary to ensure the proper operation of the school;
- Ensuring that the activities of the school are in full alignment with the mission of the school;
- Attending the majority of meetings of the Board; and

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- Reviewing all materials received prior to each meeting; serving on one or more Board sub-committees.

There will be five subcommittees:

**Academic Policy:** Reviews curriculum to ensure compliance with the mission of the school; recommends policy changes to the Governing Board where appropriate; and participates in the development of program development and evaluation.

**Personnel:** Recommends job descriptions to the Governing Board; reviews Head of School recommendations for hiring and firing employees and makes recommendations to the Governing Board; and provides advice on personnel matters to the Governing Board and the Principal.

**Community Relations:** Seeks out active involvement of the community; acts as liaison between Board, staff, parents, volunteers, town, and community to ensure smooth operation of the school; plans social events; and oversees a strong home-school communication program.

**Finance:** Prepares annual operating and capital budgets for approval by the Governing Board; reviews monthly actual revenues and expenditures of the operating, capital, and enterprise activities and presents same to the Governing Board; prepares procedures to be performed by the audit subcommittee and reviews reports by this subcommittee for approval by the Governing Board; and provides advice on financial matters to the Governing Board and the Principal.

**Facilities and Equipment:** Determines space and equipment needs and costs associated therewith; negotiates lease; ensures compliance with all regulations; develops plans for any necessary renovations to site; monitors ongoing compliance with regulations; and oversees maintenance of building and equipment.

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

The committee of community relations will receive complaints from parents. In cases where the committee finds it necessary, complaints will be directed to the Governing Board, and the Board will be called for a special meeting.

Complaints from the employees will be directed to the personnel committee, which will provide advice to the Governing Board and the Principal. The Board may choose to create a standing Teachers' Advisory Committee to serve as a

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permanent channel for teachers to make their concerns known directly to the Board, including the Principal as a trustee ex officio.

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

Participation of teachers in the subcommittees will be encouraged. A standing teachers' committee will also provide feedback to the Governing Board in its self-evaluation exercises, which serve as the basis for future planning.

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

Parents will be encouraged to take part in the subcommittees. This will provide them with an opportunity to participate in the decision making process.

Students may influence issues of immediate concern to them in their daily school environment by forming a school government, which may provide input to the formulation of in-school discipline, codes of conduct, etc.

## **IX. Vision of the School**

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

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

It is our belief that each child has an inherent curiosity and love of learning; and each has a unique intelligence, capability, and learning style. With this in mind, we will create a student-teacher-parent/guardian triad. Our students will strive toward their highest levels of capability with an education addressing their individual learning styles, thus fostering within them a life-long love of learning.

Academic excellence, however, has to go hand-in-hand with exemplary attitudes. The development of healthy attitudes and values are essential to student success in the classroom and in the community. The purpose of HSA is to foster productive attitudes toward work, community, school, friends, and self. With a deep respect for family, school and community, the ideal HSA student will have the capacity to appreciate the opportunities life affords and to show a willingness to sacrifice for the common good as well as personal fulfillment. These attitudes are instilled most effectively through adult role models. In addition to being crucial to the implementation of HSA's vision, our staff will provide the most immediate role model for our students. Thus, the staff will be meticulously selected, trained, and held to the highest standards of conduct.

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

HSA will be a small, structured school delivering a rigorous, innovative educational program. We will begin with 200 students in grades 6 through 8. Grades 9 through 12 will be added one year at a time, with 50 additional students beginning at year two. Full enrollment for grades 6-12 will not exceed 400 students. We will add faculty with the growing needs of our school to maintain a student-teacher ratio of 16:1. Interest in rigorous early education crosses all demographic boundaries. HSA will seek a diverse student body and offer those students both excellence and equity in education.

By meeting its objectives, HSA will provide children with a positive educational and social experience in a structured, challenging yet nurturing environment. It will be a community in which students, teachers, and parents are jointly aware of and committed to the vision of the school.

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

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

There are specific elements required to accomplish our vision, which include:

- Rigorous curricula, instruction and assessment
- Leadership, governance, and staffing
- Parent and community involvement
- Technology

There is a need for whole-school design, involving a comprehensive and continuing effort to realize these five essential elements in an integrated manner. It is the educator's responsibility to construct a program that engages and motivates students to invest their talents, energy, and enthusiasm in completing their schoolwork in an exemplary manner. Each and every student at HSA will be regarded as a unique, valued and vital member of the school community. Individual attention in the form of one-on-one tutoring, intensive counseling and individualized goals is the key to motivating our students. Cooperation with area universities is an effective means toward enhancing the effectiveness of our tutoring system.

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

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## X. Goals for the School

### A. Student Goals: Improvement and Attainment

#### 1. Goals and Objectives

##### a. What are the school's academic goals for student learning for the first 5 years?

**Table X. 1** Academic goals and Measurable School Performance objectives

Academic goals	Measurable school performance objectives
<ul style="list-style-type: none"> <li>To read and write at grade level</li> </ul>	Percentile in Total Reading on the California Test of Basic Skills will be above the state average, school assessments; the school's average TAAS score will be above the state average
<ul style="list-style-type: none"> <li>To demonstrate mastery in Math and Science</li> </ul>	Projects, portfolios, exhibitions, and standardized tests will be above the state average in Total Reading on the California Test of Basic Skills, IB, AP, PSAT, TAAS, and SAT
<ul style="list-style-type: none"> <li>To demonstrate mastery of English Literature &amp; History</li> </ul>	Oral and written examinations, essays, standardized tests, lab practical
<ul style="list-style-type: none"> <li>To demonstrate mastery of a foreign language</li> </ul>	Essays, varied writing assignments, cultural performances and standard tests
<ul style="list-style-type: none"> <li>To demonstrate mastery of leadership skills</li> </ul>	Presentation skills, Meeting Facilitation, Action Plans, Conflict Resolution, Diversity Sensitivity, and Personal Leadership Qualities
<ul style="list-style-type: none"> <li>To develop computer skills for research, online homework and tutoring</li> </ul>	Demonstrate mastery in technology, e.g. software, computer languages
<ul style="list-style-type: none"> <li>To ensure that each student gains an understanding of his/her learning style</li> </ul>	Results of learning style inventory leading to improved achievement
<ul style="list-style-type: none"> <li>To ensure each student develops life-long learning skills</li> </ul>	Self-assessment, goal-setting, critical thinking, information processing, problem solving, effective communication, collaboration and cooperation, self-discipline, and creative expression

##### b. Non-academic goals for student performance

- High attendance rate ( $\geq 96\%$ )
- High participation in co-curricular activities such as clubs and organizations

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

Please refer the Table X. 1 above.

**3. How progress will be measured**

Individual student progress will be monitored by the classroom teacher, the principal of HSA, and the students. The school will demonstrate student improvement on standardized tests and compare favorably with schools having similar student populations. The following table indicates how progress will be measured relative to each goal listed above.

**Table X. 2: Progress Measurement**

<b>Student Goals</b>	<b>Performance Measure</b>
Proficiency in reading and writing	Varied writing assignments, portfolios, exhibition, and standardized tests
Mastery of designated goals in English, History, Math, Science, Art, and Foreign Language	Essays, exams, standardized tests, portfolios, exhibitions, lab practical, and oral examinations.
Mastery of specific leadership skills designated by school community (e.g. presentation, meeting facilitation, conflict resolution, diversity, sensitivity, and knowledge)	Essays, surveys, journals, portfolios, exhibitions, projects and performance examinations.
Identify Individual Learning Style	Self-assessment, goal-setting, individual and group projects, short and long term projects.
Technology and Computer	Portfolios, exhibitions, and projects.
Science and Math Olympiads	Placements of gifted students in Olympiads and competitions
Attendance	Daily recording and Informing parents monthly and immediately if student is not attending regularly
Co-curricular activities	Measuring student involvement in activities listed in Chapter XII item I-1.

**4. Timeline or method by which this progress will be reported**

Harmony Science Academy will develop a School Performance Index with the assistance of the school community, other charter schools and research universities. This performance index will consist of:

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- Standardized tests such as International Baccalaureate, Advance Placement, TAAS, PSAT, SAT and ACT results
- Annual end of year performance assessment
- Pre/post testing results
- Passing rates and courses passed
- Data from progress on leadership and other school standards
- Community service activities
- School-to-work initiatives
- Other measures of student performance such as competitions, Olympiads and college and career placements.

The School Performance Index (SPI) should compare Harmony Science Academy to schools that have similar student populations (e.g. race, gender, socioeconomic status). SPI will be updated when new data is collected. This may be when a test in a particular course is given to students, when students take standardized tests, etc. The Harmony Science Academy will report SPI to the affected school district yearly. The Harmony Science Academy will also report student grades to their parents at the end of each semester.

## B. School Goals

### 1. What are the goals of the school as an entity?

Please refer table below (Table X. ?)

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

Please refer table below (Table X. ?)

**Table X. 3: Progress Measurement**

<b>School Goals</b>	<b>Performance Measure</b>
To be recognized with successful educational performance	To be given Exemplary School Status. Higher scores than state average in standart tests such as SAT Placements of gifted students in Olympiads and competitions
To achieve a steady increase in community involvement	Art exhibit Science exhibit Volunteer in community activities
To establish teacher/parent/student triad	Monthly meetings with parties involved Participate social activities among triad Integration and fast communication among triad Daily recording and Informing parents monthly and immediately if student is not

	attending regularly
To keep the middle school graduates through high school	<p>The curriculum will be integrated across grade levels and subject matters</p> <p>The school environment will accommodate a variety of learning styles</p> <p>To have an extensive library and computer facilities that will attract students' inquiry.</p> <p>Internet connection will be made available</p>

### **C. Community Outreach and Marketing Plan**

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

We will publicize the school through the town via flyers, bulletins, newspaper advertising and other media (**Appendix XI**).

#### **2. What type of outreach will be made to potential students and their families**

Door-to-Door canvassing, town meetings at the locations where potential students and their parents live, and workshops at schools and other public institutions will be used. This process will also include outreach to parents, teachers, pediatricians, counselors, social service agencies, and other youth advocates.

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## **XI. General Description of School**

### **Statement of need**

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

- There is a lack of opportunity to attend a high achieving, rigorous academic program within the geographical area.
- According to the state of Texas AEIS reports for 1998, less than 27.2% of students scored above 1110, the critical SAT score.
- Most American students are not aware of the opportunities to compete in global math and science olympiads. HSA will raise students' awareness and begin the process of developing skills and the desire to compete at the highest level.
- Although employment trends point to the need for technicians with less than a college degree, the demand for professionals with a strong math, science and technology background outpaces many other non-technical careers.
- According to the national statistics, minorities and women are still underrepresented (about 10%) in the high-tech and science careers. HSA will focus its efforts on becoming a vehicle for minorities and women to select tougher Programs of Studies and careers based on the sciences.
- Traditional values for education and family are strong among minorities and recent immigrants. HSA meets that need and shares in those values.

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

- The size of charter school settings is conducive to phasing in grade levels gradually, allowing for a smooth transition each school year. HSA campuses will be no larger than 400 students.
- The HSA teacher:student ratio will be 1:16. This feature allows for smaller grade and class cohorts.

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- Charter schools provide parents with an alternative to large public schools and private schools. It is expected that parents selecting our program will become engaged and active in the programs. Charter schools offer parents options to participate in a more dynamic manner.
- HSA curricula are based on world class standards. Creativity and flexibility, hallmarks of charter schools, are attributes of our Educational Leaders. This will lead to a best practices approach to teaching and learning
- The Charter school philosophy will facilitate an innovative and entrepreneurial spirit that will foster a positive attitude and a caring educational community.
- We intend to educate and guide the parents on how to develop a positive attitude and approach towards their children, how to communicate and interact with their children more effectively, and how to deal better with their children's natural transformation and development.
- Branch groups will establish a standard among the teachers so that the school can ensure that all of its students are getting the best education possible in every branch of knowledge regardless of their particular teacher.

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## **XII. EDUCATIONAL PLAN**

### **A. Describe the educational program of the school to be offered**

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

The immediate goal of Harmony Science Academy is to prepare students for academic success in their further education, to enable students to keep open a broad spectrum of options for their future endeavors, and to prepare them to be responsible and productive citizens.

We believe that an educated citizen in the 21st century must have the skills and understanding to participate and work productively in a multicultural, globally oriented environment, including the skills required to use technology to its full potential.

The school will focus on core knowledge and essential skills so that children may achieve the mastery upon which further learning will build. The HSA education program also includes comprehensive health and physical education. The core HSA grade-level outcomes meet Texas Essential Knowledge and Skills (TEKS) and are defined in part by referring to existing national and international standards.

In the course of their studies, students in HSA are expected to develop and sharpen the skills necessary to formulate a question or define an issue. They will learn to find relevant information using appropriate tools and to evaluate it through critical thinking and quantitative analysis, based on which they will solve problems and make decisions. And they will be able to organize and present their work both orally and in written or graphic form.

HSA will strive to lead every student to these accomplishments which are essential to future success in school and at work, to the responsibilities of citizenship, and to the satisfactions of a cultivated mind.

HSA will be responsible for meeting the educational needs of its students without parents resorting to outside tutoring provided parents/guardians support the school's mission by ensuring home study sessions and homework completion. Beyond its core program, HSA is dedicated to challenging and stimulating every child.

HSA's other goal is to provide a real choice among education opportunities for students, parents, and teachers. The availability of choice is an important element in educational accountability and promotes higher standards throughout

the system. Those students whose families prefer a rigorous early education may choose HSA, while remaining free to return to the regular public schools in the district of their residence if they become dissatisfied. This mechanism puts emphasis on the needs of the students, and helps to ensure that these needs are met in either regular public schools or HSA. The accountability that choice encourages will also help maintain strong public support for public education as a whole.

In designing the educational program and its curriculum, teachers have reflected upon what adults do in their lives and what knowledge and competencies are required to be successful. The results of that discussion serve as the backdrop for decisions regarding curriculum development and instruction.

It is difficult, if not impossible, to discuss the curriculum outside of issues such as learning environment, instructional approaches and resources, personnel, and assessment. We will begin by stating that the state curriculum will serve as the minimum standard for the educational program. This decision is based on the realization that students will enter and exit educational programs over time. It is our responsibility to provide some consistent baseline of knowledge. All students will be given the opportunity and encouraged to take at least one foreign language. All students will receive keyboarding instruction. Beyond these minimums, the possibilities are completely open.

Decisions dealing with curriculum and instruction will be based on student interests, students needs as determined by assessment, and the state minimum requirements.

As indicated above, Harmony Science Academy expects its graduates to demonstrate a mastery of specific subject competencies. The following is a list of subject matter competencies that each graduate will acquire. These competencies are based on the Texas Essential Knowledge and Skills (TEKS).

**English Language Arts:** In the area of English language arts, students will: • Understand and appreciate literature and the arts as expressions of and ways to interpret human experience. • Obtain meanings from a variety of complex texts. • Be well read as demonstrated by reading a variety of literary works representing different genres. • Make informed interpretations of the purpose and meaning of literary works. • Convey interpretations of personal experience gleaned from literature. • Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions. • Evaluate how the form and content of a literary work contributes to its message and impact.

**Social Studies:** In the area of Social studies, students will: • Understand and apply civic, historical and geographical knowledge in order to become a citizen in



a diverse world. • Apply information, concepts and perspectives from the history of our nation and the history and development of other nations. • Deliberate on public issues, which arise in a representative democracy. • Use historical research to ask and answer questions about the past. • Recognize that regions can be defined in cultural, physical or political terms. • Accurately interpret and summarize information from maps, charts and graphs. • Understand the building blocks of representative government. • Understand the evolution of early civilizations and the development of new ideas, institutions and systems of thought. • Recognize that events in the past inform the present. • Understand the rich and varied achievements of diverse peoples.

**Mathematics:** In Mathematics, students will: • Construct mathematical models. • Use a variety of problem solving strategies. • Use advanced computing procedures. • Understand and apply advanced properties of numbers. • Understand and apply advanced methods of measurement. • Understand and apply advanced concepts of geometry. • Understand and apply advanced concepts of functions and algebra. • Understand and apply advanced concepts of probability and statistics. • Understand and apply advanced concepts of data analysis.

**Science:** In Science, students will: • Analyze real world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems). • Use the scientific method to ask and answer questions about the world. • Understand essential ideas about the composition and structure of the universe and the motions of objects in it. • Know basic earth, biological, physical and chemical concepts. • Understand basic concepts of matter and energy motion and forces.

**Fine Arts:** In the Fine arts, students will: • Participate in artistic activities. • Make informed interpretations of the purpose and meaning of artistic works. • Convey interpretations of personal experiences in expressive forms. • Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles, and contributions. • Explain how the form and content of an artistic work contributes to its message and impact. • Explain the role of the artist in providing service to the community and world.

**Foreign Language:** In the area of communicating in a foreign language, students will: • Obtain sufficient verbal fluency and written proficiency to communicate effectively in a foreign language. • Understand and appreciate the culture underlying a foreign language.

**Computer and Technology Applications:** In this area, students will: • Use technology to increase learning. • Understand and use current word processing systems. • Understand and use current spreadsheet software. • Understand and use current database software. • Understand and use current presentation

software. • Understand the uses of a networked system and the Internet. • Understand how technology can be of service to the community.

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

Traditional grade levels 6-8 and 9-12 will be considered middle level and secondary level, respectively.

## **MIDDLE LEVEL SCIENCE**

The science program is designed to use a constructive view of learning skills, sequences, and science knowledge. It is believed that we must build the student's own reality when introducing content. Meaning in science comes from relating the new experiences to what they already know, not from simply adding new knowledge to what students know.

The sequence of instruction necessarily begins with misconceptions or alternate understandings that the students have about the topic. Thus, it engages students in activities that help construct or reconstruct meaning. Science classes' strategies include:

Encouraging students to make their ideas explicit, presenting them with events that challenge their ideas;

Encouraging the process of hypothesizing, and the generation of alternative inspirations of models, enabling the students to explore these alternatives in informal and friendly ways, particularly through group discussion, and providing opportunities for students to use their new ideas in a wide ranges of situations so that they can appreciate their utility.

Harmony Science Academy has a science-oriented curriculum; programs will concentrate more on an experimental, hands-on approach to their current definition of science while increasing the abstract knowledge of science. The science curriculum of HSA includes advanced courses in each grade for talented, gifted students and those who want to study for Science Olympiads, one of the biggest goals in HSA.

Science is a dynamic ever-changing discipline; thus student will be encouraged to use computers and the Internet, plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they will create. The major purpose of the science curriculum is to teach children to become self-reliant, independent problem-solvers, concentrated in science subjects, which are merged with life in a consistent manner with what is known about adolescence.

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It is designed to create a high level of interest in learning that will become personalized and individualized.

Activities in science are designed to integrate appropriately with other subject areas. Students practice language art skills when they communicate their thoughts by writing and presenting speeches. They use mathematical skills by graphing or calculating. Social studies are integrated when students study the impacts of science and technology on the environment. The science curriculum is integrated with the latest scientific and technological improvements by putting them into curriculum as soon as they appear. It aims for the students to follow and be aware of the latest scientific improvements throughout the world via science and technology clubs.

## **GRADE 6**

Sixth grade science introduces the general properties of matter, forms of energy, ecosystem and change. The content is integrated in a curriculum with three primary goals: 1. Students will be able to use scientific terminology appropriate to their developmental level to make predictions in a system (e.g., ecosystems); 2. Students will learn to work cooperatively with other students to investigate, solve problems, and analyze laboratory data, and 3. Students will learn and demonstrate safe laboratory practices.

**GENERAL SCIENCE:** This course is an integrated study of the life, physical and earth sciences. It introduces to students the general properties and interactions of matter, motion of particles, forms of energy, structure of the earth, the atmosphere, weather, climate, ecosystem and change. In this course students will also learn structure and function of cells and organisms and will compare levels of organization structures and functions within living things. Students spend a significant amount of time performing laboratory work, discussions, group activities, demonstrations, and audiovisual presentations.

## **GRADE 7**

Seventh grade science focuses on the theme of 'structure'. Physical, earth and life science content are integrated in a curriculum with two primary goals: 1. Students will value and use science as a process of obtaining knowledge based on observable evidence. 2. Students will develop an understanding of structure as a general concept that is common to all content areas. Technology issues and the nature of science are infused into the core. An important part of this curriculum is the personal relevance of science.

**EARTH SCIENCE:** Students will compare and contrast the structure of the earth's crust and interior, relate the structure of rocks and minerals to their formation, do experiments with materials of different densities and search current and past ideas about the structure of the earth.

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**Life Science:** Students will understand the structure and function of cells and organisms, and will compare levels of organization structures and functions within living things. Reproduction and heredity will be focused on while classifying matter and organisms.

**Physical Science:** Students will evaluate the particulate nature of matter and will analyze evidence about particles of matter and the role of motion in the particulate description of matter. Experiments that illustrate the motion of particles will be designed and conducted.

## **GRADE 8**

Eighth grade science focuses on the theme of 'change'. Earth, physical science and life science's contents are integrated curriculum with two primary goals: **1.** Students will value and use science as a process of obtaining knowledge based on observable evidence. **2.** Students will develop an understanding of change as an organizing science concept common to all content areas.

**Earth Science:** Earth's crust and climate will be investigated. Students will determine the factors and events involved in changing Earth's surface and analyze evidence of geological changes, while describing climate variations and rock and fossil formation.

**Life Science:** Chemical and physical changes and reactions involving atmospheric oxygen (e.g. rust fire, respiration, and photosynthesis) will be differentiated. Students will research technological innovations related to chemical and physical processes (e.g. polymer, microwaves, digital recordings, and artificial flavorings).

**Physical Science:** Forces and energy related to motion are focused on in physical science at this grade. Forms and sources of energy will be identified, and the students will study various energy movements. The students will analyze energy movement and transformations by building and diagramming hands-on experiments like electric circuits. Especially students are encouraged to construct various machines and enter their work in science fairs and competitions.

## **SECONDARY LEVEL SCIENCE**

Harmony Science Academy believes as a philosophy that science empowers students to understand our world and how it works. Science, therefore, is the key that opens the doors that help students discover their own unique and important gifts. Their gifts must then be used to benefit the school community and the community at large. What characterizes and makes our science courses unique at the high school level is our approach of: •Requiring every student to take three

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years of science, not just two. • Exposing a large number of students to the study of physics, one of the best indicators of student success in college science courses. • Involving all students in an annual School-Wide Science Fair, which in turn prepares many for outside competitions held locally and statewide. • Making available three different computer classrooms to use for science class work. • Providing classes in research methodology. These offer students a chance to start and continue on the road to mastering the intricacies of scientific research.

#### Course Offerings for Secondary Level Science

GRADE 9	GRADE 10	GRADE 11	GRADE 12
Physical Science Biology (honors)	Biology (college prep) Chemistry (honors)	Physics (college prep) Chemistry (college prep) Environmental Science	Advanced Physics AP Physics Advanced Biology AP Biology Advanced Chemistry AP Chemistry

**PHYSICAL SCIENCE:** This course is an introduction to physics and chemistry. It also includes an overview of science and the scientific method. Students are provided an opportunity to consolidate their previous learning in science. They are also provided with a solid foundation to prepare them for further study in our science program. Topics covered in the physics section include motion, force, heat, sound, and light. The chemistry section includes the structure and classification of matter, chemical equations and reactions, and acids and bases. An emphasis is placed on problem solving. Opportunity is provided for some laboratory investigations.

**BIOLOGY (HONORS):** This course introduces the student to the science of biology. The fundamentals of cell structure and function will be covered as well as patterns and mechanisms of genetics and inheritance. Lab work involves microscope observation and chemical analysis of simple biological molecules.

**BIOLOGY (COLLEGE PREP):** Students who have passed Physical Science during their freshman year and who are taking or have taken Algebra I are recommended for this course. Biology is the study of living organisms using the inquiry approach. Through the use of laboratory techniques, class discussions, cooperative learning, current events and independent work, the student will develop an appreciation and understanding of the following modern biological concepts: microscopy, cytology, biochemistry, genetics, evolution, taxonomy, microbiology, animal and plant anatomy and physiology, and ecology.

**CHEMISTRY (HONORS):** The goals of this chemistry course are • students learn the facts, formulas, and principles that compose the standard high school

curriculum; •students understand the basic concepts underlying the facts, formulas, and principles; •students develop critical-thinking and problem-solving skills, not only to use in chemistry but, by extension, to use in everyday life.

**PHYSICS (COLLEGE PREP):** This course is directed toward the applied aspects of physics. Emphasis will be directed to the application of major principles to everyday experiences. The following topics will be of major concern during the year: Forces and Motion, Energy and Heat, The Conservation Laws, Forces in Nature, Properties of Matter, Electrical Systems, Wave Motion, Sound and Light, and Atomic Energy. The course includes group discussion, films, labs and tests. Mathematics will be kept to a minimum; "Hands-on" experiments will be emphasized; and visual means for problem solving will be stressed.

**CHEMISTRY (COLLEGE PREP):** The regular Chemistry course serves as the basic level, college preparatory course in chemistry. The purpose of the course is to prepare students who plan to pursue non-science careers for college level chemistry. The purpose of this course is to help students realize the important role that chemistry will play in their personal and professional lives, and learn to use principles of chemistry to think more intelligently about the current issues they will encounter that involve science and technology. Students should develop a lifelong awareness of the potential and the limitations of science and technology. The course emphasizes basic chemical principles, develops basic laboratory skills, and has the students learn problem-solving methods. The course stands alone as a basic study, but serves as a foundation for future science courses.

**ENVIRONMENTAL SCIENCE:** Environmental Science carefully analyzes the various interactions that are taking place between modern humans and their environment. Special emphasis is placed on our need for and use of energy and mineral resources. The course develops the ecosystem concept and the basic laws that govern energy / resources use. It examines our traditional energy sources and consumption patterns and then analyzes our current supply-demand situation. Finally, our alternatives for the future are carefully considered. In addition, the environmental and socioeconomic impacts of large-scale energy development and mineral use are examined. The role played by government, industry, international policies and the individual in the energy / resource / environmental system are all considered. Emphasis is placed on direct student involvement in specially designed and classroom tested lab-type activities. The text clarifies and expands on those activities. In addition, it provides questions, problems, and reference materials to help the student master the course content.

**ADVANCED PHYSICS:** In Advanced Physics, students will be introduced to the ideas of physics. This course focuses on the methods that physicists use in building models to describe the workings of the universe. The relationships between observation, measurement, and description will be explored in depth through experimental work in a variety of topics. Topics include mechanics,

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electric circuits, optics and thermodynamics, among others. Emphasis will be on experiment design and data analysis, with a focus on techniques for fitting mathematical models to measured data and assessing the validity of those models. Students will keep a logbook of their work and their results, and write papers to communicate those results to the rest of the class. Most of the time spent in class will be dedicated to lab work, with occasional class "conferences" for student presentations. Because of the nature of the work, this course requires strong math skills and an inclination towards independent exploration.

**AP PHYSICS:** This class places a strong emphasis on the mathematical aspect of physics. The course works out of an introductory level college physics book. Students in this class must have completed one year of physics. They should have a strong conceptual idea of physics and must be ready to apply this knowledge through algebraic and pre-calculus-based problems. Advanced Placement Physics is a fast paced course that challenges and continues to develop students' problem solving skills. The class reviews and builds on the topics listed in the physics course and introduces concepts of modern physics. Students are expected to take an initiative in their work, independently solving problems and learning to use resources available to them. Laboratories are also an important component of the course. Students are required to analyze and synthesize data at a more comprehensive level than in physics. They also must write laboratory reports using a word processor and spreadsheet.

Advanced Placement Physics prepares students for the SAT II and/or Advanced Placement Test. Students have the option of taking these tests. Review materials and practice tests are given periodically to students who want to work toward taking the tests. Advanced Placement Physics is for independently motivated learners who want to challenge their intellectual ability through reasoning and problem solving. Due to the intense focus of mathematics in this class, the student must have completed pre-calculus.

**AP BIOLOGY:** Advanced Placement Biology is a laboratory course designed for those who have completed both Introductory Biology and Chemistry. Our studies focus on traditional topics in biology, including biochemistry, cellular biology, bioenergetics, genetics, evolution and natural selection, phylogeny, zoology and ecology. Additionally, we will look at the history and philosophy of biology, posing such questions as: What are the essential qualities of living things? What were the origins of organic matter and living material on the planet? What are the driving forces of evolution? Is our existence in the universe merely a chemical coincidence or a deliberate happening? We ask such questions in an attempt to see how biology is a study, which gets right to the essence of life itself. In other words, we ask how we can question and investigate our very existence using a biological framework. This course utilizes a rigorous, college-level textbook. Consequently, this course is both reading and writing intensive. Students are assessed on daily class preparation, essay tests, papers of varying length, and special projects.

**ADVANCED CHEMISTRY:** This course will serve to extend the experimental work of Chemistry AP, or it can stand on its own by providing an opportunity for students to experience the topics in depth and experimental chemistry by pursuing intensive, independent as well as collaborative work in the laboratory. Students may elect to design and conduct a research project. The work culminates in the writing and presenting of a report or poster, or the performance of a series of demonstration experiments to an audience of peers and invited guests.

**AP CHEMISTRY:** The AP Chemistry course is designed to be the equivalent of the general chemistry course usually taken during the first college year. Emphasis is placed on chemical calculations and the mathematical formulation of principles. Quantitative differences appear in the number of topics treated, the time spent on the course by students, and the nature and the variety of experiments done in the lab.

