

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

Application for Approval of an Open-Enrollment Charter

Instructions: Submit four copies of completed application with the proposed charter and assurances signed by the Chief Operating Officer of the School and the evidence of parent/community support to the Texas Education Agency, Document Control Center, 1701 North Congress Ave., Austin, Texas 78701. For assistance, contact the Office of Charter Schools at (512) 463-9575.

Chief Operating Officer

of Proposed Charter: Thomas M. Buzbee Title: Executive Director

Name of Sponsoring Entity: Gulf Coast Trades Center, Inc.

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

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

Sponsor Address: P.O. Box 515 FM1375/West City: New Waverly

Zip: 77358 Phone Number: (409) 344-6677 FAX: (409) 344-2386

Name of Proposed Charter: Gulf Coast Trades Center

Charter Site Address: P.O. Box 515 FM1375/West City: New Waverly

Zip: 77358 Phone Number: (409) 344-6677 FAX: (409) 344-2386

Grade	Expected Initial	Projected Max.
Levels: <u>9-12</u>	Enrollment: <u>180</u>	Enrollment: <u>225</u>

The charter will primarily serve an area that is geographically: urban suburban rural *statewide

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

The Gulf Coast Trades Center is designed to "... increase the social and economic independence of disadvantaged youth", who have been adjudicated, through academic/vocational training to be responsible and mature citizens.

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

_____ pre-kindergarten; 20% special education; _____ migrant;

100% economically disadvantaged; 5 % limited English proficiency; 100% recovered dropouts;

100% at risk of dropping out;

42% pregnant or parent students; 100% other wards of the state (adjudicated)

The facility to be used for an open-enrollment charter school is owned by _____,

_____ a commercial entity a non-profit entity _____ a school district.

* U.S. Forest Service



GULF COAST TRADES CENTER

"Preparing adjudicated youth for life through education and vocational training."

P.O. Box 515 New Waverly, Texas 77358

Thomas M. Buzbee
Executive Director

January 5, 1998

Mr. Brooks Flemister, Senior Director
Office of School/Community Support
Texas Education Agency,
Document Control Center
1701 North Congress Avenue
Austin, Texas 78701-1494

Re: RFA# 701-97-028
Open-Enrollment Charter School Application

Dear Mr. Flemister:

Enclosed, please find four (4) completed copies and supportive documentation of the Gulf Coast Trades Center, Inc., submission for the agency's consideration in response to the above mentioned RFA.

If there are any questions, or clarification needed, please advise.

Sincerely,

Thomas M. Buzbee
Executive Director

Enclosures - four (4) copies



Accredited by Council on Occupational Education

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**Open-Enrollment Charter Application of
GULF COAST TRADES CENTER -- NEW WAVERLY, TEXAS**

The open-enrollment charter proposal must be submitted in contractual form including, in the order of the items below, these same components. Attach evidence of parental/community support for the proposed charter. Note each school district whose enrollment is likely to be affected by the open-enrollment charter school and the date a Statement of Impact form was sent to each district under item 5.

Gulf Coast Trades Center, the applicant for the proposed open-enrollment charter agrees to operate the educational program described below in accordance with the provisions described within this document and the attached assurances, if approved by the State Board of Education.

1. VISION AND GOALS

Gulf Coast Trades Center (GCTC or Center) agrees to work within the parameters of the State Board of Education as well as within the agency's existing long range vision and goals. GCTC agrees to develop an Open-Enrollment Charter School in keeping with the following vision and goals:

(a) The long range vision of the Gulf Coast Trades Center (GCTC or Center) is to prepare youth for success in life. To realize this vision, the Center has long range goals of continuing educational improvement and effectiveness through its major resources for students -- that is, its' faculty, facilities, community and business relationships, applied community service learning experiences, and a wide range of professional supportive services. The Center will continually improve the quality of its programs and services and strengthen its financial resources to achieve this vision.

The Gulf Coast Trades Center Open-Enrollment Charter School consists of an innovative educational program for adjudicated adolescents and young adults, ages 15.5 to 21 years of age, that prepares "at-risk" students (most of whom have dropped out or been expelled from public schools) for long- term success in a variety of careers; and GCTC facilitates the successful transition from school to work and a lifelong productive contribution to society. The five- to ten-year vision for the GCTC Open- Enrollment Charter School is to increase the number of students who transition successfully to independent living, full-time work at a liveable wage in a viable career.

The Center addresses the maturational needs of "at-risk" youth, which include not only specific academic and vocational skills training, consistent with the youth's capacity and interest, but also social skills, including work attitudes, social values and service. These skills will assist the graduate in becoming a contributing member of society, capable of living interdependently in their home community.

The purpose of the Gulf Coast Trades Center and its vision and goals for its students is based on a philosophy that stresses the worth and dignity of each person. The Center believes that strengths exist in each individual which can redirect him/her toward maturity and responsible citizenship.

In order to achieve this vision, the Center will build upon a twenty-six year history by offering quality academic education, daily living skills education, vocational skills training, and practical applied learning experiences both on the campus through classroom learning and within the community. Construction of housing and other community facilities, and together with applying student learning and service activities, are the building blocks for change.

(b) The Goals of the Open-Enrollment Charter School are:

- Goal 1:* To enhance the academic and career technological learning environment through creative educational strategies that will meet the needs of the student population and industry, by the development and implementation of a realistic individual education plan for each student that will address the new technology of the work place.
- Goal 2 :* To develop alternative funding for the means to continue and to expand the post-graduation support services beyond the student's successful completion of the program and his/her reintegration in the community.
- Goal 3:* To maximize the "School-to-Work" transition learning activities by the creation of performance standards tied to each student's school work and work-based learning activities.
- Goal 4:* To create an environment that will facilitate whole-school changes in curriculum, pedagogy, assessment through the involvement of employers and industry.
- Goal 5:* To develop a work/project based curriculum and manual for on-site learning in home construction by May 1, 1999.
- Goal 6:* To develop participant outcome measurements to track learning and work readiness upon discharge from the program by May 1, 1999.
- Goal 7:* To develop and test a coordinated plan to integrate classroom instruction and worksite learning for participants by May 1, 1999.

2. GOVERNANCE, STAFF, PARENTAL INVOLVEMENT

Gulf Coast Trades Center confirms that it is a qualified organization under the requirements of a charter school through the Texas State Board of Education. GCTC complies with the majority of the regulations set forth by the State Board of Education and agrees to institute, within 90 days, an additional