### **MIDDLE LEVEL MATHEMATICS**

Mathematics curriculum is one of the most focused curricula in HSA. In the math curriculum it is important for students: **1.** To understand in what sense mathematics is the study of patterns and relationships, **2.** To become familiar with some of those patterns and relationships, and **3.** To learn to use them in daily life. Students will have considerable experience in making data, tables, graphs, and geometric sketches and using them, along with symbols and clear English, to describe a wide variety of patterns and relationships. Students will examine the limitations of mathematical models in describing and predicting events in real world. They will be encouraged to state their own criteria for what is a satisfactory result to discuss their judgments in terms of their purpose.

Three major characteristics of the HSA math curriculum are: **1.** Problem solving is the focus of courses. **2.** Basic skills in mathematics are defined to encompass more than computational facility. **3.** Mathematics programs take full advantage of the power of calculations and computers.

Students will be able to understand the mathematical significance of the operations while they will be able to perform arithmetic operations. By focusing on the 'why' behind the algorithmic procedures, we are preparing students for further study of mathematics as well as the quantitative literacy of daily life.

The mathematics curriculum is integrated throughout the curriculum as much as possible. It offers a range of courses to meet different developmental and ability levels. Students work at their level and take algebra at a time that is appropriate for them. There is a great range of advanced courses for those who have a talent for math, and they are encouraged to study for international and national Olympiads.

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## **GRADE 6**

Sixth grade mathematics is designed to make mathematics relevant to the student and to help the student become an independent problem solver and critical thinker. This course is accelerated, prepares students for algebra and geometry, and challenges those students with a high aptitude in math.

The main topics in the sixth grade in HSA are: • ratio, proportion, and scale, • probability and statistics, • the nature of functions, • algebraic expressions and equations.

**PRE-ALGEBRA:** The Pre-Algebra class covers all the topics in a pre-algebra class but places a special emphasis on reviewing basic skills. Students will explore and understand simple algebraic expressions, simple inequalities, and graphing and solving simple linear equations. This course is accelerated, prepares students for algebra and geometry, and challenges those students with a high aptitude in math.

## **GRADE 7**

The intent of the seventh grade mathematics program is to provide the students with the math skills needed to be successful in their individual life styles. The program will emphasize the mastery of basic mathematics skills and concepts.

The main topics in the seventh grade in HSA are: • Problem solving, • mental math, • estimation, • decimals, • patterns and number sense, • fractions, • introduction of algebra, • integers, • investigation in Geometry, • area, • surface area and volume, • ratio, • proportion and percent, • discrete math and probability, • functions and graphs.

**ALGEBRA:** Algebra is a course designed for those students who have already mastered the basics of mathematics and are capable of handling mathematics in a more abstract form. Students taking this accelerated class should be committed to continuing higher level course work in high school and committed to study math Olympiads and projects.

## **GRADE 8**

The scope and sequence of the eighth grade program is as follows: • review of pre-algebra concepts, • solving a full range of first degree and literal equations, • operations with polynomials, • factoring polynomials, • inequalities, • analytic geometry, • simultaneous equations, • functions, • rational expressions, • quadratic equations.

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**ALGEBRA I:** The eighth grade Algebra program represents an extension of the work most of the students did in the seventh grade. The pedagogy and instruction is basically the same. The students will learn the material by analyzing and studying statements, illustrations, and example. Topics in eighth grade Mathematics support the topics covered in the eighth grade science class.

## **SECONDARY LEVEL MATHEMATICS**

Accepted as a philosophy that "all children can learn," Harmony Science Academy will not track students into large groups, but will instead provide individualized tutoring, small group work and extra practices for those students who need more time to master complex concepts.

According to the National Council of Mathematics Teachers, a shift is needed from traditional 'paper and pencil' approaches which emphasize computation and rote learning to an approach which emphasizes the child gaining mathematical insight, reasoning, and problem solving skills. HSA will focus on creating a developmentally appropriate math curriculum where children are encouraged to understand the conceptual bases and quantitative analysis of mathematical relations. HSA believes that the logical thought processes of mathematics are necessary to the development of critical thinking. Through exposure to the basic courses, students not only attain the computational skills needed for everyday life but also develop their ability to think clearly and to present their thoughts in a precise, well-organized fashion. The program will be flexible in that it satisfies the needs of students who are not particularly mathematically oriented, while providing the challenge and interest necessary for those who want a sound mathematical background on which to base further study.

### **Course Offerings for Secondary Level Mathematics**

<b>GRADE 9</b>	<b>GRADE 10</b>	<b>GRADE 11</b>	<b>GRADE 12</b>
Pre-Algebra Algebra I (College Prep) Algebra I (honors)	Basic geometry Geometry Geometry (honors) Algebra II Algebra II (honors)	Algebra II (College Prep) Algebra II (honors) Pre-calculus Calculus	Calculus AP Calculus Advanced Mathematics Functions, statistics, and trigonometry

**PRE-ALGEBRA:** This course will prepare the incoming ninth grader for subsequent math courses at Harmony Science Academy. It will include patterns, relations and functions, problem solving strategies, numbers and number relations, geometric and algebraic concepts, measurement, estimation and mental computation, and data analysis and probability. This course is open to first-time ninth graders only and cannot be repeated.

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**ALGEBRA I (COLLEGE PREP):** This course will cover the basic axioms of mathematics and is the minimum required for any further study of mathematics. Topics covered include: integers, rational numbers and the four basic operations; the properties of numbers; equations, inequalities and their properties; exponents, polynomials, and factoring; the graphs of linear equations; systems of equations and their solutions by graphing and by elimination; inequalities and absolute values; rational expressions and equations; and word problems as applications of each topic covered.

**ALGEBRA I (HONORS):** This course covers the basic axioms of mathematics and is the minimum required for any further study of mathematics, too. Topics covered include the same topics with Algebra I (college prep); in addition to those subjects are the quadratic function; variation, direct and inverse, joint and combined; solving quadratic equations by completing the square and by using the quadratic formula; solving radical equations; word problems; and introduction to simple probability and statistics.

**BASIC GEOMETRY:** Basic geometry is designed to give students a solid foundation in basic geometric concepts and skills. Topics are highly integrated and will include mathematical reasoning, lines, reflections, transformations, polygons and congruence, and three-dimensional concepts.

**GEOMETRY:** Study of basic figures and shapes in planes and in space. Simple deductive reasoning is applied methodically to points, lines and planes while developing relationships and applications to other geometric figures. This study will cover triangles, quadrilaterals, regular polygons, and circles; congruency and similarity of the same basic shapes will be included; simple treatment of inequalities; special constructions and the related loci; areas and volumes. This course is required of all students.

**GEOMETRY (HONORS):** This course includes the study of basic figures and shapes in the plane and in space; simple deductive reasoning applied methodically to points, lines and planes while developing relationships and applications to other geometric figures. This course also covers triangles, quadrilaterals, regular polygons, and circles; congruency and similarity of the same basic shapes; simple treatment of inequalities; special constructions and the related loci; areas and volumes; simple treatment of coordinate Geometry; and Geometry proofs; transformations, including reflections, translations, rotations and dilatation, compositions of transformations, and symmetry.

**ALGEBRA II (COLLEGE PREP):** This course is a review of Algebra I and includes the study of rational expressions and equations; expressions and equations involving powers, roots, and complex numbers; transformations of functions and their graphs, especially stretching, shearing, cosmostal and vertical translations; and equations of the second degree: conic, ellipses, hyperbolas, and parabolas.

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**ALGEBRA II (HONORS):** In addition to the subjects of Algebra II (college prep), students will study polynomial functions, the remainder theorem, exponential and logarithmic functions, natural logarithms and the number  $e$ , and will solve problems involving polynomial, exponential, and logarithmic functions.

**PRE-CALCULUS:** This course is designed to fill in the students' backgrounds in preparation for Calculus. At least half of the course is the study of trigonometric and circular functions. Other topics included are elementary functions, vectors, sequences and series, polynomial and rational functions, and the concept of limits. Much of the course involves real-world situations in which applications occur and mathematical models.

**CALCULUS:** This will be a college level course in Differential and Integral Calculus and Analytic Geometry. Calculus is primarily concerned with an intuitive understanding of the concepts of Calculus and experience with its methods and applications. The course includes the study of analysis, functions, limits, derivatives, and integration and applications of derivatives and integrals.

**AP CALCULUS:** This course will offer students a sound preparation for the study of Calculus at the college level (for seniors). The course will concentrate on a review of polynomial functions, their solutions and their graphs. The course will include a study of rational expressions and equations and their graphs, including the location of vertical and horizontal asymptotes. Some time will also be spent reviewing exponential and logarithmic functions and their graphs. The course will deal with the solution of problems involving exponential and logarithmic equations. Some time will be spent on the study of series, sequences, and mathematical induction. The course will also include a review of trigonometric functions, their graphs, and some basic identities. Emphasis will be placed on the study of limits and continuity leading up to the introduction of the derivative. The course will deal with applications of the derivative including curve sketching, related rates, maximum and minimum problems, velocity and acceleration and other rates of change. The course will cover the basic rules for the derivative of functions including products, powers, and quotients. Some time will also be spent on the study of implicit differentiation and the chain rule. Students will be expected to solve problems involving basic differentiation techniques.

**ADVANCED MATHEMATICS (COLLEGE PREP):** This course covers the study of linear, quadratic and polynomial functions and their graphs. Also included is the study of trigonometry leading to the inclusion of trigonometric functions and basic identities including their graphs. Some time will also be spent on the study of exponential and logarithmic functions. Analytic geometry will be used to cover the conic sections including the circle, ellipse, hyperbola and parabola.

**FUNCTIONS, STATISTICS, AND TRIGONOMETRY:** This course, following a preparation in Algebra II, continues exploration in algebra and trigonometry and

develops the major tools used in statistics and prepares the student for college math study.

The topics to be covered include: Probability and statistics, binomial and normal distributions, exponential and logarithmic functions, trigonometric functions, sequences, series, and combinations, polynomial functions, matrices, and conic sections.

## **MIDDLE LEVEL ENGLISH LANGUAGE ARTS**

### **GRADE 6**

The scope and sequence of the sixth grade English language Arts program is as follows: • free writing, clustering, listing, and brainstorming, • formal writing (structured paragraphs, reports, and essays, • creative writing, • journal writing, • editing, • spelling, vocabulary, and grammar, • reading.

### **GRADE 7**

The seventh grade English Language Arts curriculum has two components: Literature and Writing workshop. Literature units are organized thematically, beginning with personal themes and broadening to social and ethical concerns. In the study of literature, reading, discussing, and arguing about meaning and ideas take an important place. Individually and in small groups, students practice developing and finding evidence to support their interpretations of literature. Vocabulary is taught in the context of literary reading. Curricular work culminates in analytical essays. A major emphasis is on learning to write a 3-5 page critical essay with a clear thesis and correct grammar.

The writing component of the curriculum is structured on a workshop model. This is an individualized approach with students pursuing subjects of their choice in the genre they choose. Two or three blocks per week are designated for writing, and almost all work is done in class. The goal in this free choice writing is for students to use the writing process: brainstorming, drafting, content conferencing, revising, grammar editing, and revision publishing. They read, edit, and discuss one another's writing at each stage. Grammar is taught both in class and in editing conferences in which the teacher can focus on the individual writer. Each student maintains a portfolio of completed writing that is kept in the classroom throughout the year.

We think of students as reporters whose beat is the world. They are creating a story every day about what they experience and read. The collection of their

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writing is a kind of newspaper, an ongoing chronicle of who they are and the worlds they inhabit.

In reading, students will:

- Demonstrate an integrated understanding of language, elements of plot, possible themes, likely motives and traits of characters, and the effect of setting.
- Demonstrate an integrated understanding of major concepts, the evidence that supports those concepts, the possible application of the concepts, and the possible purposes the selection might serve.
- Identify, locate, and use information from the library and other sources.
- Demonstrate the ability to analyze and synthesize information.
- Respond to reading by interpreting text, developing inferences, and using background knowledge and literary elements.

In writing, students will:

- Write in direct response to a given prompt, using ideas, reasoning, examples, and/or commentary that is pertinent.
- Write in direct response to given prompt, demonstrating knowledge of grammar, mechanics, and usage.
- Use the writing process to develop and evaluate self-initiated writing.

In listening/visual literacy, students will:

- Demonstrate the ability to evaluate the content of a speaker's message.
- Demonstrate an awareness of the meaning(s) of a speaker's nonverbal communication.
- Demonstrate the ability to recognize the effects of persuasive techniques and propaganda on the meaning of what is being heard and/or viewed.
- Demonstrate appropriate grade level listening/viewing skills by listening to/viewing a variety of media.

In oral communication, students will:

- Demonstrate the ability to construct and deliver a persuasive speech.
- Demonstrate the ability to monitor and use personal nonverbal communication techniques effectively when speaking both formally and informally.
- Demonstrate the appropriate use of syntactical cues, speed, voice inflection, and emotion when reading orally.
- Demonstrate the appropriate grade level oral communication skills.

## **GRADE 8**

The goal of eighth grade English is to master the art of textual analysis and apply that analytic ability to essays and other writing. Students are required to write clear prose with accurate grammatical structure and to form articulate thesis statements. Students develop and execute original projects which illuminate the texts we study, adding to the data bank of information we have about the literature.

The writing program concentrates on a text-based analysis of literature. Topics are generated by the students from questions they have written about the text. All papers are done in at least three drafts; student editors, as well as the teacher, read and comment on the essays. As a result of this editing process,

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students choose stronger topics for their papers, learn to define a thesis, gain a clear willingness to edit and revise, and learn to criticize one another productively. Papers are done individually and are graded at the third or fourth draft. Grammar is taught individually as part of writing conferences and as a class on specific topics. Vocabulary is generated from the literature. They will also master the skills of working in groups, negotiating and setting deadlines, and discussing the literature. The group creates a 'journal' of their textual analysis, which is graded as a team project.

At various points of the year each student will be doing independent historical research on the time periods in which the books took place and/or producing analytical and creative pieces both individually and collaboratively.

In reading, students will:

- Demonstrate an integrated understanding of language, elements of plot, possible themes, likely motives and traits of characters, and the effect of setting.
- Demonstrate an integrated understanding of major concepts, the evidence that supports those concepts, the possible application of the concepts, and the possible purposes the selection might serve.
- Identify basic literary elements and discuss relationships between those literary elements and textual meaning.
- Identify, locate, and use information from the library and other sources.
- Respond to reading by interpreting text, using background knowledge, using literary elements, and developing inferences.

In writing, students will:

- Write in direct response to a prompt using ideas, reasoning, examples, and/or commentary that is pertinent.
- Write in direct response to a prompt demonstrating knowledge of grammar, mechanics, and usage.
- Use the writing process to develop and evaluate self-initiated writing.

In listening/visual literacy, students will:

- Demonstrate appropriate grade-level listening/viewing skills by listening to/viewing a variety of media.
- Demonstrate the ability to evaluate the technical aspects of an oral presentation.
- Demonstrate the ability to identify the communication rituals used in everyday situations, e.g., legal, occupational, religious, social.
- Identify verbal and nonverbal acts in a television/or radio commercial that can be interpreted in two or more ways.
- Demonstrate the ability to retain information heard by using note-taking techniques to record current information, retrieve prior knowledge, and link old information to new.

In oral communication, students will:

- Demonstrate appropriate grade-level oral communication skills.
- Demonstrate the ability to validate an understanding of a message through an objective synopsis of the information.
- Demonstrate the ability to verbalize a set of complex directions in an organized and clearly stated manner.
- Demonstrate the personal development of effective strategies for rehearsing a speech.

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## SECONDARY LEVEL ENGLISH LANGUAGE ARTS

### Course Offerings for Secondary Level English Language Arts

GRADE 9	GRADE 10	GRADE 11	GRADE 12
English I	English II	English III	English IV

**ENGLISH I:** This course focuses on basic grammar, reading and composition skills. Students will further develop reading comprehension and read novels of their choice for enjoyment through a reading workshop. This course also aims to establish a solid foundation in grammar, usage, library skills, types of literature, discussion, composition, and oral presentation. Students will also study vocabulary and learn to identify and use the parts of the sentence and different phrases. The writing program includes personal, imaginative, and analytical assignments.

In reading, students will:

- Demonstrate an integrated understanding of language and elements of fiction.
- Demonstrate an integrated understanding of major concepts, the evidence that supports those concepts, the possible application of the concepts, and the possible purposes the selection might serve by responding to items.
- Identify, locate, and use information from libraries and other sources.
- Respond to a variety of texts, including complete works, by generating interpretations which rely on background knowledge and literary elements to determine responses.
- Demonstrate the use of different reading strategies (e.g., rereading, skimming).

In writing, students will:

- Generate writing appropriate to varied audiences and purposes that demonstrate competency in grammar, mechanics, and spelling.
- Generate writing which contains ordered, related, well-developed ideas.
- Demonstrate the use of the writing process in developing writing.
- Use specified criteria to select writings for a folder or portfolio.

In listening/visual literacy, students will:

- Demonstrate the ability to listen, imagine, and extend ideas in a presentation for enjoyment and emotional response (including appreciation for aesthetic, artistic, and dialectic richness).
- Demonstrate the ability to listen to and evaluate a message without being swayed by the appearance or delivery of the speaker.
- Demonstrate appropriate listening/viewing skills by listening to/ viewing a variety of media.
- Demonstrate the ability to identify nonverbal modes of communication which promote or impede effective listening.

In oral communication, students will:

- Demonstrate the ability to define style and explain the importance of style in oral language.
- Demonstrate the ability to use organizational devices and provide continuity when speaking to make ideas easy for listeners to remember and understand.
- Demonstrate the ability to plan and



present an informative speech. • Demonstrate appropriate grade-level oral communication skills.

**English II:** This is a comprehensive study of the language arts. This course continues the study of composition that was introduced in the 9th Grade English Course. The reading assignments are designed to enhance students' understanding and appreciation of literature. By reading and discussing poems, plays, and novels, students will learn an interpretive approach applicable to all great works of literature. Techniques in style will be studied, and grammar, usage, mechanics, spelling and vocabulary will be reviewed as needed through student writing.

In reading, students will: • Demonstrate comprehension, as evidenced in part by the capacity to find major concepts by identifying the stated or implied thesis, then differentiating between details that support the thesis and those that do not. • Identify, locate, and use information from libraries and other sources. • Respond in writing, demonstrating an acceptable level of understanding of the material. • Respond to a variety of texts, including complete works, by generating interpretations using background knowledge and literary elements to determine responses.

In writing, students will: • Generate writing in response to a prompt that is designed to elicit narrative, expository, and persuasive writing, that demonstrates competence in the development of content and use of language. • Revise and edit writing to demonstrate competence in the application of mechanics. • Use specified criteria to select writings for a folder or portfolio.

In listening/visual literacy, students will: • Demonstrate the ability to revise confusing statements after listening to a presentation. • Demonstrate the ability to distinguish between objective oral presentations and slanted or biased presentations. • Demonstrate the ability to recognize the effects of personal bias on meaning while listening. • Demonstrate appropriate grade-level listening/viewing skills by listening to/viewing a variety of media.

In oral communication, students will: • Demonstrate appropriate grade-level oral communication skills, as evidenced in part by the ability to gather and organize notes and ideas for formal, semi-formal, and informal presentations of information. • Demonstrate an understanding of the basic responsibilities a speaker assumes in exercising the right to free speech. • Demonstrate the development of personal style in effective speaking. • Demonstrate the use of figures of speech and stylistic devices to make language vivid and memorable.

**ENGLISH III:** This course analyzes the progression of the America Dream and its influence on literature. Emphasis is placed written composition, grammar, usage, logical thinking, and methods of writing. Formal descriptive expository, narrative, and persuasive compositions will be required to show student competence with

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the written word. An inclusive study of American authors, historical events, and literary happenings will be covered to familiarize the student with some of the great writers and writings from the early 1500's to present day.

In reading literature, students will:

- Respond in writing, demonstrating an acceptable level of understanding of the material.
- Demonstrate comprehension, as evidenced in part by the capacity to find major concepts by identifying the stated or implied thesis, then differentiating between details that support the thesis and those that do not.
- Identify, locate, and use information from libraries and other sources.
- Respond to a variety of texts, including complete works, by generating interpretations using background knowledge and literary elements to determine responses.

In writing, students will:

- Generate writing appropriate for the purpose of narration that demonstrates competence in the development of content and use of language when presented with a prompt designed to elicit narrative, expository, or persuasive writing.
- Demonstrate competence in the application of mechanics, as evidenced in part by the capacity to use standard noun and verb forms, maintain subject-verb agreement, and use clear pronoun references.
- Given the opportunity to select a piece of writing for a portfolio or other assessment, students will make an appropriate selection, as evidenced in part by the capacity to review a folder of Students' own writings, apply evaluative criteria to the writings, and discuss possible selections with peers or teachers.

In listening/visual literacy, students will:

- Demonstrate appropriate grade-level listening/viewing skills by listening to/viewing a variety of media.
- Demonstrate the ability to identify interrelationships among ideas expressed or implied and the organizational patterns of spoken messages.
- Demonstrate the ability to listen to at least two points of view on the same topic and prepare a report or presentation incorporating both perspectives.
- Demonstrate the ability to follow a set of complex directions stated orally.

In oral communication, students will:

- Demonstrate the ability to reassess choices and strategies used in a speech, based upon feedback provided by members of the class, and outline an alternative speech based upon the feedback and reassessment.
- Demonstrate the ability to prepare written manuscripts and notes for speaking.
- Demonstrate the ability to use logical steps for developing a point when speaking or giving a presentation.
- Demonstrate appropriate grade-level oral communication skills, as evidenced in part by the ability to select topics suitable to the audience and purpose, develop a repertoire of organizational strategies for presenting information orally, and participate in a variety of oral presentations.

English IV: This course focuses on a study of world literature, drama, motion pictures, and other fine arts. Novels and short stories in conjunction with creative writing projects will be presented. Students will participate in oral and written

analyses of works studied in class and will also complete outside reading and research on contemporary American and award-winning authors, whose works will be studied and discussed.

In reading, • Students will respond in writing, demonstrating an acceptable level of understanding of the material, as evidenced in part by the capacity to compare what is being read to a personal experience or the experience of another gleaned through literature and to contrast one literary work to another which has been studied. • Presented with appropriate non-fictional selections, students will demonstrate comprehension, as evidenced in part by the capacity to make predictions about whether certain information is likely to be included in the material. • Presented with everyday/functional reading materials, the student will identify, locate, and use information from libraries and other sources; as evidenced in part by the capacity to select and use appropriate reference sources and illustrative materials and respond to requests for specified information on applications. • Students will respond to a variety of texts, including complete works, by generating interpretations using background knowledge and literary elements to determine responses.

In writing, students will: • Generate writing (narrative, expository, and persuasive) that demonstrates competence in the development of content and use of language. • Demonstrate competence in the application of mechanics, as evidenced in part by the capacity to use consistent verb tense throughout a piece of writing, apply punctuation and capitalization rules, including those relating to complex internal punctuation, and use complex grammatical structures correctly. • Make an appropriate selection and analyze the selection.

In listening/visual literacy, students will: • Demonstrate appropriate grade-level listening/viewing skills by listening to/viewing a variety of media. • Demonstrate the ability to decode a speaker's use of figurative language. • Demonstrate the ability to evaluate evidence used in a presentation. • Demonstrate the ability to identify and describe cultural images, myths, and values appealed to in everyday persuasive efforts and media presentation.

In oral communication, students will: • Demonstrate appropriate grade-level oral communication skills, as evidenced in part by the ability to select topics suitable to the audience, situation, and purpose, and to analyze and synthesize information gathered from a variety of sources for speaking. • Demonstrate the ability to use figurative language appropriately. • Identify major attitudes, needs, values, and demographic characteristics of the class and use them to suggest how a profile of the class can be developed as a potential persuasive target.

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## **MIDDLE LEVEL SOCIAL STUDIES**

### **GRADE 6**

In this level, the meaning and importance of history will be taught. Students will identify and compare characteristics and accomplishments of major world civilizations, and interpret historical events and decisions from distinct cultural viewpoints. Students will learn geography in conjunction with their study of history.

**GENERAL STUDIES:** Students will begin the year with a look at the social sciences of psychology and sociology. These topics will allow students to understand themselves and the groups to which they belong. After the first quarter students will begin a study of geography. Physical, cultural, economic, and political aspects of the world will be examined, but the emphasis is on the Western Hemisphere. Throughout the year, current events will also be examined.

### **GRADE 7**

In this grade, the student will be introduced to those cultures and areas of the world that play an important role in today's global community. They will be able to express their ideas about current international issues. The students will also be presented a multicultural perspective on the political, intellectual, and cultural penetration of ideas into world cultures. They will be able to distinguish between past, present, and future, identify and construct a sequence of events within a historical narrative, and make connections between historical cause and effect.

**WORLD HISTORY:** This level acquaints students with the concepts, skills, and terminology necessary for the study of history. It continues the area studies approach to the historical and cultural foundations of the Ancient World. Students will be able to see what was and is happening in different parts of the world. This course will give students new information to develop their understanding of how people's history, geography, and values affect the present and shape the future. Students will also be introduced to the major skills of historical inquiry, including critical thinking, reading, writing, and public speaking. Furthermore, they will be given the background they need to look at Europe, the Middle East, and Asia during medieaval times. Throughout the year Students' imagination will be stimulated with the help of assignments and creative projects.

### **GRADE 8**

Eighth grade Social Studies is intended to increase students' knowledge of the history of the United States. Information is covered through a chronological approach, beginning with an examination of the American Revolution. A detailed study of the United States from 1776 through 1914 then follows. Special

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emphasis will be placed on geographical concepts, current events, writing, and interdisciplinary units taking physical education activity classes.

- **U.S. HISTORY:** The purpose of this course is to get students excited about exploring the history of their nation. This course focuses on the major economic, political, and social trends in U.S. history from Reconstruction to the present. During the first semester, students examine life in the colonies, our struggle for independence, the spread of democracy, changes in American life during the 18th and 19th centuries, and finally the Civil War. For the second semester, we will discuss in depth the causes and effects of the Civil War and study the United States' involvement in the World Wars and its role in the Cold war.

## **SECONDARY LEVEL SOCIAL STUDIES**

### **Course Offerings for Secondary Level Social Studies**

<b>GRADE 9</b>	<b>GRADE 10</b>	<b>GRADE 11</b>	<b>GRADE 12</b>
World Studies World Geography	U.S. History Psychology	AP American History	Economics American Government

**WORLD STUDIES:** This course investigates four major themes: revolution, economic development, nationalism, and conflict as they evolved in 19th and 20th century Europe. World studies recognize the increasing importance of the world. Note taking, analytical thinking, research, various writing modalities, test taking, presentations, oral and writing skills are emphasized by this course.

**WORLD GEOGRAPHY:** The subject matter is an overall study of the countries and continents of the world. Each country is dealt with on its most important points. This course examines the relationship of human beings to their geographic environment, and it emphasizes how climate and geographic features influence human activities. Basic concepts of geography, climates and regions of the world are included in this course. Students are supposed to prepare a project they want.

**UNITED STATES HISTORY:** This course is one of the graduation requirements. U.S. history is designed to enable students to gain an understanding of the effects of American History on American society. Topics covered include early exploration, colonial settlement, the Revolutionary War, the Civil War, Reconstruction, and the industrial Revolution of U.S. Students will gain a sense of individual and social responsibility. This course combines both a chronological and topical approach to history.

**PSYCHOLOGY:** This course introduces the basic concepts of psychology, such as theories of personality, human behavior, patterns of behavior, emotional and behavioral adjustments, family group, social relationships, and psychological experiments and experiences. Then it applies these concepts to everyday topics,

love, death, crime, drug abuse, and prejudice. This course also provides an introduction to the study of mind and behavior. It is designed to enable students to learn about themselves and the reasons behind their thinking and behavior.

**AP AMERICAN HISTORY:** This course prepares students for the Advanced Placement examination in American History. It will give students a thorough treatment of the facts as well as their significance: Context, causes, and results. Besides essential, primary and factual information, this course also seeks to introduce students to a variety of major historical issues, historical evidence and interpretations. How to arrive at conclusion in historical events is also emphasized in this course.

**ECONOMICS:** This course provides students with an introduction to economic terminology and the everyday application of basic economic principles. Students are given the necessary information to properly manage income and personal property, and to learn about our economic system, economic theories, international trade, business enterprise, taxation, financial institutions, and the mechanics of the market system.

**AMERICAN GOVERNMENT:** This course will offer students a better understanding of the functions of federal, state and local governments. It discusses topics such as participation in the political system, policy making, and contrasting economic and political systems. Current political, legal, and governmental issues are used to illustrate major points and refine students' understanding. Issues include the administration of justice, foreign policy, and the government's role in solving national economic problems.

## **MIDDLE LEVEL FINE ARTS**

### **GRADE 6**

The basic goals of the fine art courses in this grade are intended to help students to become sensitive to the visual aspects of their environment, use art as a means of personal expression, solve practical design problems creatively, and evaluate their own and others' art work using the principles of art and the elements of design.

### **GRADE 7**

Art will be taught under three subtitles in the seventh grade. Each student will do several exercises to improve drawing skills. These are geared to improve the ability to see and to imagine. A detailed drawing will be the final project in Drawing.

Students will explore possible content in art prints or works of art. A series of paintings will be done in a progression from realism to abstraction starting with a cartoon in Paintings.

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## **GRADE 8**

Students will do several exercises to improve their ability to see their environment. Contour drawing will be explored and a detailed drawing of each student's own hand will be done. After studying cubism, color, value and intensity, students will produce a painting using tints and shades of all primary and secondary colors under the two subtitles drawing and painting in HSA.

## **SECONDARY LEVEL FINE ARTS**

This curriculum emphasizes the process of creation, through which students may experience their growth and development immediately and directly. Visual art, music and movement are integrated into everything and also taught as separate ways of seeing and being aware.

## **GRADE 9**

Students will develop a presentation in one or more of the arts in terms of historical, social, cultural, critical and aesthetic parameters. While doing so, they will take advantage of current and available technological advances and provide information about their development as artists and creative and critical thinkers. Moreover, they will examine the arts from a point in history to discover how art forms interacted with each other and with the social, political, spiritual, environmental, and economic issues of the time.

## **GRADE 10**

Students will focus on recurring ideological themes, images or symbols used in works of arts, and critique the facts playing a role in their continuing presence. Students will express their ideas about a concept or problem and propose multiple solutions/ technologies and evaluate the effectiveness of each solution. Students will apply what they learn in class to real life.

## **GRADE 11**

Students will learn how to create or perform a body of work that contains and reflects exploration, experimentation and development. Students will gain the ability to express their own ideas about a work of art in terms of existing and recurring ideological themes, images, symbols, styles, and technologies. Students will be able to judge a local arts event, work, structure, organization, and institution in terms of artistic, economic, social and environmental aspects.

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## **GRADE 12**

Students will gain advanced skills of creative and critical thinking and the individual contribution to art forms by presenting a public exhibition or performance of personal work. Students will study social, cultural, economics, political and environmental issues surrounding public art. Students will analyze the relationships among community values, local artistic expression, and funding for the arts.

## **MIDDLE LEVEL PHYSICAL EDUCATION**

### **GRADES 6, 7, and 8**

Physical education program at this level focuses on sports related activities and physical fitness. Students will be exposed to a variety of team and individual experiences. They will also be assisted in their social and emotional development. The primary purpose of physical education is to promote a healthy life style, develop motor skills, and develop a positive attitude toward physical fitness.

The program of physical education at eighth grade level includes flag football, indoor soccer, table tennis, rhythm circuit training, basketball, aerobic activities, physical fitness activities, floor hockey, volleyball, track and field decathlon, softball, and badminton.

## **SECONDARY LEVEL PHYSICAL EDUCATION**

### **GRADES 9, 10**

This course demonstrates understanding and respect for difference among people in physical activity settings. Students will understand that physical activity provides opportunities for enjoyment, challenge, self expression and social interaction. Students will respect the role that regular physical activity provides in the pursuit of life-long health and well-being. Through this course students will understand and develop fitness skills that can be used throughout their lives.

### **GRADES 11, 12**

This course provides an opportunity for students for further developing their skills in a variety of team and individual activities. Emphasis is placed on the understanding and employment of basic motor skills. Students will be given the opportunity to test and increase their personal level of physical fitness. In addition to increasing actual skills and developing fitness, students will learn, execute, and even create complex strategies. Critical thinking skills will be developed as student delve into sports psychology and coaching.

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## **HEALTH EDUCATION**

Health Education offers students an opportunity to acquire knowledge, practice skills, and develop attitudes that can benefit them throughout life. Building a solid foundation of good decision-making skills can contribute to a variety of healthy choices for self and others. Students will learn ways to improve mental health and manage stress. Strategies will be developed for appropriately and safely expressing emotions, and students will understand the range of emotions, including extremes.

### **GRADES 6, 7, and 8**

It is known that many lifelong practices and habits are learned and acquired during childhood and youth. These growing and developing years are extremely important to the establishment of sound health practices. Teachers will be encouraged to use the teaching resource files for the Alcohol and Drug Prevention Education Program to help students achieve these standards at HSA. Students in health courses will understand the anatomy and physiology of the male and female reproductive systems while recognizing the impact teen pregnancies have on the quality of life, changes of lifestyle, and incidence of child abuse. They will discuss the legal, social, and emotional implications associated with pornography, prostitution, sexual abuse, incest, and rape persuasion an other subject examined will be identifying and describing the immediate first aid procedures which they may need throughout their lives.

### **GRADES 9 and 10**

In this grade, individual sports classes are offered. These classes will include gymnastics, step aerobics, track & field, weight room conditioning, tennis, and table tennis. Team sports will be offered which will include basketball, soccer, softball, and volleyball.

### **GRADES 11, and 12**

Students will be given fitness classes, specifically desired to bring them to an acceptable level of fitness. Students will raise their fitness level and understand its relationship to lifetime physical and mental wellness. Students will be encouraged to participate in interscholastic sports. Others may choose to fulfill their requirement by taking physical education classes.

Training classes will be offered for athletes who are out of season in their particular sport or sports.

## **FOREIGN LANGUAGE (SPANISH)**

**SPANISH I:** This course will emphasize improving the speaking and writing skills of students and on using language colloquially and creatively. Emphasis will also

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be placed on expanding reading selections, studying Hispanic culture, and exploring Spanish as a career tool.

**SPANISH II:** This course will build on the curriculum of Spanish I and will include a comprehensive grammar review and expansion of oral proficiency. Hispanic literature and contemporary Hispanic writings from Spanish-speaking countries will be introduced and critically discussed.

**SPANISH III:** This will continue the development of students' language skills. Oral and written proficiency will be the focus along with a deeper understanding and appreciation of Hispanic culture and of contemporary issues.

**SPANISH IV:** This course will provide a thorough review of grammar along with extensive oral exercises and more complex written work. More advanced literary works will be read and discussed.

## **COMPUTER SCIENCE**

**COMPUTER LITERACY:** This course will be designed to meet the requirements for graduation in computer education. It will provide an awareness of what computers are and the ethical and historical aspects of computing. Students will have "hands on" experience with applications in word-processing, spreadsheet and database programs. Some classes will be lecture and some will be laboratory-based classes. Quizzes, tests and computer-based exercises and projects will form the basis of students' grades.

**COMPUTER APPLICATION:** This course will focus on teaching students to use computers and computer software. They will be introduced to the uses of word processors, spreadsheets, and data management systems at the level required for home and school use. By the end of the course, students will have set up a work sheet model from a spreadsheet package, designed a format for a data base, entered data, and written a report using a data management system. Students will use the word processor to write letters and resumes and will also learn to evaluate software of various kinds and learn the workings of a PC.

**VISULA BASIC PROGRAMMING:** This course, designed as a first course in computer programming, will emphasize a carefully disciplined approach to programming. Critical thinking and problem solving skills are vital to using the computer as a problem- solving tool and will be taught as a part of this course. Students will use the Visual Basic programming language to develop applications for the DOS/Windows operating system.

**MULTIMEDIA:** Available for students interested in learning to use a variety of multi-media tools. During the first quarter, instruction will be given in programs such as HyperCard, Hyperstudio, Adobe PhotoShop, Amazing Animation, and QuickTime.

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During the second quarter, students will plan and produce a project that requires working across platforms and integrating sound, graphics, and video.

Steps in the development of the project include: • Identifying the goals of the project • conducting a needs assessment • preparing an analysis and designing the product • producing the project • conducting formative evaluations throughout the development process • presenting the project to a panel for final evaluation Programming in C.

The students will attend mastery on programming. C programming language will be used on the DOS/Windows platform. Topics covered will range from basic declarations through dynamic data structures and will include all data types, files and functions.

Computer and art animation: This course, taught on both Windows and Macintosh platforms, will introduce students to the basic principles of drawing, graphics, design, and animation. Programs used will include PhotoShop, Infiniti-D, and Director.

Desktop Publishing: This course will provide students with considerable "hands-on" computer experience using PageMaker on Apple Macintosh computers. The discussion of design concepts will be integrated with the description of how to use PageMaker.

AP COMPUTER SCIENCE: This course will prepare students for the Advanced Placement Computer Science exam. The curriculum will follow that defined by the College Entrance board and will cover C++ programming language. Programming methodology, language structure and the ethical use of computers in our society will encompass the major focus of this course.

## **EXPLORATORY CLASSES**

TECHNOLOGY EDUCATION: Introduction to Materials, Tools, and Basic Processes in Industry: This program will be designed to provide students with experiences dealing with tools, materials, processes, and occupations found in the communication, construction, and manufacturing industries. This course will also be used to heighten students' career awareness and job opportunities in four technology areas. The curriculum of the program will consist of the following learning activities: 1. Drafting processes, 2. Metal processes, 3. Plastic processes, and 4. Woods processes.

KNOW YOURSELF: "Know yourself" class will give students opportunities to learn more about themselves in units covering personality/self concept, communication, family, friends/cliques, eating disorders, and human sexuality. The unit on human sexuality focuses on seven basic values: equality, honesty, self-respect, responsibility, promise keeping, self-control, and social justice.

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**PHYSIOLOGICAL BASICS:** Research about the body, coupled with drawings and experiments, will enable students to enhance their understanding of human physiology. Students will learn the basic how-to's of a research paper complete with bibliography.

**ART:** Exploratory classes of art under subtitles like drawing, painting, calligraphy, fashion and design introduce students to the elements of art. At the same time students will learn to understand and appreciate the influences of art from other times and cultures.

**DRAMA:** Study in theater provides both social and individual development. In belonging to a group that works toward creative goals, student will acquire qualities that promote maturity through teamwork, cooperation, and dependability. They will also gain deeper insights into people by studying characterization in numerous theater games. Improved body coordination and vocal flexibility that students need for everyday communication will result from active participation in drama class. As students obtain a wide theater background, they will not only gain appreciation of the arts, but also develop standards of judgment whereby they can recognize, respect and demand good theater.

**CREATIVE WRITING:** Students in this program will demonstrate a superior facility in the use of the English language. They will be able to express in writing their ideas and emotions. The focus of the program will be uniqueness of personal style and reinforcement of technical skills. Literature, the media and the pupils' own environment will serve as springboards to writing. Poetry, short stories, plays and articles will be written, and many of them will appear in school publications.

**LEADERSHIP:** This course is designed for those who are interested in discovering and developing leadership skills. Communication, assertiveness, decision making, and problem solving will be practiced with a school/community project or a presentation in this elective program.

**FAMILY & CONSUMER SCIENCES:** Students in this course will be introduced to the area of Family and Consumer Sciences. During the quarter, they will explore units on nutrition, kitchen basics, and friendship.

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

Since mathematics, science, and technology are the focus of HSA, students will be expected to take more courses relating to these topics. In order to graduate from HSA, students must complete the following units of the courses below.

It is a student's responsibility to see that requirements for graduation are met. Credit will only be granted once. When repeating a course for credit, the grade

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earned upon repeating the subject will become a part of a student's record as well as the original grade.

Two-semester courses will equal one credit, and all one-semester courses will equal one half credit.

**Required Courses and Credit Units for Graduation:**

<b>COURSE</b>	<b>UNITS OF CREDIT</b>
English Language Arts	4 Credits
Social Studies (World History, U.S. History, World Geography)	3 Credits (one credit each)
Mathematics	3 Credits
Science (Biology, Physics, Chemistry)	3 Credits (one credit each)
Physical Education	1.5 Credits
Foreign Language	2 Credits
Health Education	1/2 Credit
Economics and Government	1/2 Credit
Fine Arts	1 Credit
Computer and Technology Applications	3 Credits
Electives	5.5 Credits
<b>Total</b>	<b>27 Credits</b>

Class rank is determined by the total number of quality points earned under the Points System. Quality points are assigned by a grade earned in a particular phase. The followings are sample quality point values of grades earned in a particular phase.

A+: 98-100	B+: 87-89	C+: 77-79	D+: 67-69	F: ≤ 59
A: 93-97	B: 83-86	C: 73-76	D: 64-66	P: passing
A-: 90-92	B-: 80-82	C-: 70-72	D-: 60-63	S: satisfactory

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

Students will be provided with a positive learning experience so that they will be able to realize some degree of success in academic pursuits. They will be provided with opportunities to expand their mental and physical abilities in wholesome, socially acceptable activities. Students and teachers will consider themselves partners in the students' educational program, where there will be mutual respect and support. HSA believes that addressing students' successes and failures are equally important for the students' growth. Thought and expression develop out of experience. Learning should nurture a sense of caring for other people and the environment. Learning should be fun.

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

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

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

*Individualized instruction* will be one of the most important instructional strategies of HSA, which will be provided to students all the time they need. It will be accommodated in group settings because of the favorable student/teacher ratio. Each student's education plan will be individualized according to his/her needs.

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

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

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

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

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

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*Multiple Intelligences:* There are many forms of intelligence; many ways by which we know, understand, and learn about the world. Seven intelligences have been identified: verbal/linguistic, logical/mathematical, visual/spatial, body/kinesthetic, musical/rhythmic, interpersonal, and intrapersonal.

The following areas are those HSA will use to challenge the students' various intelligences.

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

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

Harmony Science Academy is committed to the personalized professional growth of each staff member. Each staff member will develop a professional growth plan that will be facilitated by the lead and master teachers and the Principal. The teachers of each subject matter such as mathematics, science and reading will form a branch group. Every branch group will have a leader. This branch group system is explained in detail at (Appendix XI). Most coordinated staff development activities will be directed at the team or individual level and will reflect the agreed upon needs of the teachers involved. High levels of selection, participation, involvement, and follow-through are expected.

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Training, development and competency-based instruction in HSA will be delivered by State Department staff, university staff, and specialized consultants. Staff development will include innovative research-proven instructional and assessment strategies. Current professional magazines, book, and films regarding innovative educational methods will be made available to faculty and staff. Faculty and staff will also be provided opportunities for study, travel, attendance to workshops and conferences, exchange teaching, and sabbatical leave. Each faculty and staff member will chose a national conference of his/her choice to attend. The school will provide funds for each conference attended.

There is a strong bond between teacher quality and the educational level. The above-mentioned innovative strategies are implicit in HSA's mission and educational goals and objectives. The staff of HSA will constantly collaborate to help children to reach their full potential.

#### **D. Admission Policy**

##### **1. Describe the admission methods/processes you will follow.**

HSA is committed to creating an alternative school that effectively meets the unique needs of all students. Its admissions policies will comply with all state and federal regulations which state in part that community schools shall be open to all students on a space available basis and shall not discriminate on the basis of race, color, national origin, religion, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or athletic performance.

In the initial charter, we are choosing not to enroll students with a documented history of criminal offense, juvenile court adjudication, or other serious discipline problems listed under TEC, Chapter 37, Subchapter A. However, we believe that our program might benefit such children, and we will review this policy at a later date when we have the opportunity and resources to provide for their needs specifically (i.e., crisis counselor, space, etc.).

A criterion on for admission to HSA is that students and their families be motivated to apply and to sign a Letter of Commitment to promote the mission of the school. However, school members have the responsibility to promote the school in a way that will instill a desire on the part of families to participate in the school and thus the student's education.

The admissions process will be conducted by the Admissions Committee. In our first year we anticipate a five-step process:

*Preparation for admissions process.* Upon receipt of the charter, the Admission Committee will meet to finalize informational documents and application forms:

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*Information distribution.* Information about HSA and the admissions process will be disseminated throughout the city via flyers, bulletins, media, mailings, and workshops at schools and other public institutions. This process will also include outreach to parents, teachers, pediatricians, counselors, social service agencies, and other youth advocates.

*Written applications.* Written applications will be submitted by each interested student and at least one adult (parent/sponsor) on a first come, first serve basis.

*Personal interviews.* All applicant families/sponsors will meet with members of the Admissions Committee to discuss matters crucial to the success of students: the mission and all other aspects of the school. As home/school communication is a cornerstone of HSA, these interviews will serve to begin the process of providing opportunities for dialogue between HSA and families to ensure full satisfaction and commitment on the part of all.

*Letters of commitment.* Each applicant and HSA Trustees will sign a letter of commitment setting forth their individual pledges of support for the applicant's education. Letters of commitment will be signed before completion of the application process.

**2. Describe the timeline to be used for admitting students, including a plan for the admission lottery for students.**

Applicants wishing to attend HSA will submit a completed application packet as soon as possible but no later than the admissions closing date preceding the start of the school year. The admissions closing date will be July 1 for the first year of operation and February 1 for following years of operation. Once admitted, students will be required to accept their position by April 1st (July 31 for the first year of operation). HSA will notify the School Districts of its intended enrollment by July 1 (August 2nd of the first year of operation). HSA reserves the rights to accept late enrollments if the maximum number of students has not been reached until the date of submission to the district of its intended enrollment.

Enrollment for each academic year will be on a "first-come, first-served" basis and a waiting list will be maintained should applications exceed enrollment capacity. If the number of otherwise eligible applicants exceeds the maximum enrollment, the school shall use a lottery selection as a basis for admission. If a lottery is required, it will be held before the date of submission to the involving School District of its intended enrollment. Each student will be assigned a number, and numbers will be selected at random by the Principal under the supervision of at least two members of the governing board and a certified lawyer or a notary public. If maximum enrollment has not been reached by the admissions closing date, late enrollments may be accepted on a first-come, first-served basis.

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

Every single policy described above is a step to be taken towards our mission without making any illegal discrimination among applicants. Every individual applicant will be given equal opportunity in the admissions process. Again, HSA emphasizes that any eligible applicant will be accepted on a "first-come first-served" basis, regardless of race, color, national origin, religion, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or athletic performance. We welcome all eligible applicants, since our final goal is nothing but to educate our citizens and we believe that all citizens are of equal value and deserving the best education possible.

**E. Describe in detail how your school will accommodate students with SPECIAL EDUCATION needs.**

**1. Child Find**

Harmony Science Academy is planned to support and enhance the social and emotional functioning of all its students, as well as their academic growth. It will provide a large learning environment that promotes a strong sense of self and community that fosters positive relationships among peers and staff and practices effective communication and peaceful conflict resolution. Its small size will allow for personal relationships among students, staff, administration, and families, ensuring that no student ever 'falls between the cracks'.

The staff will assess each student upon entering school to determine his or her particular learning style, academic strengths and weaknesses. The staff will also conduct a student and parent interview. They will review records from previous schools, along with any relevant evaluations, from schools and/or other agencies to insure that any previous special needs will be addressed as well as identify needs which had previously been left unidentified.

**2. Confidentiality**

HSA will maintain a list of the names and positions of school employees who can see student records. HSA understands that student records are private and HSA must obtain parental consent before showing the records to anyone not involved in their student's education. All employees will be required to sign confidentiality agreements. Each student's folder will contain a checkout record showing who reviewed the files and the date of each review.

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### **3. Procedural Safeguards**

HSA will follow the required procedures, informing parents of their rights and giving them a copy of the procedural safeguards each time there is any correspondence or any meeting is held, in addition to adhering to those specific procedural safeguards as described in IDEA. Examples of how HSA will comply with these procedural safeguards includes the following: HSA will give parents proper and specific notice (written notice at least 5 school days prior to a meeting) and consent will be obtained, prior to holding ARD committee meetings to make decisions such as whether the student has a disability, whether an assessment is needed, or changing the individual education plan(IEP) in any way.

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

Once a comprehensive individual assessment shows that a student has a disability and is eligible for services under IDEA, the student's parents become a member of the child's ARD (Admission, Review and Dismissal) committee made up of the student's parents and school staff who meet at least annually to decide whether or not the student has an eligible disability and what special education and related services will be provided. All required members of the ARD will be present: the parent, the regular educator, the special educator, the school administrator, and the assessment professional when assessment is discussed. Other members as required will be present (i.e. the LPAC representative when the student is limited English Proficient, the student when appropriate, and other related service personnel or individuals which the parent or school deem appropriate to be present. The school will give written notice to the parents at least five schooldays before the ARD meeting. This notice will include the purpose, time and place of the ARD meeting and a list of people attending.

### **5. Assessment of Children to determine eligibility**

If the comprehensive individual assessment shows that a student has one or more of the following conditions, he or she will be eligible to receive special education services under the Individuals with Disabilities Education Act (IDEA): • Physical Disability, • Auditory Impairment, • Visual Impairment, • Deaf-Blind, • Mental Retardation, • Emotional Disturbance, • Learning Disability, • Speech Impairment, • Autism, • Multiple Disabilities, and • Traumatic Brain Injury.

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

The ARD committee will develop an Individual Educational Plan (IEP) based on the Comprehensive Individual Assessment of the student. This plan will contain annual goals in each area of need as well as the objectives the students should

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take to reach each goal. The IEP will state what special education and related services HSA will provide, and when and where those services will be provided. The IEP will be reviewed and revised at least every year.

## **7. Least Restrictive Environment (LRE) Placement**

Concerns with student progress will be brought to the ARD committee. A sharing of ideas, teaching strategies, and classroom modifications and strategies will be developed by the committee as needed. Written documentation of recommended interventions and their effects will be recorded and shared with the parents/sponsors. Students with disabilities will be educated in the least restrictive environment (LRE). This means that they will be placed in the setting that puts the fewest limits on their opportunity to be educated with students who do not have disabilities.

## **8. Transition Planning**

An Individualized Transition Plan (ITP) for each student age 16 and over receiving special education services will be developed. Students and parents will assist in the development of the ITP, and some or all of it should become a part of the student's IEP that is specifically designed to provide appropriate interventions, such as but not limited to the following: 1. Tutoring, 2. Counseling, 3. Mentoring, and 4. Apprenticeship programs and 5. Family outreach. Family involvement is recognized as a crucial factor in school success. HSA will try to provide the financial resources that will allow for creative, individualized approaches to meeting the special needs of a students. A counselor will be available on a consulting basis to students and their families to provide appropriate services. Referrals to outside resources will be made on an as-needed basis to address more complex and difficult issues.

The learning environment of Harmony Science Academy has been designed to meet a wide range of academic levels and variety of learning styles within the multi-age classroom setting. Low pupil to teacher ratio, individualized and group instruction, multi-sensory teaching approaches, an appreciation of multiple intelligences, and child-directed learning will be classroom features that will help students meet their academic potential in the least restrictive educational environment.

Harmony Science Academy plans to offer an inclusive and holistic approach to special-education services. All identified students will receive support, remediation, modifications, and consultation services as designated within the multi-age classroom. A learning consultant will be available to provide consultation and immediate modifications to all students, not only identified students, as needed.

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Ongoing assessment and review of the IEP will identify specific areas of weakness for all students. These areas will be addressed through additional individual and group instruction, tutorials, parent/community volunteers, student interns, and peer teaching where appropriate.

If the ARD committee agrees that all appropriate interventions and resources available in the school have been exhausted, the learning consultant serving as case manager for the school and its students will arrange for necessary evaluations either on a contract basis with the sending district or through private vendors. HSA is exploring the possibility of sharing special education services with other Charter Schools.

HSA shall comply with federal and state law that ensures that all students with disabilities will be provided with a free appropriate education. (FAPE)

#### **9. Certified Personnel for the provision of services to children with special needs**

As mentioned above, a special education teacher will be one of the members of the ARD committee. HSA will have a position responsible for each related service in the IEL. In addition, HSA will contract certified personnel from the private sector if necessary. A sample consulting contract is included in Appendix VIII.

#### **10. Services to Expelled Students**

The special education program includes continued services for students who are expelled, as determined by the ARD. IEP goals will be appropriately addressed as per the curriculum and academic options chosen. Not only will the regular students be served, but all of the special education population including expelled students will be equally served.

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

Title I, Part A- Helping Disadvantaged Children Meet High Standards. Basic Programs Operated by Local Education Agencies (20 USC 6311-6338)

The purpose of the Title I, Part A program is to enable schools to provide opportunities for children from low income families to acquire the knowledge and skills contained in the state content standards and to meet the state student performance standards developed for all children.

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During the first year, Cosmos Foundation will begin planning a comprehensive program under the "Targeted Assistance Schools" to provide services to eligible children identified as having the greatest need for special assistance. Children who meet any of the following criteria may be considered eligible:

children who at any time in the preceding two years received services for youth who are neglected, delinquent or at risk of dropping out under Title I, Part D; children who are homeless; or children living in facilities for youth who are neglected.

Children with disabilities, children with limited English proficiency, children from migratory families, and children who are economically disadvantaged will be eligible for services on the same basis as other children selected to receive services.

Components of our Targeted Assistance Program will:

1. Use Title I, Part A resources to help participating children meet the State's student performance standards expected of all children.
2. Be based on effective means for improving achievement of children.
3. Ensure that planning for students served is incorporated into existing school planning.
4. Use effective instructional strategies that-
  - a. give primary consideration to providing extended learning time such as an extended school year, before- and after-school, and summer programs and opportunities;
  - b. help provide an accelerated high quality curriculum, including applied learning; and
  - c. minimize removing students from the regular classroom during regular school hours for Title I, Part A instruction.
5. Coordinate with and support the regular education program, which may include: counseling, mentoring and other pupil services; college and career awareness and preparation; services to prepare students for the transition from school-to-work;
6. Provide instruction by highly qualified staff;
7. Provide opportunities for professional development for administrators, teachers, and other school staff who work with participating children; and
8. Provide strategies to increase parental involvement.

In addition, each campus conducting a targeted assistance program shall:

1. coordinate Title I, Part A funds with other resources to enable the children served to meet the State content and student performance standards; and
2. review, on an ongoing basis, the progress of participating children and revise the targeted assistance program, if necessary, to provide additional assistance to enable children to meet the State's student performance standards.

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### **Title 1, Part C-Education of Migratory Children (20 USC 6391-6399)**

The purpose of Title I, Part C is to assist states in order to support high quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that result from repeated moves. HSA will provide appropriate educational services and design programs to help migratory children overcome education disruption, cultural and language barriers, social isolation, health problems, and other factors that inhibit the ability of these children to do well in school. Funds will be used for programs that include advocacy and outreach activities that provide information to migratory children and their families on education, health, nutrition, and social services; professional development activities; family literacy programs; and programs to facilitate the transition of high school students to post-secondary education or employment.

### **Title I, Part D-Intervention Programs for Children and Youth who are Neglected, Delinquent, or at Risk of Dropping out**

HSA will not apply for these funds during its initial years because its focus is not on at-risk or incarcerated youth.

### **Title II, Part B-Dwight D. Eisenhower Professional Development Program, State and Local Activities (20 USC 6641-6651)**

The purpose of this section is to provide assistance to ensure that teachers, and, where appropriate, other staff and administrators, parents, and pupils have access to sustained and intensive high-quality professional development. HSA will target professional development activities in the core academic subjects that are tied to State content standards challenging local student performance standards; take into account recent research on teaching and learning; provide professional development which incorporates effective strategies, techniques, methods, and practices for meeting the educational needs of diverse groups of students, including girls and women, minorities, individuals with disabilities, limited English proficient individuals, and economically disadvantaged individuals, *especially in the general sciences and in mathematics*; include strong academic content and pedagogical components which will be of sufficient intensity and duration to have a positive and lasting impact on the teacher's performance in the classroom.

### **Title IV-Safe and Drug Free Schools and Communities (20 USC 7101-7144)**

HSA's own Safe and Drug Free Schools Policies and Safety Plan will be in place when school begins. HSA's Plan is designed for all students and employees to prevent the use, possession, and distribution of tobacco, alcohol, and illegal

drugs by students and to prevent the illegal use, possession, and distribution of such substances by employees; to prevent violence and promote school safety; to create a disciplined environment conducive to learning; and includes activities to promote the involvement of parents and coordination with community groups and agencies. It is anticipated that the need for additional funding will be assessed during the Academy's first year of operation in light of its educational programs (Appendix XIII).

#### **Title VI--Innovative Education Program Strategies (20 US 7301-7373)**

The purpose of Title VI of the Elementary and Secondary Education Act, as amended by the Improving America's Schools Act, is: to support state and local efforts to accomplish YEAR 2000 and National Education Goals; to provide funding to implement promising education reform programs; to provide a continuing source of innovation, and educational improvement, including support for library services and instructional and media materials; and to meet the special educational needs of at-risk and high-cost students.

Our Charter School application is part of this strategy. The focus is to promote coordination of resources for improving education for ALL children by coordinating with other federal and state programs to provide for an integrated, coherent delivery of services to increase student achievement. Site-based decision making decisions about the allocation of resources are to be determined at the campus level, based on local campus needs and priorities.

#### **Section 504 of the Rehabilitation Act - Nondiscrimination under Federal grants and programs (29 US 794)**

Under this section, no qualified individual with a disability in the United States shall, solely by reason of her disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. HSA will comply with all Section 504 regulations as they relate to the identification of service to children with disabilities. See our Chapter XII education programs.

HSA is committed not to discriminate in the acceptance of any child for whom the type of curriculum HSA is proposing is appropriate and who qualify for other federal programs.

The Principal will be the liaison to the local education agency and work closely with that agency to insure a quality and appropriate education for all students. In addition, HSA will designate an individual liaison for each child with an individualized program for purposes of documenting achievement and collaborating on student progress report. HSA will make every effort to collaborate with the local education agency and commits to: • considering a trial



period for students whose placement appropriateness is not fully known, • providing appropriate time for training for staff so as to better understand the social and educational needs of a student, • providing a welcoming and supportive environment, • identifying students which may be entitled to special education services and referring them to School District in accordance with applicable state regulations. HSA will adhere to all federal and state laws, rules and regulations regarding education of students who qualify for other federal programs.

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

ESL: When a student whose native language is other than English enrolls in the HSA, the staff or other qualified personnel will assess the student's English proficiency. The school will provide English Language Services to students identified as Limited English Proficiency (LEP) in addition to their regular program. The English Language Services will be incorporated into the student's Individual Education Plan. The student's program will emphasize the development of reading, listening, speaking, and writing skills needed to function within the classroom. These goals will be achieved through the educational program described earlier that includes individual and group instruction, low pupil to teacher ratio, collaborative learning, multi-age groupings, and use of volunteers. Tutoring will be available to assist with homework as needed. Parents of Limited English Proficiency students will be actively encouraged to participate in the school and join their child in the classroom as a means of increasing the family's English proficiency.

Evaluation of the LEP student for English Language Proficiency will occur at least annually, but more frequently if the child's progress warrants. If 20 or more LEP students who speak the same language and would qualify for a bilingual program are enrolled in HSA, an appropriate program will be developed. The Family Service Coordinator of HSA will be available to assist with translation needs and/or to find volunteers to help facilitate the family's assimilation into life at the school.

COMPENSATORY EDUCATION: HSA's compensatory program will focus on adult literacy education instead of Even Start because of its initial focus on middle school aged students. HSA will submit an application to TEA for Chapter I funding of its program and partner with Austin Community College as the fiscal agent for funds distributed in Travis County. Other compensatory education programs are described elsewhere in this Charter application.

00105

DYSLEXIA: HSA will adopt the Scottish Rite Dyslexia Program for grades 6 through 12. HSA will identify students with conditions such as dyslexia or related disorders and provide appropriate instructional services. These methods and procedures were mentioned above under the Section E.

GIFTED & TALENTED STUDENTS: Students who receive no special educational services often perform lower on standardized tests than their non-gifted peers. In HSA a sliding schedule will provide for extra enrichment classes for talented students. Some electives will be remedial according to the students' needs. Harmony Science Academy's mission statement promotes an education system which enables *'all learners to develop their individual potential'*. For gifted students this requires opportunities to develop in ways which may far exceed expected learning outcomes for their age.

All students are entitled to equal access to learning and achievement. We provide this access by placing exceptional students in the most enabling learning environment possible. HSA will:

1. Emphasize skills in critical thinking, problem solving, and inquiry.
2. Involve the student in selecting and planning field trips.
3. Plan and provide optional and voluntary enrichment activities.
4. Plan assignments and activities that challenge the students to the fullest of their abilities.
5. Provide in-class seminars for students to discuss topics and problems that they are pursuing individually or as members of learning team.
6. Provide independent and dyad a learning opportunities
7. Work with individual students in planning of their own objectives and activities for learning.

Even though every teacher will have weekly office hours to guide students in adviser-advisee sessions and to answer students' questions, there will be a tutoring team founded by chosen teachers. They will cooperate with parents and students individually to determine the needs of students and to encourage the students who have a fear of science. The tutoring center of HSA, new teaching methods different than the classes will be tried according to students with different backgrounds. An attractive and suitable atmosphere will be created and every student will be encouraged to be tutored.

In HSA, tutoring is aimed to be of the highest quality by hiring successful undergraduate and graduate students from local universities. It is our goal to bring the tutoring centers inside the school and regain the trust of families in their schools.

00106

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

HSA will apply its Manual to Combat Truancy prepared by the U.S. Department of Education in cooperating with the Department of Justice. In all instances this procedure will involve parents and adhere to all the student protection, parental consent and notification requirements, and due process provisions of the relevant statutes and applicable regulations.

At-risk students may exhibit one or more of the following characteristics: failure to perform at the specified grade-level in one or more subject areas, poor school attendance, limited English proficiency, disruptive or disaffected behavior, history of behavioral problems, pregnancy and parenthood.

Students will be identified as potentially at-risk by the teachers in the course of daily classroom observations and assessments of pupil performance and behavior, or by their parents/guardians, who will communicate their concerns to the HSA staff.

HSA support for at-risk students follows the prevention, intervention, and improved learning environment approach. Many features of the regular school environment and curriculum promote an atmosphere which minimizes the need for interventions. These include a general approach, such as recognition of a variety of learning and teaching styles and encouragement of active parental involvement for improved home-school communication, as well as specific curriculum items such as conflict resolution or substance abuse in health. HSA will maintain a safe, disciplined school atmosphere to learning.

HSA recognizes that some of the at-risk student's difficulties may be due to health or emotional problems and/or to the family's circumstances. HSA will maintain an up-to-date list of social and health service agencies and organizations at the local and state level, will refer students and/or their families to such agencies or organizations when appropriate, and will follow up each case and act as an advocate for the student family.

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

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

**Math Club:** Math Club is an after-school activity which will use a variety of games designed to promote math skills and thinking strategies. Students with a high interest in math and related areas will learn to make better use of their skills. Work will be directed toward local and national Math Club competitions.

Especially talented students and candidates of math Olympiads will take part in this club and students will be encouraged to join this club. Math talented students will help those who are poor at math. This will take place between the upper grades and others.

**Science Club:** Students with an interest in science will be given an opportunity to experience hands-on activities and experiments in the various areas of science. This club will organize small competitions and exhibits about science and increase the popularity of science in HSA. This club will occupy the most important place in the co-curricular life in HSA.

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

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

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

**Drama Club:** Open to any student who wishes to develop acting skills. The group will meet regularly to listen to guest speakers on various aspects of acting as well as reading through plays and working on character development and stage presence. The Students will be able to express themselves in a variety of ways. They will build upon their existing flair for the dramatics and have a lot of fun in the process the culminating activity will be the performance of a short play chosen by the students.

**Family & Consumer Science Club:** Fun, friends, food, crafts community service! Students will use their creative skills to make projects for themselves, families, friends and/or to "serve" others in their community and school. Students will meet monthly. Fees will be charged for the cost of the materials for each project.

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

00108

**Math Olympiad:** There will be two separated small math Olympiad inside the school; Math Counts (Grades 6-8), and Math Bowl (Grades 9-12) encourage students to develop an interest in and enthusiasm for math and problem solving, and contribute to intellectual development. They will provide opportunities for math enrichment, along with academic competition with students from other schools. successful students will be chosen by these small competitions to study and join other national and international Olympiads. There will be special, chosen Olympiad teams, who will study with their guide math teacher for Olympiads. HSA will provide them with a suitable atmosphere to study well.

**Science Olympiad:** Science Olympiad is another important goal in Harmony Science Academy. It aims to join international science, biology and environmental Olympiads. All science talented students will be encouraged to become involved in science Olympiads. There will be science teams who will study for Olympiads with a special guide teacher. Students will also compete with other public and private schools.

**Student Council:** An organization of student representatives whose main purpose is to make students' interests known while providing opportunities for leadership and service within the school and community. Students will be elected from their Prime time to form a general body. The entire school will elect members of the Senate. Both groups will meet at regular periods. Middle School Student Government will develop leadership, serves as an information conduit between students and teachers, and promotes social and service activities.

**ATHLETIC TEAMS:** HSA is planning to establish several sport teams, which includes but not limited to soccer, basketball, and volleyball. Besides cooperating with other schools, HSA is also planning to develop mini-Olympiads.

**SCHOOL WEB SITE:** Students, teachers, administrative staff and the trustees of the school will provide the content for the school web site. This will be a valuable resource for posting an up-to-date school calendar and a method to coordinate school events. Parents will find useful information about events and important information on the school. A password protected area on the web site will be used for parent, teacher, and student access only. Students will post information about the projects they are working on which may promote interchange on the subjects with students of other schools. It will also provide a means to communicate about HSA, its mission, and for potential students and parents of those students to get an idea of what the school is about. The web site address of the HSA is <http://www.hsatx.org>.

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

HSA has signed or plans to develop agreements with several charter schools to conduct joint advanced science and mathematics education programs, joint arts exhibitions, and joint sports programs.

00100

In addition, the representatives of HSA have contacted with Texas Parks and Wildlife and the Texas Military Forces Museum to conduct seminars and museum visits will constitute the backbone of the program.

HSA has contacted with the City Police Department to activate a Drug Free America program at HSA. The officers of the police department will hold seminars to inform the students about the drugs.

More information and objectives of these programs were given in the community support section of this proposal.

## **J. Student Assessment**

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

All students, unless otherwise exempt, are required by Texas Law to pass The Texas Assessment of Academic Skills (TAAS) in order to receive a high school diploma. This series of tests includes testing in Reading, Mathematics, and Writing. In the eighth grade, students get a head start on meeting graduation requirements when they take the eighth grade TAAS test in all three tested areas. The results of this test will identify areas of strength and weaknesses in preparation for the exit level TAAS test, which they will take in the tenth grade. These tests also include Social Studies and Science. Students must pass the exit level TAAS test to get a diploma. The TAAS test will provide a framework for analyzing and evaluating student performance. Other evaluations will include interim grade reports, discipline referrals, school/community service participation, and student/parent surveys/questionnaires. HSA students' TAAS scores will meet or exceed accepted standards for the selected student population. Rather than serving solely as a means to judge an end product, assessment of student performance will be an integral component of the learning process. Students will come to an understanding of assessment as a part of the process of continuous improvement. Continuous assessment of student performance is an integral component of the individual learning plans.

Individual learning plans are the mechanism for implementing the core of the mission of HSA that each and every student at the school be given ample opportunity to reach their highest potential on a daily basis. Completing an examination or a term paper is not the focal point of the student's day. Teaching, learning, and assessing will be implemented in a manner that instills in students the belief that learning is continuous, that errors or mistakes are not red marks on a paper signifying failure, but are check-in points to show the way toward continuous improvement. At HSA, failure is viewed as a natural part of

life's learning processes, an inherent characteristic of constant growth and development. Each student will be challenged to reach to and then beyond what they believe themselves capable.

Performance tasks will be created to provide explicit information about students' ability to achieve selected content standards and life-long learning standards. Student performance will be evaluated through reference to scoring rubrics which describe levels of performance. Performance tasks will be created by teachers and students within the following parameters: the task requires students to communicate results clearly, to collaborate with the teacher, other adults and students, as well as to work on their own; the task requires sufficient mastery of principles so that students are able to appropriately bring them to bear on large, multifaceted problems of real-life; and the task requires students to construct new knowledge.

Students learn through the construction and completion of tasks as well as through utilizing rubrics designed for student self-assessment. Presentations and demonstrations by individuals and groups will be featured during scheduled parent/community visits. These presentations will reflect the varied modes of learning and expression of students. Self-assessment will also be conducted through the use of journal writing in response to probes of understanding (a question asked by the teacher to elicit assessment information for specific standards).

Pupil outcome goals will be part of a comprehensive evaluation plan using traditional standardized tests, essays, surveys, oral presentations, community feedback, portfolios and exhibitions, and newly created performance indexes.

Our assessment methods are based on the following beliefs:

In order to have a complete picture of a student's growth, different types of assessments must be used. Assessments for individual students should focus on a student's growth towards a proficiency standard rather than comparing a student's performance against other students.

There should be a close relationship between a desired student outcome and the means used to assess it.

Assessing what students do with knowledge is as important as assessing what knowledge they have.

Assessment should promote and support reflection and self-evaluation on the part of students, staff and parents.

00111

### Assessment by Subject Levels

SUBJECT MATTER	ASSESSMENT
English Literature	Varied writing assignments, portfolios, exhibitions, and standardized tests
Social Sciences	Essays and multiple choice exams, portfolios, exhibitions, and standardized tests
Mathematics	Projects, portfolios, exhibitions, and standardized tests
Art	Portfolios, exhibitions, and art history exams
Foreign Languages	Oral and written examinations, cultural performances and standardized tests

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

Assessments include the following: Writing on demand, essay exams, peer review, portfolios, exhibitions, oral presentations of reading, and standardized tests.

Subject matter assessments for outcome goals are as follows:

1. Essays, community surveys, journals, portfolios, and exhibitions.
2. Portfolios, exhibitions, and projects.
3. Student reports updating a listing of courses taken, a list of those not yet taken, and a schedule/plan for completion.

### Assessment of Pupil Outcome Goals

**Pupil outcome goals**  
**ASSESSMENT**  
Proficiency in reading and writing  
Varied writing assignments, portfolios, exhibition, and standardized tests  
Mastery of designated goals in English, History, Mathematics, Science, Art, and Foreign Language  
Essays, exams, standardized tests, portfolios, exhibitions, lab practical, and oral examinations  
Mastery of specific leadership skills designated by school community (e.g. presentation, meting facilitation, conflict resolution, diversity, sensitivity, and knowledge  
Essays, surveys, journals, portfolios, exhibitions, and performance examinations  
Technology and Computer  
Portfolios, exhibitions, and projects

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

Assessments include the following:

Aggregate progress on individual pupil outcomes and chart progress over time.  
Compare Harmony Science Academy TAAS test scores to standardized test scores for comparable schools.



Compile annual Harmony Science Academy attendance records and compare to other comparable schools.

Compile Harmony Science Academy dropout records and compare to other comparable schools.

HSA will develop a School Performance Index with the assistance of the school community, other charter schools and research universities. The comparison will include data from progress on leadership and other school standards; standardized tests such as International Baccalaureate, Advance Placement, PSAT, SAT and ACT results; community service activities; school-to-work initiatives; and other measures of student performance such as competitions, Olympiads and college and career placements. To the extent possible, this School Performance Index should compare HSA to schools that have similar student populations (e.g. race, gender, socioeconomic status).

#### **Assessment of School Outcome Goals**

**School outcome goals**  
Assessment  
Progress in aggregated pupil outcomes  
Aggregate individual pupil outcome goals  
Student improvement on standardized tests  
Compare standardized tests to compatible schools  
High attendance  
Compare school and districts attendance records  
Low dropout  
Compare schools and district dropout records  
Positive rating on school performance index  
Create school performance index; Standardized tests; quantification of progress in other school goals

00113

**APPENDIX I**

**Tax Exemption Application Of Cosmos Foundation**

**Harmony Science Academy**

**Austin, Texas**

G0114

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.  
ATTORNEYS AT LAW  
1400 SUMMIT TOWER  
ELEVEN GREENWAY PLAZA  
HOUSTON, TEXAS 77046-1104

FRANK SOMMERVILLE  
SHAREHOLDER  
BOARD CERTIFIED - TAX LAW  
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TELEPHONE (713) 961-9045  
FACSIMILE (713) 961-5341  
EMAIL [REDACTED]

January 18, 2000

Mr. Soner Tarim  
c/o Cosmos Foundation, Inc.  
712 Bering, Suite G  
Houston, Texas 77057

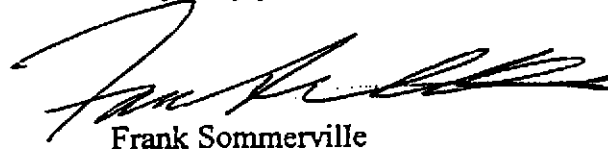
Re: Tax Exemption

Dear Soner:

As you are aware, I am a tax attorney who primarily practices with nonprofit organizations. I reviewed and edited IRS Form 1023 (Application for Recognition of Exemption) for Cosmos Foundation, Inc. Afterwards, I filed it with IRS. I anticipate that IRS will approve that application and issue its letter of recognition in March or April 2000.

Please call if you have any questions.

Very truly yours,

  
Frank Sommerville

OFS:mjah

COPY

Form **8718**  
(Rev. January 1998)  
Department of the Treasury  
Internal Revenue Service

**User Fee for Exempt Organization  
Determination Letter Request**  
▶ Attach this form to determination letter application.  
(Form 8718 is NOT a determination letter application.)

For IRS Use Only

Control number \_\_\_\_\_  
Amount paid \_\_\_\_\_  
User fee screener \_\_\_\_\_

1 Name of organization

COSMOS FOUNDATION, INC.

2 Employer Identification Number

76 0615245

Caution: Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

## 3 Type of request

Fee

- a ☐ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging not more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging not more than \$10,000 during its first 4 years ▶ \$150
- Note: If you checked box 3a, you must complete the Certification below.

## Certification

I certify that the annual gross receipts of \_\_\_\_\_  
name of organization  
have averaged (or are expected to average) not more than \$10,000 during the preceding 4 (or the first 4) years of operation.

Signature ▶

Title ▶

- b ☒ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging more than \$10,000 during its first 4 years .. ▶ \$500
- c ☐ Group exemption letters .. ▶ \$500

## Instructions

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 98-8, 1998-1, I.R.B. 225.

Check the box on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the Internal Revenue Service for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Send the determination letter application and Form 8718 to:

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

If you are using express mail or a delivery service, send the application and form 8718 to:

Internal Revenue Service  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011

Attach Check or Money Order Here

Pay to the Order of IRS \$ 500.00  
Only five hundred 00/100 Dollars  
Bank of America.

For \_\_\_\_\_

**APPENDIX II**

**Certificate of Incorporation of Cosmos Foundation**

**Harmony Science Academy**

**Austin, Texas**





The State of Texas  
Secretary of State

Harmony Science  
Academy  
Houston &  
Austin

CERTIFICATE OF INCORPORATION  
OF

COSMOS FOUNDATION, INC.  
CHARTER NUMBER 01542291

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 5, 1999

EFFECTIVE JULY 5, 1999

  
A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State

COPY

ARTICLES OF INCORPORATION  
OF

FILED  
In the Office of the  
Secretary of State of Texas

JUL 05 1999

COSMOS FOUNDATION, INC.  
A NON-PROFIT CORPORATION

Corporations Section

The undersigned natural person acting as incorporator of a corporation (the "Corporation") under the provisions of the Texas Non-Profit Corporation Act (as amended from time to time), adopts the following Articles of Incorporation:

ARTICLE 1

The name of the corporation is Cosmos Foundation, Inc.

The duration of this corporation is perpetual.

ARTICLE 2

Purposes and Powers

Section 2.01. Purposes. The Purposes for which the Corporation is organized are as follows:

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

**Ancillary Purpose:** To perform charitable activities within the meaning of Internal Revenue Code Section 501(C)(3) and Texas Tax Code Section 11.18 (C)(1), consistent with the primary purpose listed above.

Section 2.02. Powers. The Corporation, subject to any specific written limitations or restrictions imposed by Texas Business Corporation Act (as amended from time to time) or these Articles of Incorporation, shall have and exercise the following powers:

- a. **Statutory Powers.** To have and exercise all of the powers specified in the Texas Non-Profit Corporation Act.
- b. **Implied Powers.** To have and exercise all implied powers necessary and proper to carry out its express powers.

- c. **Construction of Powers.** Each of the foregoing clauses of this Section shall be construed as independent powers and the matters expressed in each clause shall not, unless otherwise expressly provided, be limited by reference to, or inference from, the terms of any other clause. The enumeration of specific powers shall not be construed to be limiting or restricting in any manner either the meaning of general terms used in any of these clauses, or the scope of the general powers of the Corporation created by them; nor shall the expression of one thing in any of these clauses be deemed to exclude another not expressed, although it be of like nature.

**Section 2.03. Carrying Out of Purposes and Exercise of Powers in any Jurisdiction.** The Corporation may carry out its purposes and exercise its powers in any state, territory, district, or possession of the United States, or in any foreign country, to the extent that these purposes and powers are not forbidden by the law of the state, territory, district or possession of the United States, or by the foreign country; and it may limit the purpose of purposes that it proposes to carry out or the powers it proposes to exercise in any application to do business in any state, territory, district, or possession of the United States, or foreign country.

**Section 2.04. Director of Purposes and Exercise of Powers by Directors.** The Board of Directors, subject to any specific written limitations or restrictions imposed by the Act or by these Articles of Incorporation, shall direct the carrying out of the purposes and exercise the powers of the Corporation without previous authorization or subsequent approval by the shareholders of the Corporation.

### **ARTICLE 3**

**Section 3.01. Members.** The Corporation shall have no members.

### **ARTICLE 4**

#### **Provisions for Regulation of the Internal Affairs of the Corporation**

**Section 4.01. Bylaws.** The initial Bylaws shall be adopted by the Board of Directors. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with the Act or these Articles of Incorporation. Any action which can be taken at any annual or special meeting of Directors may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by the number of Directors that would be necessary to take such action at a meeting at which all Directors who were eligible to vote were present and voted.



**Section 4.02. Directors and management.** The direction and management of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in the Board of Directors composed of such number (not less than five) as may be fixed by the Bylaws. Until changed by the Bylaws the original number of Directors shall be five (5).

**Section 4.03. Indemnification and Related Matters.** To the fullest extent permitted by Texas Non-Profit Corporation Act Article 1396-2.22A (as amended, except that any repeal or modification will be prospective only, and shall not effect any limitation of indemnity existing at such time), the Board of Directors shall authorize the Corporation to indemnify any present or future Director, officer, employee, or agent of the Corporation against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with a proceeding in which the person was, is, or is threatened to be made a named defendant or respondent because the person is or was a Director, officer, employee, or agent of the corporation.

**Section 4.04. Prohibited activities.** The Corporation and its Directors shall not engage, participate or intervene in any activity or transaction which would result in the loss of the corporation of its status as an organization exempt under section 501 (a) of the Internal Revenue Code of 1986 (the "Code") or corresponding provisions hereinafter in effect, as an organization described in section 501 (c)(3) of the Code, or corresponding provisions hereinafter in effect, and the use, directly or indirectly, of any part of the Corporation's assets in any such activity or transaction is hereby prohibited.

**Section 4.05. Property of the Corporation.** The property of the Corporation is irrevocably pledged to charitable purposes. In the event of the dissolution of the Corporation, by the lapse of time or otherwise, when it has, or is entitled to, any interest in funds or property of any kind, real, personal or mixed, such funds or property rights thereto shall not be transferred to private ownership, but the board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall transfer and set over such property to an organization which is exempt from federal taxation under section 501 (c)(3) of the Code or corresponding provisions hereafter in effect, and which is engaged in activities substantially similar to those of the Corporation carried out in furtherance to the purposes specified herein, or, if none is in existence, then such funds or property or rights thereto shall be transferred and set over in such manner and to such organization(s) which shall at such time of dissolution qualify as an organization(s) exempt from federal taxation under section 501(a) of the Code, or corresponding provisions hereafter in effect, as the Board of Directors in its sole discretion shall determine.

## **ARTICLE 5**

### **Address of Initial Registered Office And Name of Initial Registered Agent**

**Section 5.01. Registered Office.** The address of the initial registered office of the Corporation is: 712-G Bering, Houston, Texas 77057.

**Section 5.02. Registered Agent.** The name of the initial registered agent of the Corporation, an individual resident in Houston, Texas, whose business office is at such address, is Soner Tarim.

**ARTICLE 6**  
**Data Respecting Directors**

**Section 6.01. Initial Board of Directors.** The initial Board of Directors shall consist of five (5) members, who need not be residents of the State of Texas or shareholders of the Corporation.

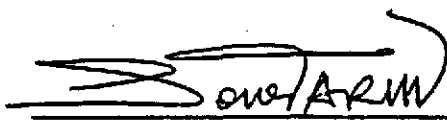
**Section 6.02. Names and Addresses.** The names and addresses of the persons who are to serve as Directors until the first annual meeting of shareholders and until their successors shall be elected and qualified, follow:

<u>Name</u>	<u>Address</u>
Soner Tarim	7611 Vicki John Houston, Texas 77071
M. Ruhi Ozgel	712-G Bering Houston, Texas 77057
Ayhan Ekinici	712-G Bering Houston, Texas 77057
Yetkin Yildirim	3351 Lake Austin Blvd., #B Austin, Texas 78703
Hokki Muratli	10602 Stone Canyon Rd., #365 Dallas, Texas 75230

**Section 6.03. Increase or Decrease of Directors.** The number of Directors may be increased or decreased from time to time by amendment of the Code of Bylaws; but no decrease shall have the effect of reducing such number below five (5) or for shortening the term of any incumbent director. In the absence of a provision in the Bylaws fixing the number of Directors, the number shall be five (5).

ARTICLE 7  
Data Respecting Incorporator

The name and address of the incorporator of the Corporation, a natural person, is Soner Tarim, 7611 Vicki John, Houston, Texas 77071.

  
\_\_\_\_\_  
Soner Tarim

VERIFICATION

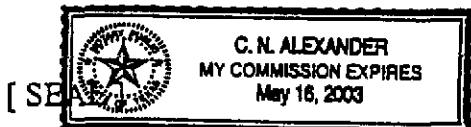
STATE OF TEXAS


COUNTY OF BRAZOS

\*  
\*  
\*

BEFORE ME, a Notary Public, on this day personally appeared Soner Tarim, known to me to be the person whose name is subscribed to the foregoing document and, being by me duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 1 day of July, 1999.



  
\_\_\_\_\_  
Notary Public in and for the  
STATE OF TEXAS

My commission expires:

5-16-03

**APPENDIX III**

**Bylaws for Cosmos Foundation**

*In  
Harmon's file*

**Harmony Science Academy**

**Austin, Texas**



# **BYLAWS FOR COSMOS FOUNDATION, INC.**

## **ARTICLE 1**

### **OFFICES**

#### **Principal Office**

1.01. The principal office of the Corporation in the State of Texas shall be located at 712 G, Bering, Houston, Texas 77057. The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.

#### **Registered Office and Registered Agent**

1.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

## **ARTICLE 2**

### **BOARD OF DIRECTORS**

#### **Management of the Corporation**

2.01. The affairs of the Corporation shall be managed by the Board of Directors.

#### **Number, Qualifications, and Tenure of Directors**

2.02. The number of Directors shall be five (5), or as subsequently amended by majority vote of the directors. Directors need not be residents of Texas.

#### **Nomination of Directors**

2.03. At any meeting at which the election of a director occurs, a director may nominate a person with the second of any other director. In addition to nominations made at meetings, a nominating committee shall consider possible nominees and make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs.

#### **Election of Directors**

2.04. A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of the a majority of the Board of Directors. Each director shall hold office until a successor is elected and qualified. A director may - [if desired, add: not] be elected to succeed himself or herself as director.

## **Vacancies**

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

## **Annual Meeting**

2.06. The annual meeting of the Board of Directors may be held without notice other than these Bylaws. Such meeting shall be held on the 10th day of September each year.

## **Regular Meetings**

2.07. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held either within or without the State of Texas and shall be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.

## **Special Meetings**

2.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place within or without Texas as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.

## **Notice**

2.09. Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

## **Quorum**

2.10. Three directors or A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

### **Duties of Directors**

2.11. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interests of the members. In acting in their official capacity as directors of this corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

### **Actions of Board of Directors**

2.12. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the bylaws. A director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

### **Proxies**

2.13. A director may vote by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution.

### **Compensation**

2.14. Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director shall be commensurate with the services performed and reasonable in amount.

### **Removal of Directors**

2.15. The Board of Directors or members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend four consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda the notice shall state the possible cause for removal. The director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of fifty (50) percent of the Board of Directors.

## **ARTICLE 3**

### **OFFICERS**

#### **Officer Positions**

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

#### **Election and Term of Office**

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

#### **Removal**

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

#### **Vacancies**

3.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

#### **President**

3.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

#### **Vice President**

3.06. When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or board of directors.



### **Treasurer**

#### **3.07. The treasurer shall:**

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositaries as provided in the bylaws or as directed by the Board of Directors or president.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the Corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the president or by the Board of Directors.
- (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.
- (i) Perform all of the duties incident to the office of treasurer.

### **Secretary**

#### **3.08. The Secretary shall:**

- (a) Give all notices as provided in the bylaws or as required by law.
- (b) Take minutes of the meetings of the members and of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Keep a register of the mailing address of each [If corporation has members, add: member], director, officer, and employee of the Corporation.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

## **ARTICLE 4**

### **COMMITTEES**

#### **Establishment of Committees**

4.01. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the articles of incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation.
- (d) Authorize the voluntary dissolution of the Corporation.
- (e) Revoke proceedings for the voluntary dissolution of the Corporation.
- (f) Adopt a plan for the distribution of the assets of the Corporation.
- (g) Amend, alter, or repeal the bylaws.
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Corporation.
- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 5.04, below.
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.

#### **Authorization of Specific Committees**

4.02. There shall be the following committees: Membership, Nominating, and Program Committees. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

#### **Term of Office**

4.03. Each member of a committee shall continue to serve on the committee until the next annual meeting of the Directors of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is

removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

### **Chair and Vice-Chair**

4.04. One member of each committee shall be designated as the chair of the committee and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the president of the Corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

### **Notice of Meetings**

4.05. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than , seven nor more than 30 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.

4.06. One half of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the chair may adjourn and reconvene the meeting one time without further notice.

### **Actions of Committees**

4.07. Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

### **Proxies**

4.08. A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after 4 months from the date of its execution.

### **Compensation**

4.09. Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

## **Rules**

4.10. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

## **ARTICLE 5**

### **TRANSACTIONS OF THE CORPORATION**

#### **Contracts**

5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

#### **Deposits**

5.02. All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies, or other depositories that the Board of Directors selects.

#### **Gifts**

5.03. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

#### **Potential Conflicts of Interest**

5.04. The Corporation shall not make any loan to a director or officer of the Corporation. A member, director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.

#### **Prohibited Acts**

5.05. As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer, or committee member of the Corporation shall:

- (a) Do any act in violation of the bylaws or a binding obligation of the Corporation.

- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
- (d) Receive an improper personal benefit from the operation of the Corporation.
- (e) Use the assets of this Corporation, directly or indirectly, for any purpose other than carrying on the business of this Corporation.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
- (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

## **ARTICLE 6**

### **BOOKS AND RECORDS**

#### **Required Books and Records**

6.01. The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
- (c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors.
- (d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.
- (e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
- (f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
- (g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.

(h) The Corporation's federal, state, and local information or income tax returns for each of the Corporation's three most recent tax years.

### **Inspection and Copying**

6.02. Any director, officer, or committee member of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Corporation and if the person submits a request in writing. Any person entitled to inspect and copy the Corporation's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Corporation's books and records may do so at a reasonable time no later than five working days after the Corporation's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Corporation's books and records by members. The fees may cover the cost of materials and labor, but may not exceed - cents per page. The Corporation shall provide requested copies of books or records no later than five working days after the Corporation's receipt of a proper written request.

## **ARTICLE 7**

### **FISCAL YEAR**

The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

## **ARTICLE 8**

### **INDEMNIFICATION**

#### **When Indemnification is Required, Permitted, and Prohibited**

8.01. (a) The Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(c) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other

participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 8.01(a), above.

(e) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in an proceeding brought by the Corporation; or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Corporation may indemnify a person under the bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

#### **Procedures Relating to Indemnification Payments**

8.02. (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 8.02(c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 10.02(a)(i) or 10.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by paragraph 8.02(a)(iii), above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not preclude indemnification and the Corporation receives a written affirmation and undertaking from the person to be indemnified. The

determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 8.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

## **ARTICLE 9**

### **NOTICES**

#### **Notice by Mail or Telegram**

9.01. Any notice required or permitted by the bylaws to be given to a director, officer, or member of a committee of the Corporation may be given by mail or telegram. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address by giving written notice to the secretary of the Corporation.

#### **Signed Waiver of Notice**

9.02. Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

#### **Waiver of Notice by Attendance**

9.03. The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE 10**

### **SPECIAL PROCEDURES CONCERNING MEETINGS**

#### **Meeting by Telephone or Internet**

10.01. The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference call procedures or email/internet conference in which all persons participating in the meeting can hear each other or proper security measures and transactional criteria acceptable to the Board of Directors have been instituted and are followed. The notice of a such a meeting by telephone conference or email/internet conference must state the fact that the meeting will be held by telephone or email/internet conference as well as



all other matters required to be included in the notice. Participation of a person in a such a meeting constitutes presence of that person at the meeting.

### **Decision Without Meeting**

10.02. Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all of the persons entitled to vote on the matter. The original signed consents shall be placed in the Corporation minute book and kept with the Corporation's records.

### **Voting by Proxy**

10.03. A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the secretary or other designated officer shall remain in force and effect until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the terms of the proxy.
- (c) The proxy authority expires under the terms of the Bylaws.

## **ARTICLE 11**

### **AMENDMENTS TO BYLAWS**

The bylaws may be altered, amended, or repealed, and new bylaws may be adopted a majority vote by the Board of Directors. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

#### **Legal Authorities Governing Construction of Bylaws**

12.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

### **Legal Construction**

12.02. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

### **Headings**

12.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

### **Gender**

12.04. Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

### **Seal**

12.05. The Board of Directors may provide for a corporate seal. Such a seal would consist of two concentric circles containing the words Cosmos Foundation, Inc., "Texas," in one circle and the word "Incorporated" together with the date of incorporation of the Corporation in the other circle.

### **Power of Attorney**

12.06. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary of the Corporation to be kept with the Corporation records.

### **Parties Bound**

12.07. The bylaws shall be binding upon and inure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

### **CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting secretary of Cosmos Foundation, Inc and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on August 25, 1999.

DATED: 08/25/, 1999.

 [signature]  
Ayhan Ekinici

Secretary of the Corporation

**Appendix IV**

**Biographical Affidavit Forms**

**Harmony Science Academy**

**Austin, Texas**



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Cosmos Foundation  
Harmony Science 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): Maria Frances Curtis-Richardson
2. Have you ever had your name changed? Yes If yes, give reason for the change: marriage

b. Maiden Name (if female) Curtis  
c. Other names used at any time Mieke (mee-ka), nickname

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED]
5. Business Address: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
August 1999 to present	709 A Graham Place	Austin, TX	78705
May 1998 to July 1999	14 Rue Lafayette #65	Tangier, Morocco	
August 1997 to May 1998	2323 S. Lakeshore Blvd. # 17-110	Austin, TX	
August 1996 to August 1997	7131 Woodhollow #109	Austin, TX	78731
August 1994 to August 1996	136 Jefferson Place	Decatur, GA	
May 1993 to August 1994	741 Frederica St. #19	Atlanta, GA	

7. Education: Dates, Names, Locations and Degrees

College August 1989 to June 1995, Georgia State University, Atlanta, GA, BA

Graduate Studies August 1996 to present, University of Texas at Austin, MA

currently enrolled in PhD program  
Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: American Anthropological Association, American Ethnological Association

9. Present or Proposed Position with the Proposed Charter School: Board member Y.Y.

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

DATES	EMPLOYER	ADDRESS	TITLE
August 1999 to present	University of Texas Learning Center		Peer Counselor
August 1999 to present	University of Texas Intercollegiate Women's Athletics		Academic Ment
March 1994 to March 1996	Georgia State University		Research Assistant to Dr. Blakley
August 1992 to August 1993	Norma's Flair	Atlanta Ga.	Manager, women's clothing
August 1989 to August 1991	Effie's Inc.	Atlanta, Ga.	Asst-Manager, women's clothing

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no  
If yes, give details: \_\_\_\_\_

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

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

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

If yes, give details: \_\_\_\_\_

16. Have you ever been adjudged bankrupt? no

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

If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 31 day of December, 19 99, at Douglas County, Georgia

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

Maria F. Curtis-Richardson  
(Signature of Affiant)

State of Georgia  
County of Douglas

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

Subscribed and sworn to before me this 31 day of December, 19 99

[Signature]  
(Notary Public)

My commission expires \_\_\_\_\_

(SEAL)

Notary Public, Douglas County, Georgia  
My Commission Expires Aug. 28, 2001

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Cosmos Foundation  
Harmony Science 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): Hakki Muratli

2. Have you ever had your name changed? No If yes, give reason for the change  
\_\_\_\_\_

b. Maiden Name (if female) None

c. Other names used at any time None

3. Social Security Number\* [REDACTED]

4. Date and Place of Birth: [REDACTED] Konya-Turkey

5. Business Address: 6516 Forest Park Rd. Dallas, Tx 75235  
Business Telephone: 214-358 0174

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>08-01-98 to present</u>	<u>10602 Stone Canyon Rd. #365</u>	<u>Dallas, TX</u>	<u>75230</u>
<u>08-01-97 to 08-01-98</u>	<u>108 W. 45<sup>th</sup> Street #301</u>	<u>Austin, TX</u>	<u>78751</u>
<u>08-15-96 to 08-01-97</u>	<u>4413 Speedway #207</u>	<u>Austin, TX</u>	<u>75751</u>
<u>09-01-90 to 08-15-96</u>	<u>Oyak Sitesi 14. Giris Daire 23</u>	<u>Cankaya, Ankara-Turkey</u>	

7. Education: Dates, Names, Locations and Degrees

College: Attended Middle East Technical University in Ankara Turkey from August 1988 to June 1993 and received B.S. Degree in Civil Engineering

Graduate Studies: Attended University of Texas at Austin from August 1996 to May 1998 and received M.S. Degree in Structural Engineering

Others \_\_\_\_\_

8. List Membership in Professional Societies and Associations: None

9. Present or Proposed Position with the Proposed Charter School : None

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

DATES	EMPLOYER	ADDRESS	TITLE
07-01-98 to present	Datum Engineering	6516 Forest Park Rd. Dallas, TX 75235	Design Engineer
01-15-97 to 05-15-98	UT at Austin	University of Texas at Austin Austin, TX	Research Assistant
12-01-93 to 06-01-96	Middle east Technical University	Ankara, Turkey	Graduate Teaching Assistant

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

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

12. a Have you ever been in a position which required a fidelity bond? No  
If any claims were made on the bond, give details: None

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

If yes, give details: \_\_\_\_\_

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

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

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



If yes, give details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Have you ever been adjudged bankrupt? No

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

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

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

Dated and signed this 17<sup>th</sup> day of January 2000, in Dallas.

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.

Hakkı Muratlı  
(Signature of Affiant)

State of Texas  
County of Dallas

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

Subscribed and sworn to before me this 17<sup>th</sup> day of  
January, 2000.

Sherry Marsha Whitlock  
(Notary Public)

My commission expires 10-16-2001



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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
COSMO FOUNDATION  
HARMONY SCIENCE 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): SULEYMAN BAHCECI
2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

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

3. Social Security Number: \_\_\_\_\_

4. Date and Place of Birth: \_\_\_\_\_ Turkey

5. Business Address: The University of Texas, Dept. of Chemistry, Austin, TX 78712  
Business Telephone: (512) 431-4671

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
10/99 -	6805 Woodhollow, #737	Austin, TX	78731
1/99 - 9/99	1628 W. 6th St. Apt D	Austin, TX	78703
9/98 - 12/98	3543 Greystone, #2132	Austin, TX	78731
8/97 - 8/98	2505 Loajview, #331	Austin, TX	78705
8/96 - 7/97	2524 Greystone, #207	Austin, TX	78731

7. Education: Dates, Names, Locations and Degrees

College 1987-1991, Middle East Technical University, Ankara, Turkey, B.S.

Graduate Studies 1991-95, Middle East Technical University, Ankara, Turkey, M.S.  
1995-97, The University of Texas at Austin, Austin, TX, M.A.

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

16. Have you ever been adjudged bankrupt? No

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

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

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

Dated and signed this 19 day of January,  
19 2000, at UT Austin

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.

Suleyman Bahceci  
(Signature of Affiant)

State of Texas  
County of Tarrant

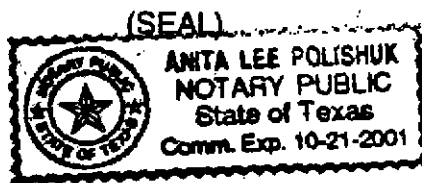
Personally appeared before me the above named Suleyman Bahceci  
personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of

January, 2000

Anita Polishuk  
(Notary Public)

My commission expires 10-21-2001



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

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

Harmony Science 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): Lester R. Kurtz
2. Have you ever had your name changed? no If yes, give reason for the change:  
b. Maiden Name (if female)  
c. Other names used at any time
3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED], York, Nebraska USA
5. Business Address: Sociology Department, Univ. of Texas, Austin, TX 78712  
Business Telephone: (512) 232-6316

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
1994-present	3205 Harris Park Ave.	Austin, TX	78705
1993-1994	200 Crockett	Austin, TX	78704
1992-1993	Tunghai University	Taiching, Taiwan	
1990-1991	1704 Summit View	Austin, TX	78704

7. Education: Dates, Names, Locations and Degrees

College      1967-1972, Westmar College, LeMars, Iowa B.A.

Graduate Studies   1972-1974, Yale University, New Haven, CT, M.A.R.  
                             1974-1980, University of Chicago, Chicago, IL, Ph.D.

Others

[REDACTED]

8. List Membership in Professional Societies and Associations:  
 American Sociological Association  
 Peace Studies Association  
 Association for the Sociology of Religion  
 Buddhist-Christian Studies Association
9. Present or Proposed Position with the Proposed Charter School :  
 Board member

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

DATES	EMPLOYER	ADDRESS	TITLE
1980-present	University of Texas	Austin, TX 78712	Asst. Professor Assoc. Professor Professor
1996	University of Chicago	Chicago, IL	Visiting Assoc. Professor
1995-1996	Northwestern Univ.	Evanston, IL	Visiting Scholar
1992-1993	Tunghai University	Taichung, Taiwan	Visiting Research Professor
1990	University of Delhi,	Delhi, India	Visiting Professor
1979-1980	Illinois Inst. of Techology	Chicago, IL	Lecturer

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? no

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

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? yes. If so, please furnish details: divorce, Williamson County, Texas

Dated and signed this 19 day of January, 2000, at Austin, Texas

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

[Signature]  
(Signature of Affiant)

State of Texas  
County of Travis

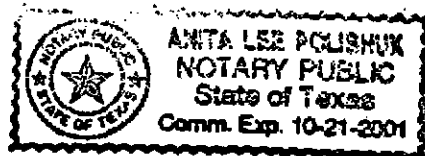
Personally appeared before me the above named Lester Kurte personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19<sup>th</sup> day of January, 2000

Anita Polishuk  
(Notary Public)

My commission expires 10-21-2001

(SEAL)



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

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

Cosmos Foundation, Inc.      and      Harmony Science 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):

Murat Torlak

2. Have you ever had your name changed? \_NO\_ If yes, give reason for the change:

\_\_\_\_\_

\_\_\_\_\_

b.Maiden Name (if female)

c.Other names used at any time

3. Social Security Number\*: [REDACTED]

4. Date and Place of Birth: [REDACTED] Konya, TURKEY

5. Business Address: 2601 N. Floyd Road, EC 33, The University of Texas at Dallas  
Richardson, TX 75083

Business Telephone: (972)-883-4624

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
9/99-Present	7101 Chase Oaks Blvd #622	Plano, TX	75025
4/93-8/99	3483 Lake Austin Blvd Apt:A	Austin, TX	78703

[REDACTED]

8/90-3/93 Kilicaslan M., Ogretmenler S., #4/8 Konya, TURKEY

7. Education: Dates, Names, Locations and Degrees

College 7/1992, Hacettepe University, Ankara, Turkey, B.S.

Graduate Studies

8/1999, The University of Texas at Austin, Austin, Texas, Ph.D.

12/1995 The University of Texas at Austin, Austin, Texas, M.S.

Others

8. List Membership in Professional Societies and Associations:

Institute of Electrical and Electronics Engineers (IEEE)

IEEE Societies: Signal Processing, Communications, Information Theory

9. Present or Proposed Position with the Proposed Charter School :

Member of School Board

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

DATES	EMPLOYER	ADDRESS	TITLE
9/99-Present	Univ. of TX Dallas	Richardson, TX	Assistant Professor
9/98-8/99	Univ. of TX Austin	Austin, TX	Research Assistant



6/98-8/98	Cwill Telecomm., Inc.	Austin, TX	Software Engineer
9/97-5/98	Univ. of TX Austin	Austin, TX	Research Assistant
6/97-8/97	Cwill Telecomm., Inc.	Austin, TX	Software Engineer
9/94-5/97	Univ. of TX Austin	Austin, TX	Research Assistant

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

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

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

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

If yes, give details:

\_\_\_\_\_

\_\_\_\_\_

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

N/A

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

NO If yes, give details:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
16. Have you ever been adjudged bankrupt? NO

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

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?

NO

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

Dated and signed this 7 day of January,  
2000, at

The University of Texas at Dallas

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.

State of TEXAS  
County of Collin

Personally appeared before me the above named

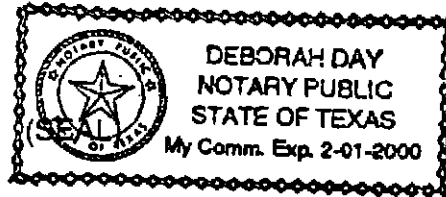
Murat Torlak

(Signature of Affiant)



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

Subscribed and sworn to before me this 7<sup>th</sup> day of January, ~~19~~ 2000  
Murat Toktas



*Deborah Day*  
(Notary Public)  
My commission expires

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

Full Name of Sponsoring Entity and Name of Proposed Charter School:  
**Cosmos Foundation**  
**Harmony Science 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): **Soner Tarim**
2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_  
b. Maiden Name (if female): **N/A**  
c. Other names used at any time: **none**
3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED] [REDACTED] **Istanbul/TURKEY**
5. Business Address: **712-G Bering Houston, TX 77057**  
Business Telephone: **(713) 502 8767**
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
8/94-Present	2508 B Long Dr.	Bryan, TX	77802
8/93-8/94	306 Redmond Dr #201	College Station, TX	77840
7/92-8/93	5550 N. Braeswood #181	Houston, TX	77096
7/91-7/92	3880 N. Braeswood #101	Houston, TX	77025
1/90-7/91	Yunusemre Mah. Yurt Sk#3/5	Erzurum, TURKEY	25030

7. Education: Dates, Names, Locations and Degrees

College: **1984-1988 Ataturk University Erzurum, TURKEY, BS**

Graduate Studies: **1988-1990 Ataturk University Erzurum, TURKEY, MS**  
**1993-May 2000 Texas A&M University, College Sta., TX Ph.D**

Others: \_\_\_\_\_

[REDACTED]

8. List Membership in Professional Societies and Associations:

American Fisheries Society  
American Society for Photogrammetry and Remote Sensing  
American Society of Ichthyologist and Herpetologist

9. Present or Proposed Position with the Proposed Charter School:

Founder and School Board Member

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

DATES	EMPLOYER	ADDRESS	TITLE
11/99-Present	Virginia International Univ.	9900 Main St Suite 500	Fairfax, VA 22031 Consultant
1/94-8/99	Texas A&M Univ.	210 Nagle Hall College Sta., TX	Lecturer/TA
9/88-7/91	Private Aziziye High School	Erzurum/TURKEY	Program Coordinator/Teacher
9/88-12-93	Ataturk University	Erzurum/TURKEY	Lecturer/Faculty member

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? No

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

If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 18<sup>th</sup> day of January 2000, at HOUSTON TX

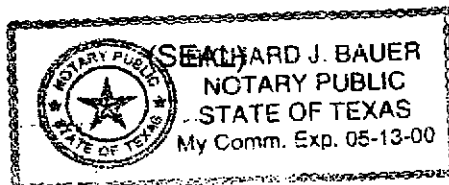
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

SDNER JARM  
(Signature of Affiant)

State of TEXAS  
County of HARRIS

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

Subscribed and sworn to before me this 18<sup>th</sup> day of January, 2000



[Signature]  
(Notary Public)

My commission expires 5-13-2000

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
CSMOS Foundation  
Harmony Science 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): Ali Yavuz Zeybek
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

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

3. Social Security Number\*: \_\_\_\_\_

4. Date and Place of Birth: \_\_\_\_\_ Balikesir

5. Business Address: 7611 Vickijohn Houston, TX 77071  
Business Telephone: (713) 484-6279

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>Since August 1999</u>	<u>7611 Vickijohn</u>	<u>Houston, TX</u>	<u>77071</u>
<u>Jan. 92 - July 1999</u>	<u>608-D Stinson St.</u>	<u>Norman, OK</u>	<u>73072</u>

7. Education: Dates, Names, Locations and Degrees

College The University of Oklahoma

Graduate Studies Communications, Ph.D.

Others Fort Hays State University, Kansas  
Graduate Studies: Communications, Ph.D.

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School: President  
and board member

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>Sept. 96 - August 99</u>	<u>SDIU</u>	<u>Alma, KZ</u>	<u>Vice-President of Academic Affs</u>
<u>Jan. 96 - August 96</u>	<u>DU</u>	<u>Norman, OK</u>	<u>Assistant Program Coordinator</u>
<u>Sept. 90 - May 91</u>	<u>FHSU</u>	<u>Fort Hays, KS</u>	<u>TV Channel Operator</u>

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

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

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

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

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

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



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

16. Have you ever been adjudged bankrupt? NO

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

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

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

Dated and signed this 18th day of JANUARY, 19 2000, at BANK OF AMERICA

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

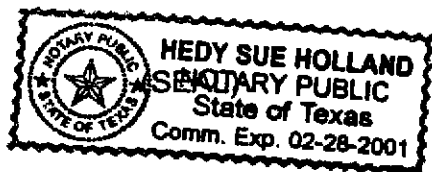
[Signature]  
(Signature of Affiant)

State of TEXAS

County of HARRIS

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

Subscribed and sworn to before me this 18th day of JANUARY, 19 2000



[Signature]  
(Notary Public)

My commission expires 02-28-2001

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
COSMOS Foundation  
Harmony Science 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): Ayhan Ekinici
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female): N/A  
c. Other names used at any time none

3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] Diyarbakir/ TURKEY
5. Business Address: 8609 Masley Hoston, TX 77075  
Business Telephone: (832) 725-4472
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
7/99 - Present	8990 Richmond #1312	Houston, TX	77069
6/98 - 7/99	4803 Breasvalley Dr.	Houston, TX	77096
8/97 - 6/98	3131 Timmons Ln.	Houston, TX	77057
3/96 - 8/97	402 Nagle No : 307	Collage Station, TX	77840
1/95 - 3/96	Inanoglu Cad. No:22/31	Diyarbakir/ Turkey	21010
1/90 - 1/95	Cumhuriyet cad. No:23/11	Erzurum/ Turkey	25020

7. Education: Dates, Names, Locations and Degrees

College: 9/88-1/95, Ataturk University, Mathematics Dep., Erzurum/TURKEY, BS

Graduate Studies: \_\_\_\_\_

Others : 3/96 - 3/98, Rice Univ., Continuous Study, Houston, TX Certificate

8. List Membership in Professional Societies and Associations: NONE
- [REDACTED]

9. Present or Proposed Position with the Proposed Charter School : **NONE**

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

DATES	EMPLOYER	ADDRESS	TITLE
10/99 – Present	Ottoman Trade Inc.	8609 Masley Houston, TX, 77075	Co-owner
1/96 – Present	Ekinci Plastik	Melikahmed Cad. No: 5/B Diyarbakir/Turkey	Owner
1/95 – 1/96	Zafer private High School	Diyarbakir/ TURKEY	Math. Teacher

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? **NO**  
If yes, give details: \_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? **NO**

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

If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 18 day of January,  
at Chase bank.

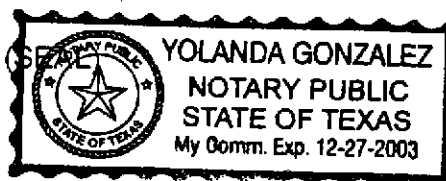
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

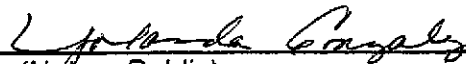
  
(Signature of Affiant)

State of TEXAS  
County of Harris

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

Subscribed and sworn to before me this 18 day of January



  
(Notary Public)  
My commission expires 12-27-03

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
COSMOS Foundation  
Harmony Science 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): Coskun Cetinkaya
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female): N/A  
c. Other names used at any time None

3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] Elazig/TURKEY
5. Business Address: Electrical Eng. Rice Univ. 6100 S. Main Street MS-366  
Houston, TX 77005  
Business Telephone: (713) 348-3786
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
7/99 - Present	7611 Vickijohn Dr.	Houston, TX	77071
8/98 - 7/99	4803 Breasvalley Dr.	Houston, TX	77096
7/97 - 8/98	10750 Palms Blvd. #204	Los Angeles, CA	90034
1/97 - 7/97	10750 Palms Blvd. #202	Los Angeles, CA	90034
5/96 - 1/97	1358 N. 75 <sup>th</sup> Street	Philadelphia, PA	19151
1/90 - 5/96	Istiklal Mah. Sirin Sok. No:32/7	Eskisehir/ TURKEY	26010

7. Education: Dates, Names, Locations and Degrees

College: 8/90 - 7/94, Anadolu University, Eskisehir / TURKEY, BS

Graduate Studies: 1/97 - 5/98, Univ. of Southern California, Los Angeles, CA, MS  
8/98 - Present, Rice University, Houston, TX, Ph.D.

Others :5/96-1/97, Univ. of Penn, Continuous Study, Philadelphia, PA,  
Certificate

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
IEEE Societies

9. Present or Proposed Position with the Proposed Charter School : \_\_\_\_\_  
Founder and Board Member

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

DATES	EMPLOYER	ADDRESS	TITLE
8/98-Present	/ Rice University /	6100 Main Str. Hoston, TX, 77005	/ Research Asistant
9/95-5/96	/ Yalcinkaya Educatinal Center /	Eskisehir, Turkey /	Math. & Fizik Teacher
8/94-9/95	/ Osmangazi University /	Eskisehir, Turkey /	Researcher & Lecturer

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO  
If yes, give details: \_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_

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

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

Dated and signed this 18 day of January 2000, at Chase Bank

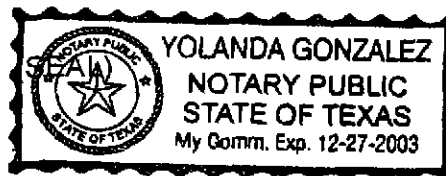
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]  
(Signature of Affiant)

State of TEXAS  
County of HARRIS

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

Subscribed and sworn to before me this 18 day of January, 2000



[Signature]  
(Notary Public)  
My commission expires 12-27-03

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
Cosmos Foundation  
Harmony Science 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): Yethin Yildirim
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: \_\_\_\_\_

4. Date and Place of Birth: \_\_\_\_\_ KONYA

5. Business Address: University of Texas at Austin  
Business Telephone: (512) 471-1239

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1-1998 Pres.</u>	<u>3351-B Lake Austin Blvd.</u>	<u>Austin TX</u>	<u>78703</u>
<u>09-1997</u>	<u>Red River Century Square Apt. #221</u>	<u>Austin TX</u>	<u>78713</u>
<u>09-1996</u>	<u>3524 Brewster</u>	<u>Austin TX</u>	<u>78731</u>
<u>06-1992</u>	<u>Middle East Technical University</u>	<u>Ankara Turkey</u>	

7. Education: Dates, Names, Locations and Degrees

College 1992 Middle East Technical University, Ankara Turkey  
1996 Bachelor of Science University of Texas at Austin  
Graduate Studies 1997 University of Texas at Austin MS  
2000 University of Texas at Austin Ph.D.



Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List Membership in Professional Societies and Associations: \_\_\_\_\_  
ASCE, AAPT  
\_\_\_\_\_  
\_\_\_\_\_

9. Present or Proposed Position with the Proposed Charter School: \_\_\_\_\_  
Governing Council Member  
\_\_\_\_\_  
\_\_\_\_\_

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

DATES	EMPLOYER	ADDRESS	TITLE
1993-1996	Civil Engineer	Berro Construction	Istanbul Turkey
1996-2000	Research Engineer Assistant	UT at Austria	

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

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

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

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO  
If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

16. Have you ever been adjudged bankrupt? NO

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

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

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

Dated and signed this 7<sup>th</sup> day of January,  
2000, at University Federal Credit Union

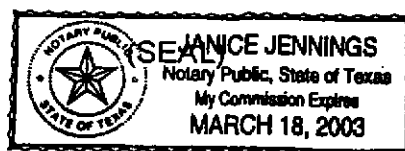
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Yethin Yildirim  
(Signature of Affiant)

State of Texas  
County of Travis

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

Subscribed and sworn to before me this 7<sup>th</sup> day of  
January, 19 2000



Janice Jennings  
(Notary Public)  
My commission expires \_\_\_\_\_

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: \_\_\_\_\_  
EDSMOS FOUNDATION  
HARMONY SCIENCE 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): CHARLES PURYEAR NELSON JR
2. Have you ever had your name changed? NO If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number\*: [REDACTED]
4. Date and Place of Birth: [REDACTED] FORT SAM HOUSTON, TEXAS
5. Business Address: DIV. OF RHETORIC & COMPOSITION, UNIV. OF TX AT AUST.  
Business Telephone: (512) 471 8037
6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>8-99 - PRESENT</u>	<u>33680 LAKE AUSTIN BLVD</u>	<u>AUSTIN TX</u>	<u>78703</u>
<u>9-95 - 8-99</u>	<u>611 E. 45TH ST Apt 6</u>	<u>AUSTIN TX</u>	<u>78751</u>
<u>8-94 - 9-95</u>	<u>112 W. 32nd St</u>	<u>AUSTIN TX</u>	<u>78705</u>
<u>8-90 - 8-94</u>	<u>KÜMGSK. KASRIALI CD. #14</u>	<u>GÖZTEPE ISTANBUL, TURKEY</u>	
<u>8-85 - 8-90</u>	<u>112 W. 32nd St</u>	<u>AUSTIN TX</u>	<u>78705</u>

7. Education: Dates, Names, Locations and Degrees

College	<u>72</u>			
	<u>1988</u>	<u>NORTH TEXAS STATE U.</u>	<u>DENTON, TX</u>	<u>BS SEC. EDUC.</u>
	<u>1988</u>	<u>UNIV OF TEXAS AT AUSTIN</u>		<u>BA CLASSICS, GREEK</u>
Graduate Studies	<u>1990</u>	<u>UNIV OF TEXAS AT AUSTIN</u>		<u>MS TESL</u>

Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List Membership in Professional Societies and Associations: \_\_\_\_\_

TESOL

ACTFL

9. Present or Proposed Position with the Proposed Charter School: \_\_\_\_\_

GOVERNING COUNCIL MEMBER

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

DATES	EMPLOYER	ADDRESS	TITLE
1987 - PRESENT	DIV OF RHET. & COMP.	UT-AUSTIN	ASSISTANT INSTRUCTOR
1990 - 1994	MARMARA UNIVERSITY	ISTANBUL, TURKEY	ENGLISH TEACHER
1985 - 1990	DIV OF HOUSING & HOME SERVICES	UT-AUSTIN	NIGHT SUPERVISOR
1984 - 1985	DIV OF HOUSING & HOME SERVICES	UT-AUSTIN	RESIDENT ASSISTANT
1976 - 1983	US NAVY		RUSSIAN LINGUIST

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

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

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

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

1972 TEXAS TEACHING CERTIFICATE (BIOLOGY, SCIENCE, LATIN)

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

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

If yes, give details: \_\_\_\_\_

16. Have you ever been adjudged bankrupt? NO

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

If yes, give details: \_\_\_\_\_

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: BUT MARGA SOON. INSURANCE COMPANY IS NOT PAYING FOR DAMAGES DONE TO WIFE'S HOUSEHOLD GOODS DURING SHIPPING.

Dated and signed this 7th day of January, 2000, at UNIVERSITY FEDERAL CREDIT UNION

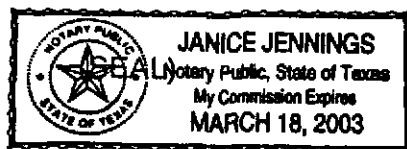
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Charles Puxon Nelson Jr.  
(Signature of Affiant)

State of Texas  
County of TRAVIS

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

Subscribed and sworn to before me this 7th day of January, 2000



Janice Jennings  
(Notary Public)  
My commission expires \_\_\_\_\_

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

Full Name of Sponsoring Entity and Name of Proposed Charter School: COSMOS FOUNDATION  
HARMONY SCIENCE 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): Vahap Bulent UYSAL
2. Have you ever had your name changed? No If yes, give reason for the change: \_\_\_\_\_

b. Maiden Name (if female) \_\_\_\_\_

c. Other names used at any time \_\_\_\_\_

3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] AKYAZI, TURKEY
5. Business Address: Dept. of Economics, UT 78712 Austin, TX  
Business Telephone: 512-635 85 54

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
<u>8-98-PRES</u>	<u>3607 Greystone Dr. #1632</u>	<u>Austin, TX</u>	<u>78736</u>
<u>8-98-8-99</u>	<u>3500 Greystone Dr. #252</u>	<u>Austin, TX</u>	<u>78731</u>
<u>8-96-8-98</u>	<u>Orman Isl. Mnd.</u>	<u>Ilgaz/Canbiri/TURKEY</u>	
<u>8-91-8-96</u>	<u>Mengen Isl. Mnd.</u>	<u>Mengen/Bolu/TURKEY</u>	
<u>8-88-8-91</u>	<u>Orman Isl. Mnd.</u>	<u>TEKIRDAG/TURKEY</u>	

7. Education: Dates, Names, Locations and Degrees

College 1996 Bilkent University Ankara, Turkey B.S. Math

Graduate Studies

1998 Middle East Technical University Ankara, Turkey M.S. Economics

Others \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List Membership in Professional Societies and Associations: —

9. Present or Proposed Position with the Proposed Charter School: TREASURER

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

DATES	EMPLOYER	ADDRESS	TITLE
2-98 - 8-98	Dept. of Economics, UT <sup>Austin</sup>	78712.	Teaching Assistant
8-97 - 7-98	Dept. of Mathematics, METU	Ankara, Turkey	Teaching Assistant

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

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

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

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

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

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

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

16. Have you ever been adjudged bankrupt? No

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

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

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

Dated and signed this 20th day of January, 2000, at UFCU

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.

Charles B. Blyss  
(Signature of Affiant)

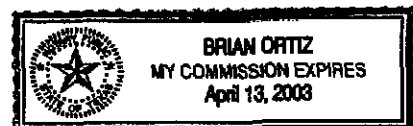
State of Texas  
County of Texas

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

Subscribed and sworn to before me this 20th day of January 2000

Brian Ortiz  
(Notary Public)

My commission expires 4-13-2003





**Appendix V**

**Public Notice**

**Harmony Science Academy**

**Austin, Texas**

# Austin American-Statesman

PO#:  
Ad ID#: 13M400200  
Acct#:  
Account Name: UYSAL, VAHAP

UYSAL, VAHAP  
APARTMENT 1632  
3607 GREYSTONE DRIVE  
AUSTIN, TX 78731

## AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis,  
State of Texas, on this day personally appeared:

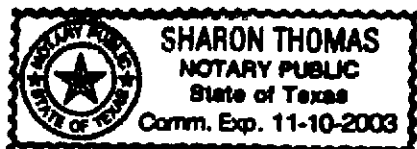
John Cathey

Classified Advertising Agent of the Austin American-Statesman, a daily newspaper  
published in said County and State that is generally circulated in Travis, Hays, Burnet  
and Williamson Counties, who being duly sworn by me, states that the attached  
advertisement was published in said newspaper on the following dates, to wit:

First Published:	1/4/00	Last Published:	1/4/00
Times Published:	1	Classification:	9980
Lines:	12	Cost:	\$35.52

and that the attached is a true copy of said advertisement.

SWORN AND SUBSCRIBED TO BEFORE ME, this the 4th day of Jan 2000



Sharon Thomas  
Notary Public in and for  
TRAVIS COUNTY, TEXAS

### Registration Log

[illegible]

**Appendix VI**

**Letters for Community Support**

**Harmony Science Academy**

**Austin, Texas**

**[REDACTED]**



## TEXAS MILITARY FORCES MUSEUM

Post Office Box 5218  
Austin, Texas 78763-5218  
(512) 465-5659/406-6967/406-6916  
FAX (512) 706-6750

January 14, 2000

Vahap Bulent Uysal  
Board Member, Harmony Science Academy  
3607 Greystone Drive #1632  
Austin, Tx 78731

Dear Sir,

Thank you for your inquiry concerning the programs of the Texas Military Forces Museum. We are interested in assisting schools and teachers develop programs which use our facilities and exhibits.

We will be interested in assisting you in preparing seminars on military history during the Fall of 2000. We do not, however, have a speaker's bureau. We are not able to send speakers to your campus. We focus our educational programs which use the Museum assets at the Camp Mabry location.

We would be willing to make presentations to students from your school "on site" at the Camp Mabry location. A reservation for your school can be made by calling General John C. L. Scribner, Director of the Museum at 465 5659. I will be happy to assist in selecting topics and preparing materials to improve the educational quality of any tour or visit to our location.

  
Brian Schenk  
Director of Education.



▲ P.O. Box 1088 ▲

SOLID WASTE SERVICES

▲ Austin, Texas 78767 ▲

January 13, 2000

Vahap Uysal  
Harmony Science Academy  
3607 Greystone Drive  
Austin, TX 78731

Dear Mr. Uysal,

The purpose of this letter is to offer to Harmony Science Academy our presentations on recycling, composting and waste diversion. The City of Austin, Solid Waste Services Department is interested in educating the community on the importance of recycling and waste reduction and on how to properly recycle in Austin. One way we do this is by making presentations at local schools.

For example, one presentation we could make to your student body could consist of a video presentation followed by a lecture on landfills and recycling, and a question and answer session.

We could also arrange presentations by one of our Master Composter volunteers, covering the science behind composting as well as the methods used. We have in the past donated composting kits consisting of a composting bin, a thermometer, a composting bucket and literature to schools. If your school is interested in starting a composting program, please let me know.

Please feel free to contact me at 499-1978 if you would like to arrange presentations by our staff or volunteers, or have any questions on this matter.

Sincerely,

Sam Farias

Senior Planner

City of Austin, Solid Waste Services Department



# AUSTIN FIRE DEPARTMENT

*The Mission Goes Beyond the Name*



City of Austin

HEADQUARTERS:  
FIRE CHIEF'S OFFICE:  
OPERATIONS:  
COMMUNICATIONS:  
1621 Festival Beach Rd.  
Austin, TX 78702  
(512) 477-5784

Vahap Uysal  
Harmony Science Academy  
3607 Greystone Drive  
Austin, Texas 78731

SAFETY OFFICE:  
1621 Festival Beach Rd.  
Austin, TX 78702  
(512) 472-9202

Dear Mr. Uysal,

PUBLIC  
INFORMATION:  
1621 Festival Beach Rd.  
Austin, TX 78702  
(512) 477-9982

The Austin Fire Department would like to invite the Harmony Science Academy to participate in our efforts to provide fire & life safety education to Austin area school students.

RECRUITING:  
2785 E. 7th St.  
Austin, TX 78702  
(512) 305-4000

ADMINISTRATION:  
92 Red River  
Austin, TX 78701  
(512) 495-1450

PREVENTION:  
PUBLIC EDUCATION:  
517 S. Pleasant Valley  
Austin, TX 78741  
(512) 448-8300

The Austin Fire Department and Pro-Arts Collective, a non-profit arts organization, would like to perform for the students of Harmony Science Academy. This would be done through a fun, interactive comedy skit that is called the Fire Safety Comedy Hour. The performance is approximately 1 hour long and covers the topics of teen arson, smoke detector awareness, fire safety information, and home evacuation plans.

MEDICAL  
OPERATIONS:  
517 S. Pleasant Valley  
Austin, TX 78741  
(512) 448-8370

This service is provided as a service of the Austin Fire Department with no costs to your organization. The time and date of this service can be determined at a later date if you would like to participate. Thank you for your consideration. Please feel free to contact us at 448-8300 if you should have any questions regarding this or any other fire safety matter.

TRAINING:  
4800-B Shaw Lane  
Austin, TX 78744  
(512) 369-8500

INVESTIGATIONS:  
401 East 5th St.  
Austin, TX 78701  
(512) 472-9203

HAZMAT/SPECIAL  
OPERATIONS:  
401 East 5th St.  
Austin, TX 78701  
(512) 472-9333

Sincerely,

MAINTENANCE:  
2011 E. 51st St.  
Austin, TX 78723  
(512) 469-0167

Jeff Folgate, Lieutenant  
Office of Public Education  
Austin Fire Department

OFFICE OF  
EMERGENCY  
MANAGEMENT:  
City Hall Room 207  
P.O. Box 1088  
Austin, TX 78767-1088  
(512) 370-8800

# THE AUSTIN SYMPHONY

January 17, 2000

To: Mr. Uysal  
From: Diana Eblen  
Re: Harmony Science Academy Curriculum

I enjoyed visiting with you. Your proposal for a Science Academy sounds exciting. When the Harmony Science Academy begins the school year, we would be happy to invite the students to attend symphony rehearsals that other schools are attending, as well as other education programs that the ASO has for students.

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Mr. Charles J. Russell  
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Mr. Robert W. Smauser  
Mrs. Mary Tink-Doucet  
Dr. Margaret Thompson  
Mr. Jack M. Wilhelm  
Mr. Pete Winnead  
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Dr. Joseph T. McMillan  
Justice Thomas R. Phillips  
MUSIC DIRECTOR  
Nathan Peter Bay  
EXECUTIVE DIRECTOR  
Mr. Jim D. Reagan  
ORCHESTRA REPRESENTATIVE  
Mr. Tom Hule

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY, INC.  
1101 Red River • Austin, Texas 78701 • (512) 476-6064 • Fax (512) 476-6242  
Toll-Free 1-888-4-MAESTRO • [www.austinsymphony.org](http://www.austinsymphony.org)





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SAN ANTONIO

PERRY R. BASS  
CHAIRMAN-EMERITUS  
FT. WORTH

ANDREW SANBORN  
EXECUTIVE DIRECTOR

December 30, 1999

Yetkin Yildirim, Ph.D.  
Harmony Science Academy  
3351-B Lake Austin Blvd.  
Austin, Texas 78703

Dear Dr. Yildirim:

Thank you for your recent request for support from Texas Parks and Wildlife for Harmony Science Academy. I am happy to offer my support by providing presentations on Texas wildlife, wildlife habitat, native plants, or the Texas Parks and Wildlife Department to your students and teachers as well as by providing technical assistance in curriculum development of these subjects. To help me arrange my schedule and prepare an adequate presentation, please call no less than two months prior to the preferred date to schedule presentations.

I look forward to working with Harmony Science Academy in the future.

Sincerely,

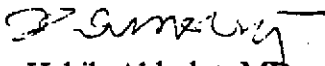
Kelly Bender  
Urban Wildlife Biologist  
Natural Resource Specialist III

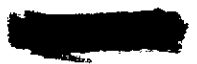
*To manage and  
conserve the natural  
and cultural resources  
of Texas for the use and  
enjoyment of present  
and future generations.*

To whom it may concern:

Upon the request of the Harmony Science Academy (HSA), hereby, I accept to contribute to the health education program of HSA. I will hold seminars on various topics such as sports for healthy life, AIDS, and cancer. The time schedule of the program will be announced in the beginning of Fall 2000.

Sincerely,

  
Habib Akbulut, MD




**Appendix VII**

**Affidavit for Publication**

**Harmony Science Academy**

**Austin, Texas**



## 10

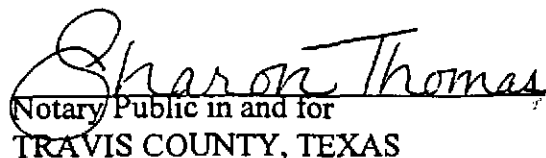
Account Name: UYSAL, VAHAP

## AFFIDAVIT OF PUBLICATION

Debi J Delk

Debi & Belk

SWORN AND SUBSCRIBED TO BEFORE ME, this the 13<sup>th</sup> day of Jan 2020



305 South Congress Ave., P.O. Box 670, Austin, Texas 78767-0670 512-445-3541

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

The Charter Foundation's application to the State Board of Education is approved to operate an open-enrollment charter school in Miami Springs, Florida, to be located in Austin. Charter schools are public schools established by nonprofit organizations, institutions of higher education or governmental entities. These schools are published in the Florida Department of Education's list of public schools. The following information about the proposed school is being provided to the citizens of the community within the school's catchment area. I appreciate your comments and suggestions of the sponsoring area, providing the charter school. Please contact the Charter School Development Office in the Department of Education, 3000 N.W. 78th Avenue, Miami, Florida 33150, for more information about the application process.

**Open Enrollment**  
Nathan Bink, A.S.D.  
Holly Barrett, M.S.  
Brenda Belfrage, M.S.  
Cynthia Berman, A.B.C.  
Richard Boyce, Ph.D.  
Board members of the school operating board:  
Sallyman Bancel, Ph.D.  
Cynthia Calkins, M.S.  
Robert Clark, M.S.  
Charles Nelson, A.S.D.  
Marie Frances Curtis-Richardson, Sonar, J.D.  
Marie Clark, Ph.D.  
Vicki Smith, M.S.  
Adrienne York, Ph.D.  
Proposed location of the school:  
10000 N.W. 78th Avenue, Miami, Florida 33150  
Brief description of the school: Various subjects, including mathematics, science, social studies, and language arts. The school offers a comprehensive curriculum, including science, mathematics, and technology. The school is open to all students in the community.

**Open Enrollment**  
The State Board of Education is interested in any aspect of the proposed school, or in sponsoring schools in the community. If you are interested in the school, please contact 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: State Board of Education, Division of Charter Schools, 1701 N. City Street, Austin, Texas 78701.

Z 142 081 299 I-E

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <u>Commissioner's Court</u> <u>With Jurisdiction</u>	
Street & Number <u>P.O. Box 2135</u>	
Post Office, State, & ZIP Code <u>AUSTIN TX 78788768</u>	
Postage	\$ 0.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 2.98</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/20/00	

PS Form 3800, April 1995

Z 142 081 298

US Postal Service

**Receipt for Certified Mail**

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Sent to <u>X City Council of Austin</u>	
Street & Number <u>X P.O. Box 1088</u>	
Post Office, State, & ZIP Code <u>AUSTIN TX 78787767-1088</u>	
Postage	\$ 0.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 2.98</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/20/00	

PS Form 3800, April 1995

**Appendix VIII**

**Employee/Teacher Handbook**

**Harmony Science Academy**

**Austin, Texas**

**EMPLOYEE/TEACHER**  
**HANDBOOK**

**HARMONY SCIENCE ACADEMY**



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## **HARMONY SCIENCE ACADEMY EMPLOYEE HANDBOOK**

Harmony Science Academy ("the Academy") has adopted certain employment policies and procedures, which are contained in this employee handbook. This employee handbook is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ [month/year].

The policies in this handbook are a source of information for employees who have questions about the Academy's personnel practices. These policies are not contractual in nature and may be unilaterally rescinded, revised, or added to by the Academy from time to time. Additionally, although management generally will follow these policies, the Principal may, in his or her sole discretion, authorize deviations from or exceptions to these policies if, in the Principal's opinion, such a deviation or exception is warranted under the circumstances. The provisions of this handbook control over any contrary statements, representations, or assurances by any supervisory personnel.

This handbook is not to be construed as or declared to be a contract of employment by any employee of the Academy. Absent a written contract, Harmony Science Academy is an at-will employer. As an at-will employee, any employee may voluntarily leave employment or may be terminated by the Academy at any time, for any or no reason, with or without notice.

This employee handbook is the property of the Academy. All employees and trainees will be provided with a copy of the handbook and will be required to read and abide by it. While the Academy intends to notify employees whenever there has been a significant modification or addition to any of the policies in the handbook, the policies are subject to change at any time, with or without notice, at the Academy's sole discretion.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Academy is committed to the principles of equal employment opportunity. All employment decisions, including, without limitation, decisions regarding recruitment, selection, hiring, compensation, benefits, training, advancement, discipline, discharge, and other terms, conditions, and privileges of employment, are based on individual qualifications, without regard to race, color, religion, national origin, sex (including pregnancy), age, disability, or any other status protected by law.

The Academy will make reasonable accommodations, including modification of Academy policies and procedures in appropriate cases, for qualified individuals with disabilities, if it can do so without undue hardship.

It is also the Academy's policy that any form of discrimination or harassment on the basis of race, color, religion, national origin, sex (including pregnancy), age, disability, or any other status protected by law, will not be tolerated in the workplace. "On the basis of sex" includes sexual harassment, which is specifically addressed in the Academy's policy on Sexual Harassment contained in this handbook. Any employee who believes that he or she has experienced or witnessed prohibited discrimination or harassment should immediately follow the reporting procedures outlined in the Sexual Harassment policy.

### **CLASSIFICATION OF EMPLOYEES**

**Exempt:** Employees whose positions fall into executive, administrative, professional, or certain other categories under federal law are classified as exempt from the federal law requiring the

payment of overtime compensation. Exempt employees are paid on a salary basis for all hours worked - whether more or fewer than forty during a workweek. The salaries of exempt employees are not subject to deductions except for absences of one or more days when the employee has exhausted his or her available paid leave or in other circumstances as permitted by law.

Non-Exempt: Employees whose positions do not fall into the categories discussed above are classified as non-exempt. Non-exempt employees are paid overtime compensation as described below.

Full-Time Regular: Employees who are regularly scheduled to work forty (40) hours per week are considered full-time, regular employees.

Part-Time Regular: Employees who are regularly scheduled to work fewer than 40 hours per week are considered part-time, regular employees.

Temporary: Employees who are hired for a specific time frame, for the duration of a specific assignment, or on an as-needed basis are considered temporary employees. These employees are not eligible for benefits.

## TIME REPORTING AND OVERTIME

### Reporting

All non-exempt employees must accurately report the amount of time they work for the Academy. Strict compliance with the following requirements and procedures is a condition of employment with the Academy and failure to so comply will result in disciplinary action up to and including discharge.

All Academy non-exempt employees must accurately report all time worked on weekly time cards provided by the Academy. Such employees must turn in their time cards to their supervisor no later than the first work day after the last day of the pay period. Starting \_\_\_\_\_, 2000, weekly time cards must be turned in each Friday for the week ending that day. No employee is permitted to record time on a time card for another employee. Deliberately falsifying a time card will be grounds for disciplinary action.

Whether travel time will count as time worked will depend on several variables, in accordance with federal regulations. Generally, travel from home before an employee's regular workday and return home at the end of the workday, whether from a fixed worksite or different job sites, is not worktime. Where the employee is given a special one-day work assignment in another city, however, all the time involved traveling beyond the usual job site and performing job duties, exclusive of meal times, should be included as worktime. Travel required by the Academy that necessitates the employee staying away from home overnight will be considered worktime as follows: (1) if the employee is required to drive, then all travel time, exclusive of meal times, will be counted as worktime; but (2) if the employee is a passenger in an automobile, airplane, or bus, then only travel time during the hours the employee regularly works (e.g., 8 a.m. to 5 p.m.) will be counted as worktime, exclusive of meal times. In addition, the employee required to stay away overnight should record actual time spent working for the Academy, but not other time spent away from home (e.g., at a hotel).

Non-exempt employees are prohibited from working for the Academy "off the clock" - that is, working for the Academy but not reporting time worked. However, if an employee does work "off the clock", he or she must report the time worked to his or her supervisor. Working "off the

clock" or failure to report all time worked will be grounds for disciplinary action. However, any employee who reports having worked "off the clock" will be paid for such time.

### Overtime

In accordance with federal law, only non-exempt employees are eligible to receive overtime pay. Overtime pay will be paid at the rate of one-and-one-half times a non-exempt employee's regular straight-time hourly rate of pay for every hour worked by such employee over forty hours in a workweek (as defined below).

Only hours actually worked during the workweek will be considered for purposes of determining whether overtime pay (rather than straight-time pay) is due. Time paid but not worked, such as time charged to discretionary leave, vacation, etc., will not be included in calculating the number of hours worked in a workweek for purposes of determining whether overtime is due.

Overtime shall be assigned only when an employee's supervisor determines that overtime is necessary to meet the Academy's operating needs. Employees should not work overtime unless requested to do so by their supervisor. However, any employee who does in fact work overtime, whether approved by a supervisor or not, must report the amount of overtime he or she worked and such employee will be paid for such overtime.

Employees who work overtime without approval or who fail to report overtime worked, whether approved or not, may be subject to disciplinary action.

## **WORKWEEK AND PAYDAYS**

The Academy's workweek begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday. Starting on \_\_\_\_\_, 2000, non-exempt and exempt employees are paid on a bi-weekly basis, every other Wednesday for the two-week pay period ending the previous Friday. In the event a scheduled payday falls on an Academy holiday, pay checks will be distributed on the work day before the holiday. Employees who leave employment for reasons other than discharge will be given their final paychecks not later than the next regularly scheduled payday. Employees who are discharged will be given their final paychecks no later than the sixth day after they are discharged.

## **PAYROLL DEDUCTIONS**

### Mandatory Deductions

Income tax is deducted from employee's pay as required by federal law. The amount of the deductions is determined by the employee's pay and the number of exemptions claimed. Social Security and Medicare taxes are also deducted from pay in an amount determined by federal law. Additionally, court-ordered child support and Internal Revenue Service tax payments will be withheld from affected employees' pay.

### Optional Deductions

No other deductions will be made from employees' pay without their written authorization. With written authorization, employee-paid portions of group insurance premiums, such as dependent health and dental premiums, will be deducted from employees' pay. Other deductions may be made from employees' pay from time to time with their written authorization.

## **ATTENDANCE/TARDINESS**

Regular attendance is required of all employees. Tardiness and absenteeism, even for good reasons, is disruptive of operations, places an undue burden on other employees, and interferes with the ability to satisfy students' needs.

### **Absences**

If an employee must be absent, the employee must notify his or her supervisor as early as possible and in no event later than the time the employee is scheduled to report for work. If the employee is unable to call personally, he or she should have a relative or friend make the call. An employee's failure to timely notify his or her supervisor will result in disciplinary action up to and including discharge.

Frequent absences interfere with the performance of an employee's job duties and may result in disciplinary action up to and including discharge.

If an employee is absent three consecutive work days without notifying the employee's supervisor, he or she will be considered to have abandoned the job and voluntarily terminated employment.

### **Tardiness**

Employees are expected to be at work on time. However, the Academy recognizes that occasionally an employee cannot avoid being late. Incidents of tardiness must be kept to a minimum, and whenever possible, an employee who knows he or she will be late must notify his or her supervisor in advance.

Frequent tardiness will result in disciplinary action up to and including discharge.

## **HOLIDAYS**

The Academy observes the following holidays:

September 4, 2000	Labor Day
November 23-24, 2000	Thanksgiving
December 20-31, 2000	Holiday Break
January 1, 2001	New Year's Day
March 12-16, 2001	Spring Break

Additional days that may be designated as student and/or staff holidays:

January 15, 2001	Martin Luther King Day
February 19, 2001	Presidents Day
April 20, 2001	Good Friday
May 28, 2001	Memorial Day

If an employee is required to work on an observed holiday, the employee will be paid his or her regular rate of pay for time worked. In addition, the employee will receive one day's pay as holiday pay, or subject to the approval of the employee's supervisor, an alternative paid day off. In the case of non-exempt employees, one day's pay is the equivalent of an eight-hour day at the employee's regular straight time hourly rate of pay. In the case of exempt employees, one day's pay is the equivalent of one-fifth of the employee's weekly salary.

If a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday. If a scheduled holiday falls on a Sunday, it will be observed on the following Monday.

Holiday paid time off is not considered "hours worked" for overtime computation purposes.

Employees on an unpaid leave of absence do not receive holiday pay.

### VACATION

The vacation year is a calendar year beginning January 1st and ending December 31st.

All full-time regular employees who have completed one or more years of continuous employment prior to January 1st of any year will be entitled to paid vacation leave as follows:

Years two through five of employment	10 working days of vacation
More than five full years of employment	15 working days of vacation

Vacation leave may not be taken until after one full year of employment. At that time, an employee will be entitled to a prorated portion of paid vacation leave at a rate of 10 working days per year prorated considering the period of time remaining between the employee's first anniversary date and December 31st. For example, if an employee's first-year anniversary falls on July 1st, the employee will be eligible to take 5 days of paid vacation leave in the remainder of that calendar year. A chart detailing this pro-rating can be obtained from the Principal. The vacation leave must be taken after the completion of the one year of continuous employment and not before.

Vacation leave does not carry over from calendar year to calendar year and must be taken each year or it will be lost. Accumulated but unused vacation leave will not be paid upon termination of employment for any reason; provided that, however, employees with over a year of continuous service who resign with at least two weeks' notice to the Academy will be paid for accumulated, unused vacation leave.

All vacation must be pre-approved by the employee's supervisor and the Principal. The Academy will attempt to accommodate employees' preferred vacation dates; however, because of operating conditions and work schedules, the Academy may not always be able to do so. No more than 10 working days of vacation leave may be taken at any one time; however, the Principal can pre-approve an exception depending on the workload, the needs of the Academy, the employee's work performance, and the circumstances of the request for an exception. Vacation leave is not considered "hours worked" for overtime computation purposes.

### PAID TIME OFF

Full-time regular employees who have completed six months or more of continuous employment prior to January 1st of any year will be entitled to Paid Time Off (PTO) benefits at the rate of three (3) days per calendar year.

PTO benefits may not be utilized until after the successful completion of six months of employment. At that time, an employee will be entitled to a prorated portion of PTO benefits at a rate of 3 working days per year prorated considering the period of time remaining between the employee's six-month anniversary date and December 31st. For example, if an employee's six-month anniversary falls on October 1st, the employee will be eligible to take 1 day of PTO in the remainder of that calendar year. A chart detailing this pro-rating can be obtained from the Principal. The PTO must be utilized after the completion of the six months of continuous employment and not before.

Requests to utilize PTO should be made at least one (1) week in advance of the expected PTO dates if possible. While every effort will be made to give employees their preferences, PTO must be scheduled for a time that will not interfere with the Academy's business needs and efficient service to students.

PTO may also be used for the employee's personal or immediate family member's illness or injury. When utilizing PTO, employees are expected to notify their supervisor as soon as possible, and at least one hour before scheduled to begin work. Where the illness or injury does or is expected to continue for more than five consecutive work days, an employee may be eligible to request short term medical leave (see separate policy). If an employee has no accrued PTO and short term medical leave is not applicable or anticipated, the employee may request to utilize accrued vacation leave for the employee's own illness or injury or for an illness or injury of his or her immediate family.

The maximum number of days of PTO that may be accumulated by an employee in a calendar year is three (3). PTO does not carry over from calendar year to calendar year and must be taken each year or it will be lost. Part-time regular employees will receive PTO benefits on a pro-rated basis. Time taken off as PTO will not be counted as hours worked in computing overtime. Unused PTO benefits are not paid upon separation of employment.

## **ADDITIONAL LEAVES OF ABSENCE**

### Court Leave (Jury Duty, Appearance as Witness), etc.

Any employee who receives a notice to report for jury duty must notify his or her supervisor upon receipt of the jury duty notice, and, to the extent possible, keep in touch with his or her supervisor during the time the employee is serving as a juror. If, on any given day, an employee is released from jury summons or jury duty and two or more hours remain in the workday, the employee must return to work.

An employee returning from jury service must provide the Academy with documentation from the court concerning the actual dates and times of the employee's service. Full-time and part-time regular employees will receive pay at their regular base rate for up to ten (10) days of jury duty service per calendar year.

An employee wishing to take time off to appear as a witness or party to any litigation or other judicial, legislative, or administrative proceeding must obtain the approval of his or her supervisor. The employee will be required to use any available vacation or to obtain approval for a leave of absence without pay, except that exempt employees may receive their regular pay, depending on the circumstances. Time spent by an employee in service as a juror or witness will not count toward hours worked for purpose of overtime compensation.

### Short Term Medical Leave

An employee who is temporarily incapacitated due to illness, injury, or other health condition, including incapacity due to pregnancy, childbirth, and related medical conditions, may be permitted a leave of absence during a period of temporary incapacity of themselves or an immediate family member (spouse and children living in the employee's home) that does or is expected to continue for more than five consecutive work days. Employees requesting short term medical leave must submit a written request for the leave to their supervisor as far in advance of the anticipated leave date as practicable. If the short term medical leave is needed due to an emergency, the employee or a member of the employee's immediate family must inform the supervisor or the

Principal as soon as is practicable, which should be followed up by a written request, normally within three days of the beginning of the short term medical leave.

Short term medical leave under this policy will be limited to a maximum of seven (7) weeks per 12-month period (not calendar-year period); however, the Principal may, in rare circumstances and in his or her sole discretion, allow a longer period, depending on workload, the needs of the Academy, the employee's work performance, and the circumstances necessitating the leave request. The employee must use any accrued vacation leave during the short term medical leave. Once all accrued vacation leave has been exhausted, the employee will be on leave without pay for the remainder of the period. Employees whose need for short term medical leave is foreseeable and expected within the next twelve months may not utilize vacation leave prior to utilizing the short term medical leave. For example, if an employee who has 2 weeks' accrued vacation learns that within the next 3 months he needs to schedule back surgery that will require 6 weeks away from work, he cannot take 2 weeks of vacation and then take 6 weeks of short term medical leave. He must instead take the 6 weeks of short term medical leave, during which time 2 weeks will be with pay (his vacation accruals) and 4 weeks will be without pay. If complications develop, he would have available only 1 additional week of short term medical leave.

The Academy may require any employee requesting a leave of absence under this policy to submit a statement from the treating physician verifying: (1) that the employee is unable to do the functions of the job because of a period of incapacity due to a medical condition (or, if (i) a child, unable to attend school or daycare because of a period of incapacity due to a medical condition; or (ii) a spouse, that the employee is needed to care for the spouse because of a period of temporary incapacity due to a medical condition); (2) the date on which the condition began; and (3) the expected duration of necessary leave.

Employees on unpaid short term medical leave are not eligible for holiday pay for any holidays occurring during any unpaid portion of medical leave. Whether or not an employee receives short term disability insurance benefits will not alter the employee's leave-without-pay status, nor shall receipt of such insurance benefits be counted in any bonus or incentive pay calculation.

Employees who know in advance that they will experience a period of temporary incapacity due to a medical condition (theirs or an immediate family member's) should provide the Academy with as much advance notice as possible of the expected beginning and duration of the period of temporary incapacity. During the period of temporary incapacity, the employee should keep the Academy advised of the employee's need for medical leave and anticipated date of return.

Following any period of short term medical leave, the Academy will make a reasonable effort to return the employee to his or her former position if that position is available or if it is not available, to another position within the Academy for which the employee is qualified. There is, however, no guarantee that any position will be available. The Academy will consider making a reasonable accommodation to a disability in accordance with applicable laws; employees believing that this is applicable to them should notify the Academy and request an accommodation.

Employees returning from a short term medical leave of absence for their own illness or condition may be required to submit a physician fitness-for-duty statement. Employees who fail to return to work upon the expiration of a medical leave, or to arrange for an extension of such leave prior to the date they are expected to return, will be considered to have abandoned the job and voluntarily terminated employment.

**Personal Leave:** After exhausting all available paid leave, employees may request an unpaid leave of absence of up to 30 days in duration for compelling personal reasons. The allowance of a personal leave of absence is subject to workload, the needs of the Academy, the employee's work



performance, and the circumstances necessitating the leave request. Upon an employee's return from a leave of absence under this policy, the Academy will make a reasonable effort to return the employee to his or her former position if available, or if the employee's former position is not available, to another position within the Academy for which the employee is qualified; however, there is no guarantee that any position will be available. Employees who fail to return to work upon the expiration of personal leave, or to arrange for an extension of such leave prior to the date they are expected to return, will be considered to have abandoned the job and voluntarily terminated employment.

**Military Leave:** An employee's eligibility for leave for military service and reemployment afterwards are governed by state and federal law. Questions regarding military leave should be directed to the Principal.

### **OTHER EMPLOYEE BENEFITS**

Participation in basic group health, life, dental, and disability insurance plans is offered to employees who qualify under the plans. Details regarding insurance coverage should be available in the materials distributed regarding each plan.

#### **Continuation Coverage Under COBRA**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), continuation health coverage is available to employees and certain members of their families upon certain qualifying events. Details regarding continuation coverage under COBRA can be obtained from the firm that handles the Academy's health insurance.

#### **Workers' Compensation**

Employees who are injured or become ill as a result of a work-related accident or incident must report the accident or incident to their supervisor as soon as possible. Such employees may be eligible for benefits under the Texas Workers' Compensation Act.

### **EMPLOYMENT STATUS**

Absent a written employment contract, employment with the Academy is terminable at will, meaning that the employment relationship can be terminated by either the employee or the Academy at any time, with or without notice and with or without cause. The at-will nature of an individual's employment with the Academy may not be modified except by a written document approved by the Academy's Principal. Any express or implied agreements or assurances concerning the terms, conditions, or duration of an individual's employment with the Academy are not binding upon the Academy unless they are in writing, approved by the Principal.

### **DISCIPLINE**

All employees are expected to perform their duties diligently and to conduct themselves professionally and courteously at all times. Failure to observe the expected standards of performance and behavior and/or violation of policies will result in appropriate disciplinary action. What discipline is appropriate will depend upon the circumstances and may include such things as oral warning, written reprimand, suspension, probation, demotion, or discharge. Records of disciplinary action will be placed in an employee's personnel file.

Ordinarily, disciplinary action will be recommended by the employee's immediate supervisor and approved by the Principal or President. Although it is generally the policy of the Academy to warn and counsel employees prior to considering termination of employment, there may arise circumstances where the employee's conduct is such that immediate discharge is warranted. Non-contract employment with the Academy is at-will and can be terminated by either the Academy or the employee at any time with or without notice and with or without cause. Contract employees will be terminated only for good cause.

When an employee's observed behavior, involvement in an on-the-job accident, commitment of an unsafe practice, or other circumstances raise reasonable suspicion that Academy policies have been or are being violated, the Academy may require, as a condition of continued employment, that the employee consent to the search of his or her person, clothing, personal effects, desk, lunch box, purse, bag, vehicle, and any other property located on Academy property. The purpose of such a search is to determine whether Academy policies have been or are being violated. Before any employee is subjected to a search, the employee will be required to sign a consent form. An employee's refusal to consent to searches may result in disciplinary action up to and including discharge. Any employee who disagrees with any disciplinary action taken against him or her may utilize the complaint procedure contained in this handbook.

## **SEXUAL HARASSMENT**

Sexual harassment is a form of illegal sex discrimination. The Academy will not tolerate any form of sexual harassment in the workplace/school. Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, or other conduct of a verbal or physical nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting that person; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

For example, sexual harassment can include, among other things, unwelcome propositions, flirtations, and requests - whether expressed or implied - for sexual favors. It can also include other unwelcome verbal, visual, or physical conduct of a sexual nature, such as unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading verbal abuse, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, and physical assault.

No supervisor or other employee shall threaten or insinuate that another employee's or applicant's refusal to submit to sexual advances will adversely affect any condition or privilege of that person's employment. Similarly, no employee shall promise, imply, or grant any preferential treatment to another employee or applicant in exchange for engaging in sexual conduct.

Any employee who feels that he or she is a victim of sexual harassment, including, but not limited to, any of the conduct listed above, by any supervisor, management official, other employee, student, supplier, or to any other person in connection with employment at the Academy, should bring the matter to the immediate attention of his or her supervisor. If that would prove to be uncomfortable (as, for example, if the supervisor is the alleged harasser), an employee should directly contact the Principal or another member of management. Likewise, employees witnessing

sexual harassment directed at other employees should immediately report any such incidents to their supervisor, the Principal, or any other member of management.

Under no circumstances will an employee who in good faith reports alleged incidents of sexual harassment, or who cooperates in an investigation of any such report, be subjected to any form of reprisal or retaliation on account of his or her report or cooperation in such an investigation. Any employee who feels that he or she has been subjected to such reprisal or retaliation should report the reprisal or retaliation to his or her supervisor, the Principal, or any other member of management.

All allegations of sexual harassment or retaliation will be taken seriously and will be promptly investigated as confidentially as possible. Appropriate corrective action will be taken if warranted. Any employee who, after an investigation, is determined to have engaged in any form of discrimination, harassment, or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including discharge.

While the Academy is committed to preventing and punishing unlawful discrimination, harassment and retaliation, it also recognizes that false accusations of sexual harassment or retaliation may harm an innocent party who is falsely accused. Accordingly, any employee who, after an investigation, is found to have *knowingly* made a false accusation of sexual harassment or retaliation may be subject to appropriate disciplinary action. However, if an employee makes a report of what he or she in good faith believes to be sexual harassment or retaliation, the employee will not be subject to disciplinary action even if the employee turns out to have been mistaken.

### **SOLICITATION AND DISTRIBUTION**

There will be no soliciting of employees by other employees or any person anywhere on Academy property unless prior approval is obtained in writing from the Principal. This includes selling and delivery of merchandise (e.g., Girl Scout cookies, Tupperware, or tickets to fundraising events) and/or the distribution of literature, petitions, etc.

### **CONFIDENTIAL INFORMATION**

The protection of confidential technical, business, and planning information of the Academy, its affiliates, its students or other third parties is vital to the best interests of the Academy. Employees of the Academy may be provided with confidential information or may have access to confidential information. Such confidential information includes, but is not limited to:

- technical information of the Academy, its affiliates, its students or other third parties, such as but not limited to computer programs, software, databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- business information of the Academy, its affiliates, its students or other third parties, such as but not limited to compensation data, student lists, student preferences, financial information, credit information, and similar items; and
- information relating to future plans of the Academy, its affiliates, its students or other third parties, such as but not limited to marketing strategies, new materials research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items.

The above types of information, together with other trade secrets and valuable confidential information of the Academy, its affiliates, its students or other third parties, (collectively, the "Confidential Information") are subject to strict controls.

All employees will be required to sign a Confidentiality Agreement as a condition of employment. Employees who improperly use or disclose trade secrets or Confidential Information will be subject to disciplinary action, up to and including termination. In appropriate circumstances, legal action may be taken against an employee or former employee who violates this policy or the Agreement - even if the employee does not actually benefit from the disclosed information.

Confidential Information in many instances may not be identified as confidential or proprietary. Employees may have access to information on computer networks or databases that constitutes Confidential Information subject to the terms of this policy and the Agreement. Employees should remember that all information stored, compiled, or collected on computers, computer disks, databases, disk drives, networks, or otherwise is the property of the Academy and the Academy may use, inspect, destroy, delete, publish or otherwise dispose of such information as the Academy determined to be in the Academy's best interest. The Academy reserves the right to take all steps necessary to investigate possible improper disclosure or use of Confidential Information.

### **CONFLICTS OF INTEREST/BUSINESS ETHICS**

Academy employees should conduct themselves in a manner which is not detrimental to the best interests of the Academy, and employees should avoid actual and potential conflicts of interest or any circumstance that could raise even the appearance of impropriety.

Academy employees and their family and dependents must not accept gifts of substantial value or lavish entertainment from students and suppliers or vendors. Employees must not accept personal fees or commissions in connection with Academy transactions or conduct transactions involving a student's records in a manner which results in personal benefit or gain to an employee. Orders, contracts, and commitments to suppliers or vendors should be awarded on the basis of merit and not for any personal gain of an Academy employee.

Any conduct constituting a conflict of interest may result in disciplinary action up to and including discharge. Each instructor is bound by the Educator's Code of Ethics as adopted by the state Board of Education.

### **RELATIONS WITH OTHERS**

It is important to treat co-workers, students, parents and the public in a courteous, respectful, and helpful manner at all times. All employees have an obligation to represent the Academy in a positive fashion.

### **USE OF COMMUNICATION SYSTEMS**

All electronic and telephonic communication systems, and all communications and information transmitted by, received from, or stored in these systems are the property of the Academy, and as such are to be used solely for job-related purposes. Unauthorized use of any software or business equipment, including, but not limited to, computers, facsimiles, telecopiers, and copy machines, for private purposes is prohibited. Further, no employee may use a pass code

that has not been issued to that employee and that is unknown to the Academy. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

## **SAFETY**

The Academy's employees are its most valuable asset. To ensure the safety of all of its employees, the Academy intends to make every reasonable effort to provide a safe, healthy, and accident-free environment. As a condition of employment, each employee must (1) immediately report any unsafe conditions at work or elsewhere while on Academy business to the employee's supervisor or, if unavailable, other management representative, (2) immediately report any injury to the employee's supervisor or, if unavailable, other management representative, and (3) exercise appropriate care in carrying out his or her assignments at work or elsewhere while on Academy business.

## **SUBSTANCE ABUSE**

The Academy recognizes a responsibility to help provide a safe and productive workplace for its employees. To this end, and to safeguard the Academy's property, protect the health and safety of the general public, and to set a positive example for the community in which the Academy does business, the Academy has adopted this Substance Abuse Policy. Compliance with this Policy is a condition of initial and continued employment with the Academy.

It is the policy of the Academy to maintain a drug-free workplace. The Academy prohibits the manufacture, distribution, dispensation, possession, concealment, use, sale, or transfer of alcohol, inhalants, drugs, or controlled substances, and the possession of drug-related paraphernalia or literature promoting the use of illegal drugs, while at work, on Academy premises (including parking lots), in Academy vehicles, or on Academy business. The Academy also prohibits the presence of any person (including employees of the Academy) on Academy premises (including parking lots) or in Academy vehicles or while on Academy business while under the influence of alcohol, inhalants, drugs, or controlled substances. "Under the influence" with respect to drugs, inhalants, or controlled substances, means having any detectable level in the person's body, regardless of when or where it may have been consumed. If approved by the Principal, the moderate use of alcoholic beverages at Academy-sponsored or business/social events is not prohibited under this Policy.

Compliance with this Policy is a condition of initial and continued employment. Disciplinary action, up to and including discharge, will be taken against any employee who violates this Policy. Over-the-counter medications and prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them are generally not prohibited by this Policy, provided they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label. However, any employee taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which drug or medication is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor prior to starting work or entering the Academy's premises. The supervisor, in consultation with appropriate medical personnel when necessary, will decide if the employee may remain at work or on Academy premises and what work restrictions or accommodations, if any, are deemed necessary. Information regarding the employee's use of medication and any other information provided by appropriate medical personnel will be kept strictly confidential and will be disclosed only to Academy management personnel on a need-to-know basis.

Currently, the Academy does not have a drug or alcohol testing program for employees. However, the Academy reserves the right to implement a testing program and to require employees to submit to testing as a condition of continued employment.

### **COMPLAINTS**

All employees are encouraged to bring their work-related problems or concerns to the immediate attention of their supervisors. In turn, Academy supervisors will try to reach a quick and fair solution. If, however, an employee is not satisfied with the supervisor's solution, he or she may bring the matter to the attention of the Principal.

### **CODE OF CONDUCT**

All employees are expected to perform their duties diligently and to conduct themselves in a professional and courteous manner at all times. Failure to observe the expected standards of performance and behavior may result in disciplinary action. Below is a list of some of the kinds of conduct that may subject an employee to disciplinary action. The following list is by way of example only and is not an exhaustive list of all conduct that may result in disciplinary action.

1. Possession of firearms or other weapons on the Academy premises.
2. Violation of the Academy's Substance Abuse Policy.
3. Falsifying or tampering with time sheets or other Academy records.
4. Failure to comply with safety regulations.
5. Fighting or other disorderly conduct on Academy premises.
6. Stealing, unauthorized or improper use of Academy or other employee's tools, equipment or property.
7. Insubordination, including failure to comply with a supervisor's instructions and work assignments.
8. Dishonesty.
9. Loafing or sleeping on the job.
10. Excessive absenteeism or tardiness.
11. Commission of a crime or other conduct which damages the image or reputation of the Academy.
12. Violation of any Academy policy or procedure.
13. Negligence or carelessness actually or potentially leading to property damage or personal injury.
14. Sexual harassment or violation of the Academy's Equal Employment Opportunity policy.
15. Unsatisfactory performance.
16. Unauthorized or improper use of Academy telephone, e-mail system, mail system, or other Academy-owned equipment; for example, failing to keep personal phone calls to a minimum.
17. Unauthorized or improper use or disclosure of Academy trade secrets, confidential information or other Academy information (e.g. financial information, employee data, etc.).
18. Conduct that violates the Academy's conflicts of interest policy or any other unethical conduct.

Nothing in this policy modifies the at-will nature of employment with the Academy.

## **TERMINATION OF EMPLOYMENT**

### **Resignation**

Employees who resign from the Academy should give at least two weeks' notice. The letter of resignation should state fully the reason(s) for leaving and should be turned in to the employee's supervisor. Resigning employees with over one (1) year of service who give the requisite notice will be paid for accumulated, unused vacation leave for that year. Employees who leave the Academy under other circumstances will not be paid for any accumulated vacation leave.

Resigning employees will be given their final paychecks no later than the next regularly scheduled payday. All applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck. The Academy reserves the right to pay the resigning employee for the notice period and accept the resignation immediately.

### **Involuntary Termination of Employment**

Non-contract employment with the Academy is at-will and may be terminated by the Academy at any time with or without cause and with or without notice. Employees will be paid for all work performed through the effective date of the termination of their employment no later than the sixth day after they are discharged. All applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck.

## **EMPLOYMENT REFERENCES**

The Academy's policy is not to provide references regarding former employees. The Academy will only verify dates of employment, the position held, and rate of pay. Requests for references should be directed to the Principal. The Principal may, in his or her discretion, make exceptions to this policy; however, such exceptions normally will not be made unless the Academy receives written authorization and release from the former employee.

## EMPLOYEE ACKNOWLEDGEMENT

I have received a copy of and have read the foregoing HARMONY SCIENCE ACADEMY Employee Handbook and am familiar with its terms. I understand that it is not a binding contract, but a source of information and a set of guidelines for implementation of personnel policies. I understand that HARMONY SCIENCE ACADEMY can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of this Handbook will control over any contrary statements, representations or assurances made by any supervisory personnel except the Principal.

I also understand that, notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis. Accordingly, my employment may be terminated at any time, by me or by HARMONY SCIENCE ACADEMY, with or without notice and with or without cause. I further understand that the at-will nature of my employment with HARMONY SCIENCE ACADEMY may not be modified except by a written document signed by the President, who I understand is the only individual with authority to make such modifications on behalf of HARMONY SCIENCE ACADEMY, and that any agreements or assurances concerning the terms, conditions or duration of my employment are not binding upon the Academy unless they are in writing, signed by the Principal.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

DATE: \_\_\_\_\_

Please sign this page and return it to the Principal immediately. A copy of this acknowledgement will be retained in your personnel file.




**APPENDIX IX**

**Financial Management**

**Harmony Science Academy**

**Austin, Texas**



**APPENDIX X**

**Facilities and Map**

**Harmony Science Academy**

**Austin, Texas**



A-71

MLS ♦ LMS

Sales ♦ Leasing ♦ Management ♦ Investments ♦ Association Management

January 17, 2000

Mr. Suleyman Bahceci  
Cosmos Foundation  
712-G Bering  
Houston, TX 77057

Re: 8201 Riverside Dr. Austin, Texas

Dear Mr. Suleyman Bahceci:

Pursuant to our conversation this is to propose your lease of a 20,000 square foot space at the referenced location. The basic terms are as follows.

1. Terms: 3-5 years
2. Rate: \$1.00 per sq. ft. and build out triple net.
3. Purpose: Charter School
4. Commencement Date: Upon the prospective Lessee acquiring a charter from the State of Texas and subject to the availability of referenced space.
5. Formal Contract: A formal lease document shall be entered into by the parties referred to herein, subject to their respective approval of the contents of such lease.

Should you have any questions or concerns, please call me.

Sincerely,

January 17, 2000

Cosmos Foundation  
ATTN: Mr. Suleyman Bahcaci  
712-G Bering  
Houston, Texas 77057

Re: Lease for 18,000 or 21,000 SF at Gattis School Business Park

Dear Mr. Bahcaci:

Pursuant to my conversation with Mr. Chuck Winkley, either Building D (18,000 SF) or Building E (21,000 SF) would be available for lease at the following general terms:

TERM:	Five (5) years
LEASE RATE:	\$1.00/SF/Month plus triple net charges
FINISH OUT:	\$25.00/SF; \$450,000 or \$525,000
PROPOSED USE:	Charter School
COMMENCEMENT DATE:	April/May 2000

If you have any questions or necessary revisions you may reach me at (512) 452-7030. Thank you.

Sincerely,



Richard L. Matz, Jr.



S A L E S . L E A S I N G . M A N A G E M E N T

2401 RIO GRANDE ST. AUSTIN, TX . 78705 . 512.479.1300 . FX 479.5995

January 6, 2000

Mr. Suleyman  
Cosmos Foundation  
712-G Bering  
Houston, TX. 77057

Re: 2604 Paramount, Austin, Texas 78704

Dear Mr. Suleyman:

Pursuant to our conversation this is to propose your lease of a 5000 square foot space at the referenced location. The basic terms are as follows.

1. Terms: 3-5 years
2. Rate: \$6000 per month triple net.
3. Purpose: Charter School
4. Commencement Date: Upon the prospective Lessee acquiring a charter from the State of Texas and subject to the availability of referenced space.
5. Formal Contract: A formal lease document shall be entered into by the parties referred to herein, subject to their respective approval of the contents of such lease.

Should you have any questions or concerns, please call me.

Sincerely,

Chuck Winkley



DECEMBER 10, 1999

TO WHOM IT MAY ALSO CONCERN:

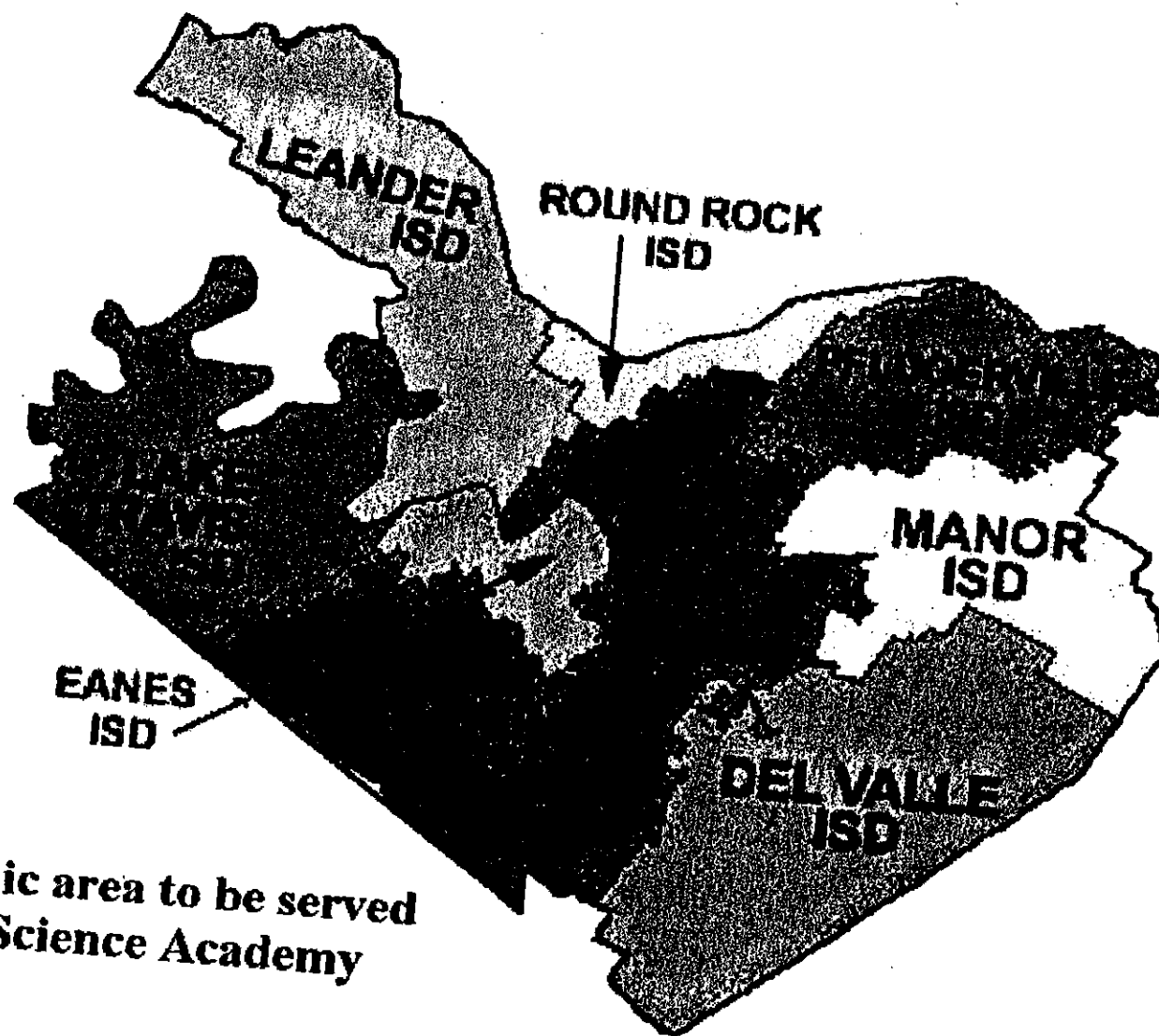
I WOULD LIKE TO ADD A STRONG VOICE  
OF SUPPORT TO THE HARMONY SCIENCE  
ACADEMY CHARTER SCHOOL PROJECT.

THE EXCELLENT PROJECT PANEL, WHOSE  
QUALITY IS EXEMPLIFIED BY DR. SULEYMAN  
BAHCECI OF THE UNIVERSITY OF TEXAS'  
SCIENCE DEPARTMENT (CHEMISTRY AND BIOCHEMISTRY),

BRINGS A HIGH DEGREE OF QUALITY TO  
THE PROJECT'S ARCHITECTURE, ONE RELIABLE  
INGREDIENT PREDICTING FUTURE SUCCESS.

PLEASE ACCEPT AN ENTHUSIASTIC THUMBS  
UP FROM A SCHOOTEACHER WITH THREE  
DECADES OF EXPERIENCE.

*John Taylor Latta*  
former New York State Teacher of the Year  
former New York City Teacher of the Year  
(1989, 1990, 1991)  
author, *DUMBING US DOWN*  
*THE EXHAUSTED SCHOOL*



The geographic area to be served  
by Harmony Science Academy

**APPENDIX XI**

**Copies of Returned Receipts from School Districts**

**Harmony Science Academy**

**Austin, Texas**





P 500 208 722

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
EAGGS INDP. SCHOOL DISTRICT	
Street & Number	
601 Camp Craft Road, Austin	
Post Office, State, & ZIP Code	
AUSTIN, TX 78748 746	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date	
Store: USPS	
Clerk: KNGDSY	
01/21/00	

PS Form 3800, April 1995

P 500 208 724

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Round Rock ISD	
Street & Number	
1311 Round Rock Ave.	
Post Office, State, & ZIP Code	
ROUND ROCK, TX 78681 78681	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date	
Store: USPS	
Clerk: KNGDSY	
01/21/00	

PS Form 3800, April 1995

Z 142 081 355

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
LEANDER ISD	
Street & Number	
Box 218, LEANDER	
Post Office, State, & ZIP Code	
LEANDER, TX 76646	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date	
Store: USPS	
Clerk: KNGDSY	
01/21/00	

PS Form 3800, April 1995

P 500 208 723

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Pflugerville ISD	
Street & Number	
1401 W. Pecan St.	
Post Office, State, & ZIP Code	
PFLUGERVILLE, TX 76660	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date	
Store: USPS	
Clerk: KNGDSY	
01/21/00	

PS Form 3800, April 1995

Z 142 081 352

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <b>Austin ISD</b>	
Street & Number <b>1111 W. 6th St.</b>	
Post Office, State, & ZIP Code <b>AUSTIN, TX 78703</b>	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/21/00	

PS Form 3800, April 1995

Z 142 081 353

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <b>Del Valle ISD</b>	
Street & Number <b>2604 Shepherd Ln.</b>	
Post Office, State, & ZIP Code <b>DEL VALLE, TX 78617</b>	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/21/00	

PS Form 3800, April 1995

Z 142 081 354

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <b>MANOR ISD</b>	
Street & Number <b>312 MURRAY AVE. MANOR</b>	
Post Office, State, & ZIP Code <b>MANOR, TX 78653</b>	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/21/00	

PS Form 3800, April 1995

Z 142 081 350

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <b>LAKE TRAVIS ISD</b>	
Street & Number <b>3322 South Ranch Rd. 620 South</b>	
Post Office, State, & ZIP Code <b>AUSTIN, TX 78734</b>	
Postage	\$ 3.20
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 5.85</b>
Postmark or Date Store: USPS Clerk: KNGDSY 01/21/00	


PS Form 3800, April 1995

**Appendix XII**

**Consulting Agreement for Professional Services**

**Harmony Science Academy**

**Austin, Texas**



-P1 APP XII

**CONSULTING AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_, herein called the "Contractor", and the HARMONY SCIENCE ACADEMY, herein called "Academy".

WHEREAS the Academy desires to engage the Contractor to render certain professional/educational services related to the project called \_\_\_\_\_, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment of Contractor:** The Academy agrees to engage the Contractor and the Contractor agrees to perform personally in a manner satisfactory to the Academy in the following services.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. **Time and Place of Performance:** The services are to be performed on the following dates and at these locations: \_\_\_\_\_  
\_\_\_\_\_  
Contractor shall establish own work schedule of hours to facilitate coordination of services in the best interests of the Academy.
3. **Compensation:** The Academy agrees to pay the Contractor a total sum not to exceed \$\_\_\_\_\_ for the above services when satisfactorily performed. The Academy agrees to pay \$\_\_\_\_\_ per \_\_\_\_\_ for approximately \_\_\_\_\_.
4. **Method of Payment:** By check within 30 days from receipt of invoice.
5. **Termination of Contractor:** Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the Academy and the Contractor at the time final performance is completed as indicated in paragraph 2 herein. This contract may be terminated by the Academy if for any reason the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract. If the Academy terminates the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The Academy may also terminate this contract at any time without cause by furnishing a written five-day notice from the Director, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the

total services of the Contractor covered by this contract, less any compensation previously paid, as determined by the Director.

6. Independent Contractor Relationship: It is specifically agreed by Contractor and the Academy that Contractor's relationship to the Academy is that of an independent contractor and neither of the parties shall be entitled to any of the employee benefits provided by the other to its employees nor is either party authorized to commit or bind the other in any manner. Contractor shall perform all services as an independent contractor and shall discharge all of his/her liabilities as such. Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal under this Agreement. Contractor shall furnish to the Academy, upon the request of the Academy, a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, insurance and payroll assessments. In addition, Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes or assessments of whatever kind or nature levied or assessed as a consequence of the work performed or on the compensation to be paid under this agreement. Contractor shall control all ways and means incident to the proper performance and completion of his/her duties and obligations under this agreement. Contractor retains the right to furnish necessary material and equipment and to do the work required by this agreement.
7. Hold Harmless Agreement: Contractor is an independent contractor and shall be solely responsible for payment of his/her employees, if any, and shall provide, if required, worker's compensation and public liability insurance to protect himself/herself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contribution imposed by any federal, state, or local governmental entity by reason of employment. The Contractor agrees to hold the Academy harmless from any and all liability that Academy may incur, including, without limitation, damages of every kind and nature, out of pocket costs, and legal expenses incurred by reason of the Contractor's negligence or breach of this contract.
8. Confidentiality: Contractor agrees that the work performed by him/her for the Academy and any conversations with Academy staff and legal counsel are to be held in the strictest of confidence. Contractor is aware that the records of the Academy's students are confidential and Contractor agrees to hold any student information in strict confidence. Contractor pledges not to discuss the names or school-related matters of students and students' parents, or the nature of potential legal matters involving students and the Academy with anyone other than Academy employees and legal counsel. Attached, as Exhibit A, is a summary of the Family Educational Rights and Privacy Act which governs the release of student records.
9. Native Language Translation: When working with students or parents whose native language is not English, Contractor agrees to notify the Principal if a translator has not been provided.

10. Reporting Suspected Child Abuse: Contractor agrees that he/she has a duty by law to immediately report suspected child abuse or neglect and may not delegate or rely upon another person to make the report. A report shall be made to any local or state law enforcement agency or the Department of Protective and Regulatory Services.
11. Entire Agreement: This contract constitutes the entire agreement of the parties hereto and it may be changed or altered except by written agreement signed by the parties of this contract. This agreement is contingent upon receipt of \_\_\_\_\_ funds.

IN WITNESS WHEREOF the Harmony Science Academy and the Contractor have executed this agreement effective the date first herein written. The signing of both parties signifies that they have read and understand the above terms of this contract and agree upon its content.

ACADEMY

CONTRACTOR

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Social Security Number  
Date: \_\_\_\_\_

## SEARCH AND INSPECTION CONSENT AND RELEASE FORM

1. I understand that I am being asked to consent to a search or inspection of myself and my clothing, my personal effects, including lockers, lunch boxes, purses, bags, vehicles and any other property located on the premises of Harmony Science Academy ("the Academy"), for the purpose of determining whether I am in violation of the Academy's Policy Regarding a Drug-Free Workplace, a copy of which Policy I acknowledge that I have previously received and read, or other policies of the Academy. I understand that I am not required to consent to such a search or inspection, but that my refusal to do so will subject me to disciplinary action, up to and including discharge.

2. In consideration of my continued employment, I hereby give my consent and authorize representatives of the Academy to conduct a search and inspection as described above. I hereby release and hold harmless the Academy and its agents, servants and employees, or other person or service (and their agents, servants and employees) chosen by the Academy, from any and all loss or liability (including attorney's fees) resulting from the search and inspection, or from the release of the results of such search and inspection, including loss or liability due to any negligence or gross negligence of any of them.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS' SIGNATURE

\_\_\_\_\_  
DATE

<b>APPENDIX IX (FINANCIAL MANAGEMENT)</b>
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Table I: Projected Budget For The Fiscal Year 2001

	Object Code	Total
<b>Estimated Revenues</b>		
Local Sources		0
State Sources		680,000
Federal Sources		50,000
Other Sources		380,000
<b>Total Estimated Revenues</b>		<u>1,110,000</u>
	Function Code	Object Code
<b>Estimated Expenses</b>		Total
Payroll Costs		388,000
Professional and Contracted Services		388,224
Supplies and Materials		225,500
Other Operating Costs		26,384
Depth Expenses		0
<b>Total Estimated Expenses</b>		<u>1,028,108</u>
<b>Net Assets at the End of Year (\$)</b>		<u>81,892</u>
<b>Instruction</b>	11	
Payroll Costs	6100	282,000
Professional and Contracted Services	6200	
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Instruction</b>		<u>282,000</u>
<b>Instructional Resources and Media Services</b>	12	
Payroll Costs	6100	
Professional and Contracted Services	6200	20,000
Supplies and Materials	6300	77,500
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Instructional Resources and Media Services</b>		<u>97,500</u>
<b>Curriculum Development and Instructional Staff Development</b>	13	



Payroll Costs		6100	12000
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Curriculum Development and Instructional Staff Development</b>			<u>12000</u>
<b>Instructional Leadership</b>	21		
Payroll Costs		6100	40000
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Instructional Leadership</b>			<u>40000</u>
<b>School Leadership</b>	23		
Payroll Costs		6100	
Professional and Contracted Services		6200	5000
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total School Leadership</b>			<u>5000</u>
<b>Guidance, Counseling and Evaluation Services</b>	31		
Payroll Costs		6100	
Professional and Contracted Services		6200	15000
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Guidance, Counseling and Evaluation Services</b>			<u>15000</u>
<b>Social Services</b>	32		
Payroll Costs		6100	
Professional and Contracted Services		6200	77904
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Social Services</b>			<u>77904</u>
<b>Health Services</b>	33		

Payroll Costs		6100	11000
Professional and Contracted Services		6200	45120
Supplies and Materials		6300	3000
Other Operating Costs		6400	3384
Depth Expenses		6500	
<b>Total Health Services</b>			<u>62504</u>
<b>Student Transportation</b>	34		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Student Transportation</b>			
<b>Food Services</b>	35		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Food Services</b>			
<b>Co-curricular/Extracurricular Activities</b>	36		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	117000
Other Operating Costs		6400	10000
Depth Expenses		6500	
<b>Total Co-curricular/Extracurricular Activities</b>			<u>127000</u>
<b>General Administration</b>	41		
Payroll Costs		6100	32000
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	8000
Depth Expenses		6500	

<b>Total General Administration</b>			<u>40000</u>
<b>Plant Maintenance and Operations</b>	51		
Payroll Costs		6100	11000
Professional and Contracted Services		6200	125200
Supplies and Materials		6300	
Other Operating Costs		6400	5000
Depth Expenses		6500	
<b>Total Plant Maintenance and Operations</b>			<u>141200</u>
<b>Security and Monitoring Services ( Optional )</b>	52		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Security and Monitoring Services ( Optional )</b>			
<b>Data Processing Services</b>	53		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	28000
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Data Processing Services</b>			<u>28000</u>
<b>Community Services (Optional)</b>	61		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Community Services (Optional)</b>			
<b>Fund Raising</b>	81		

Payroll Costs	6100	
Professional and Contracted Services	6200	100000
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Fund Raising</b>		<u>100000</u>
<b>Total Expenses (\$)</b>		✓ <u>1028108</u>

**Table II: Projected Budget For The Fiscal Year 2002**

		Object Code	Total
<b>Estimated Revenues</b>			
Local Sources			0
State Sources			850000
Federal Sources			50000
Other Sources			81500
<b>Total Estimated Revenues</b>			<u>981500</u>
	Function Code	Object Code	
<b>Estimated Expenses</b>			Total
Payroll Costs		6100	403520
Professional and Contracted Services		6200	299753
Supplies and Materials		6300	234520
Other Operating Costs		6400	27439
Depth Expenses		6500	
<b>Total Estimated Expenses</b>			<u>965232</u>
Net Assets at the End of Year (\$)			<b>16267</b>
<b>Instruction</b>	11		
Payroll Costs		6100	293280
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Instruction</b>			<u>293280</u>
<b>Instructional Resources and Media Services</b>	12		
Payroll Costs		6100	
Professional and Contracted Services		6200	20800
Supplies and Materials		6300	80600

Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Instructional Resources and Media Services</b>		<u>101400</u>

<b>Curriculum Development and Instructional Staff Development</b>	13	
Payroll Costs	6100	12480
Professional and Contracted Services	6200	
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Curriculum Development and Instructional Staff Development</b>		<u>12480</u>

<b>Instructional Leadership</b>	21	
Payroll Costs	6100	41600
Professional and Contracted Services	6200	
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Instructional Leadership</b>		<u>41600</u>

<b>School Leadership</b>	23	
Payroll Costs	6100	
Professional and Contracted Services	6200	5200
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total School Leadership</b>		<u>5200</u>

<b>Guidance, Counseling and Evaluation Services</b>	31	
Payroll Costs	6100	
Professional and Contracted Services	6200	15600
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Guidance, Counseling And Evaluation Services</b>		<u>15600</u>

<b>Social Services</b>	32	
Payroll Costs	6100	

Professional and Contracted Services	6200	81020
Supplies and Materials	6300	
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Social Services</b>		<u>81020</u>
<b>Health Services</b>	33	
Payroll Costs	6100	11440
Professional and Contracted Services	6200	46924
Supplies and Materials	6300	3120
Other Operating Costs	6400	3519
Depth Expenses	6500	
<b>Total Health Services</b>		<u>65004</u>
<b>Student Transportation</b>	34	
Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	To be Contracted
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Student Transportation</b>		
<b>Food Services</b>	35	
Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	To be Contracted
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Food Services</b>		
<b>Co-curricular/Extracurricular Activities</b>	36	
Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	121680
Other Operating Costs	6400	10400
Depth Expenses	6500	
<b>Total Co-curricular/Extracurricular Activities</b>		<u>132080</u>

<b>General Administration</b>	<b>41</b>		
Payroll Costs		6100	33280
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	8320
Depth Expenses		6500	
<b>Total General Administration</b>			<u>41600</u>
 <b>Plant Maintenance and Operations</b>	 <b>51</b>		
Payroll Costs		6100	11440
Professional and Contracted Services		6200	130208
Supplies and Materials		6300	
Other Operating Costs		6400	5200
Depth Expenses		6500	
<b>Total Plant Maintenance and Operations</b>			<u>146848</u>
 <b>Security and Monitoring Services ( Optional )</b>	 <b>52</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Security and Monitoring Services ( Optional )</b>			
 <b>Data Processing Services</b>	 <b>53</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	29120
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Data Processing Services</b>			<u>29120</u>
 <b>Community Services (Optional)</b>	 <b>61</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be

			Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Community Services (Optional)</b>			
<b>Fund Raising</b>	81		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	(NA)
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Fund Raising</b>			
<b>Total Expenses (\$)</b>			<u>965232</u>

**Table III: Projected Budget For The Fiscal Year 2003**

		Object Code	Total
<b>Estimated Revenues</b>			
Local Sources			
State Sources			1020000
Federal Sources			
Other Sources			15860
<b>Total Estimated Revenues</b>			<u>1035860</u>
	Function Code	Object Code	Total
<b>Estimated Expenses</b>			
Payroll Costs		6100	419661
Professional and Contracted Services		6200	311743
Supplies and Materials		6300	243901
Other Operating Costs		6400	28536
Depth Expenses		6500	
<b>Total Estimated Expenses</b>			<u>1003842</u>
<b>Net Assets at the End of Year (\$)</b>			<b>32018</b>
<b>Instruction</b>	11		
Payroll Costs		6100	305011
Professional and Contracted Services		6200	
Supplies and Materials		6300	



Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Instruction</b>			<u>305011</u>
<b>Instructional Resources and Media Services</b>	12		
Payroll Costs		6100	
Professional and Contracted Services		6200	21632
Supplies and Materials		6300	83824
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Instructional Resources and Media Services</b>			<u>105456</u>
<b>Curriculum Development and Instructional Staff Development</b>	13		
Payroll Costs		6100	12979
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Curriculum Development and Instructional Staff Development</b>			<u>12979</u>
<b>Instructional Leadership</b>	21		
Payroll Costs		6100	43264
Professional and Contracted Services		6200	
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Instructional Leadership</b>			<u>43264</u>
<b>School Leadership</b>	23		
Payroll Costs		6100	
Professional and Contracted Services		6200	5408
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total School Leadership</b>			<u>5408</u>
<b>Guidance, Counseling and Evaluation Services</b>	31		
Payroll Costs		6100	

Professional and Contracted Services		6200	16224
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Guidance, Counseling and Evaluation Services</b>			<u>16224</u>
<b>Social Services</b>	<b>32</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	84261
Supplies and Materials		6300	
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Social Services</b>			<u>84261</u>
<b>Health Services</b>	<b>33</b>		
Payroll Costs		6100	11897
Professional and Contracted Services		6200	48801
Supplies and Materials		6300	3244
Other Operating Costs		6400	3660
Depth Expenses		6500	
<b>Total Health Services</b>			<u>67604</u>
<b>Student Transportation</b>	<b>34</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Student Transportation</b>			
<b>Food Services</b>	<b>35</b>		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Food Services</b>			
<b>Co-curricular/Extracurricular Activities</b>	<b>36</b>		

s

Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	126547
Other Operating Costs	6400	10816
Depth Expenses	6500	
<b>Total Co-curricular/ Extracurricular Activities</b>		<u>137363</u>

**General Administration**

41

Payroll Costs	6100	34611
Professional and Contracted Services	6200	
Supplies and Materials	6300	
Other Operating Costs	6400	8652
Depth Expenses	6500	
<b>Total General Administration</b>		<u>43264</u>

**Plant Maintenance and  
Operations**

51

Payroll Costs	6100	11897
Professional and Contracted Services	6200	135416
Supplies and Materials	6300	
Other Operating Costs	6400	5408
Depth Expenses	6500	
<b>Total Plant Maintenance and Operations</b>		<u>152722</u>

**Security and Monitoring  
Services ( Optional )**

52

Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	To be Contracted
Other Operating Costs	6400	
Depth Expenses	6500	
<b>Total Security and Monitoring Services ( Optional )</b>		

**Data Processing Services**

53

Payroll Costs	6100	
Professional and Contracted Services	6200	
Supplies and Materials	6300	30284
Other Operating Costs	6400	

Depth Expenses		6500	
<b>Total Data Processing Services</b>			<u>30284</u>
<b>Community Services (Optional)</b>	61		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	To be Contracted
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Community Services (Optional)</b>			
<b>Fund Raising</b>	81		
Payroll Costs		6100	
Professional and Contracted Services		6200	
Supplies and Materials		6300	(NA)
Other Operating Costs		6400	
Depth Expenses		6500	
<b>Total Fund Raising</b>			
<b>Total Expenses (\$)</b>			1003842

**Table IV: Monthly Cash Flow Projection for the Fiscal Year 2001**

		July	August	Sept.	October	Nov	Dec	Jan	Feb	Mar	April	May	June
<b>Cash Inflows</b>													
Beginning Cash Balance			233421	266109	226097	212784	199472	159460	158771	145459	105447	92134	91445
From Local Sources													
Start-up Funds	280000	150000	130000										
Enhancement Grants													
Investment Earning													
Other	100000	100000											
From State Sources													
Basic Formula	680000	56666	56666	56666	56666	56666	56666	56666	56666	56666	56666	56666	56666
Unit Funding													
Disadvantaged Pupil Impact Aid													
Special Education Excess Costs													
Other State Revenues													
From Federal Sources	50000	50000											
<b>Total Cash Inflows(Including Start-up Fund)</b>	<b>1110000</b>	<b>356666</b>	<b>420087</b>	<b>322775</b>	<b>282763</b>	<b>269451</b>	<b>256139</b>	<b>216127</b>	<b>215437</b>	<b>202125</b>	<b>162113</b>	<b>148801</b>	<b>148112</b>

<b>Cash Outgoes</b>													
Administration													
Salaries	72000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000
Benefits	20160			5040			5040			5040			5040
Instructional Services													
Salaries	304000		30400	30400	30400	30400	30400	30400	30400	30400	30400	30400	
Benefits	86640			21660			21660			21660			21660
Purchased Services	277700	25245	25245	25245	25245	25245	25245	12622	25245	25245	25245	12622	25245
Capital Outlay(Including Replacement)	168000	84000	84000										
Repayment of Borrowing	100000	8000	8333	8333	8333	8333	8333	8333	8333	8333	8333	8333	8896
Transfers and Advances Out													
<b>Total Cash Outgoes</b>	<b>1028500</b>	<b>123245</b>	<b>153978</b>	<b>96678</b>	<b>69978</b>	<b>69978</b>	<b>96678</b>	<b>57356</b>	<b>69978</b>	<b>96678</b>	<b>69978</b>	<b>57356</b>	<b>66841</b>
<b>Ending Cash Balance</b>	<b>81500</b>	<b>233421</b>	<b>266109</b>	<b>226097</b>	<b>212784</b>	<b>199472</b>	<b>159460</b>	<b>158771</b>	<b>145459</b>	<b>105447</b>	<b>92134</b>	<b>91445</b>	<b>81270</b>
Encumbrances	81500												
Unencumbered Balance		233421	266109	226097	212784	199472	159460	158771	145459	105447	92134	91445	81270

**Table V: Monthly Cash Flow Projection for the Fiscal Year 2002**

		July	August	Sept.	October	Nov	Dec	Jan	Feb	Mar	April	May	June
<b>Cash Inflows</b>													
Beginning Cash Balance			82478	14967	7049	13771	20493	10710	17432	24154	14372	21094	27816
From Local Sources													
Start-up Funds													
Enhancement Grants													
Investment Earning													
Other	81500	81500											
From State Sources													
Basic Formula	850000	70833	70833	70833	70833	70833	70833	70833	70833	70833	70833	70833	70833
Unit Funding													
Disadvantaged Pupil Impact Aid													
Special Education Excess Costs													
Other State Revenues													
From Federal Sources	50000	50000											
<b>Total Cash Inflows</b>	<b>981500</b>	<b>202333</b>	<b>153311</b>	<b>85801</b>	<b>77882</b>	<b>84604</b>	<b>91326</b>	<b>81544</b>	<b>88266</b>	<b>94988</b>	<b>85205</b>	<b>91927</b>	<b>98649</b>

<b>Cash Outgoes</b>													
Administration													
Salaries	74880	6240	6240	6240	6240	6240	6240	6240	6240	6240	6240	6240	6240
Benefits	20966			5241			5241			5241			5241
Instructional Services													
Salaries	316160		31616	31616	31616	31616	31616	31616	31616	31616	31616	31616	
Benefits	90105			22526			11263			11263			45052
Purchased Services	288808	26255	13127	13127	26255	26255	26255	26255	26255	26255	26255	26255	26255
Capital Outlay(Including Replacement)	174720	87360	87360										
Repayment of Borrowing													
Transfers and Advances Out													
<b>Total Cash Outgoes</b>	<b>965640</b>	<b>119855</b>	<b>138343</b>	<b>78751</b>	<b>64111</b>	<b>64111</b>	<b>80616</b>	<b>64111</b>	<b>64111</b>	<b>80616</b>	<b>64111</b>	<b>64111</b>	<b>82789</b>
<b>Ending Cash Balance</b>	<b>15860</b>	<b>82478</b>	<b>14967</b>	<b>7049</b>	<b>13771</b>	<b>20493</b>	<b>10710</b>	<b>17432</b>	<b>24154</b>	<b>14372</b>	<b>21094</b>	<b>27816</b>	<b>15860</b>
Encumbrances	15860												
Unencumbered Balance		82478	14967	7049	13771	20493	10710	17432	24154	14372	21094	27816	15860

**Table VI: Monthly Cash Flow Projection for the Fiscal Year 2003**

		July	August	Sept.	October	Nov	Dec	Jan	Feb	Mar	April	May	June
<b>Cash Inflows</b>													
Beginning Cash Balance			21637	39961	29407	2304	20628	23727	42051	60375	4394	22718	41042
From Local Sources													
Start-up Funds													
Enhancement Grants													
Investment Earning													
Other	15860	15860											
From State Sources													
Basic Formula	1020000	85000	85000	85000	85000	85000	85000	85000	85000	85000	85000	85000	85000
Unit Funding													
Disadvantaged Pupil Impact Aid													
Special Education Excess Costs													
Other State Revenues													
From Federal Sources													
<b>Total Cash Inflows</b>	1035860	100860	106637	124962	114407	87304	105628	108727	127051	145375	89394	107718	126042

<b>Cash Outgoes</b>													
Administration													
Salaries	77875	6489	6489	6489	6489	6489	6489	6489	6489	6489	6489	6489	6489
Benefits	21805			5451			5451			5451			5451
Instructional Services													
Salaries	328806		32880	32880	32880	32880	32880	32880	32880	32880	32880	32880	
Benefits	93709			23427			23427			23427			23427
Purchased Services	300360	27305	27305	27305	27305	27305	13652	27305	27305	27305	27305	27305	13652
Capital Outlay(Including Replacement)	181708	45427			45427					45427			45427
Repayment of Borrowing													
Transfers and Advances Out													
<b>Total Cash Outgoes</b>	1004266	79222	66675	95554	112102	66675	81901	66675	66675	140981	66675	66675	94448
<b>Ending Cash Balance</b>	31594	21637	39961	29407	2304	20628	23727	42051	60375	4394	22718	41042	31594
Encumbrances	31594												
<b>Unencumbered Balance</b>		21637	39961	29407	2304	20628	23727	42051	60375	4394	22718	41042	31594

## Contact Information

Print Contact Person	Mailing Address	Phone	Fax	E-Mail
Kenan Yestlyurt	1700 S. Pleasant V. #154	326 8949		[REDACTED]
Ethem YUKSEL	1300 S. Pleasant V. #166	202 2592		[REDACTED]





# TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

**FILE COPY**

Jim Nelson  
Commissioner of Education

May 19, 2000

Soner Tarim  
Cosmos Foundation  
4703 Ingersoll  
Houston, Texas 77027

Dear Mr. Tarim:

This letter is to confirm that on May 12, 2000, the Texas State Board of Education voted to award an open-enrollment charter under the open-enrollment designation to the Cosmos Foundation for the operation of Harmony Science Academy. The award of the charter is finalized upon execution of a contract by the chair of the State Board of Education and the chief operating officer of the school. Contracts for charters authorize operation of a charter school for a five-year term.

Enclosed are two (2) copies of the contract that has been approved by the State Board of Education. Please review this contract, sign both copies, and return both copies to my office. Please leave the execution dates blank on page 1; page 2 paragraph 5; and page 8 (entered into this \_\_\_\_ day of \_\_\_\_ 2000). These dates will be entered when the chair of the State Board of Education signs the document. After Mr. Untermeyer has signed the contract, one copy with original signatures will be returned to you.

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

Respectfully,

Robert Muller  
Associate Commissioner  
Continuing Education and School Improvement

Enclosures

CONTRACT SEC

CONTRACT

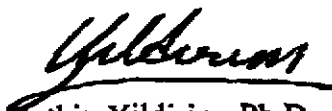
RECEIVED  
FEB 28 2001

February 28, 2001

Ann Pennington  
1701 N. Congress Avenue  
Austin, Texas 78701

Cosmos Foundation was granted to open two open-enrolment charter schools last year. Those schools are Harmony Science Academy-Houston (HSA-Houston) and Harmony Science Academy-Austin (HSA-Austin). HSA-Houston started enrolling students in August 2000 and HSA-Austin will start education in August 2001. Currently, Cosmos Foundation is preparing another proposal for an open enrolment charter school application in Dallas.

These three schools have the same school board. The members of the school board are from Houston, Austin and Dallas. This situation creates some problems for our school board meetings. Often, there have not been enough number of members for the quorum. To solve this problem HSA school board request to divide the board for these three schools. Board members living in Houston will be in HSA-Houston's school board, board members living in Austin will be in HSA-Austin's school board, and board members living in Dallas will be in HSA-Dallas's school board. These boards will have their own regular meetings. The board meetings will be held quarterly.



Yetkin Yildirim, Ph.D.  
Member, Board of Directors  
Cosmos Foundation  
(512) 232-1845

Contract section

TOTAL P.01



CONTRACT

# TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

## FILE COPY

Jim Nelson  
Commissioner of Education

May 19, 2000

Soner Tarim  
Cosmos Foundation  
3351 B Lake Austin Boulevard  
Austin, Texas 78703

Dear Mr. Tarim:

On May 12, 2000, the State Board of Education approved the contract to be executed with charter schools. Enclosed are two copies of the contract. Please review this contract, sign both copies, and return both copies to my office. Please leave the execution dates blank on page 1; page 2 paragraph 5; and page 8 (entered into this \_\_\_\_ day of \_\_\_\_ 2000). These dates will be entered when the chair of the State Board of Education signs the document. After Mr. Untermeyer has signed the contract, one copy with original signatures will be returned to you.

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

Respectfully,

Robert Muller  
Associate Commissioner  
Continuing Education and School Improvement

Enclosures

Contract Sec. JRS

CONTRACT FOR CHARTER

ST 48      ST 48  
19th      May

This contract is executed the 19th day of May 2000 between the Texas State Board of Education (the "Board") and Cosmids Foundation ("Charterholder") for an open-enrollment charter to operate a Texas public school to be known as Harmony Science Academy-Austin.

## General

1. Definitions. As used in this contract:  

"Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.

"Charterholder" means the sponsoring entity identified in the charter application.

"Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.

"Agency" means the Texas Education Agency.
2. The Charter. This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-00-006; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charterholder in its application for charter, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charterholder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charterholder, its agents or employees in support of its application for charter.
3. Authority Granted by Charter. The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. Alienation of Charter. The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school. Charterholder may not engage or modify the

terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from <sup>ST HB</sup> May 19, 2000 through <sup>ST HB</sup> July 3, 2005, unless renewed or terminated.
6. Renewal of Charter. On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by written amendment approved by vote of the Board and properly executed by its chair.
7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

#### Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 400 students. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the student would otherwise attend. Students who reside outside the geographic boundaries stated in the charter shall not be admitted to the charter school until all eligible applicants who reside within the boundaries have been enrolled.
9. Public Education Grant Students. Charterholder shall adopt an express policy providing for the admission of, and shall admit under such policy, students eligible for a public education grant, including those students who reside outside the geographic area identified in the charter application, under Subchapter G, Chapter 29, TEC.
10. Non-discrimination. The educational program of the charter school shall be nonsectarian, and shall not discriminate against any student or employee on the basis of race, creed, sex, national origin, religion, disability or need for special education services.
11. Children with Disabilities. The charter school is a "local educational agency" as defined by federal law. Charterholder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act

of 1973 ("Section 504"), 29 U.S.C. §794, and implementing regulations; Title II of the Americans with Disabilities Act, 42 U.S.C. §12131-12165, and implementing regulations; Chapter 29, TEC, and implementing rules; and the many court cases applying these laws. For example:

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

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

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

the charter school's compliance with the statements, assurances, commitments and representations made by Charterholder in its application for a charter, attachments, and related documents.

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

<b>Financial Management</b>
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17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. Unless otherwise notified by the Agency, Charterholder shall comply fully with generally accepted accounting principles ("GAAP") and the Financial Accountability System Resource Guide, Bulletin 679 or its successor ("Bulletin 679") published by the Agency in the management and operation of the charter school.
19. Federal Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
20. Workers' Compensation. Charterholder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.
21. Annual Audit. Charterholder shall at its own expense have the financial and programmatic operations of the charter school audited annually by a certified public accountant holding a permit from the Texas State Board of Public Accountancy. Charterholder shall file a copy of the annual audit report, approved by Charterholder, with the Agency not later than the

120<sup>th</sup> day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.

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



accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

<b>Governance and Operations</b>
----------------------------------

29. Non-Profit Status. Charterholder shall take and refrain from all acts necessary to be and remain in good standing as an organization exempt from taxation under Section 501(c)(3), Internal Revenue Code. If Charterholder is incorporated, it shall in addition comply with all applicable laws governing its corporate status. Failure to comply with this paragraph is a material violation of the charter, and the Board may act on the violation even if the Internal Revenue Service, Secretary of State, or other body with jurisdiction has failed to act.
30. Records Retention and Management. Charterholder shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001, et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the charter.
31. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
32. Conflict of Interest. Charterholder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest. If an officer or board member of Charterholder or of the charter school has a substantial interest, within the meaning of Chapter 171, Local Government Code, in a transaction, such interest shall be disclosed in public session at a duly called meeting of the governing body prior to any action on the transaction.
33. Disclosure of Campaign Contributions. Charterholder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.
34. Indemnification. Charterholder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charterholder, its agents, employees, and subcontractors.
35. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions.

Charterholder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension. Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.

36. Charter School Facility. Charterholder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charterholder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes.

#### Enforcement

37. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charterholder, its employees and agents shall fully cooperate with such investigations. Failure to timely comply with reasonable requests for access to sites, personnel, documents or things is a material violation of the charter.
38. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Section 39.131, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charterholder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Section 39.131, TEC or Chapter 29, TEC is a material violation of the charter.
39. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2, 3, and 20; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

#### This Agreement

40. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this contract.
41. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder

of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

42. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-00-006; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
43. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
44. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
45. Governing Law. In any suit arising under this contract, Texas law shall apply.
46. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 22<sup>nd</sup> day of May, 2001.

Texas State Board of Education

Grace Shore  
By Grace Shore, Chairman

Charterholder

[Signature] 5/22/01  
(signature/date)

Chairperson, Governing Board of  
Charterholder

SONER TARIM  
(Printed Name)

[Signature] 5/22/01  
(signature/date)

Chief Operating Officer, Charterholder

SONER TARIM  
(Printed Name)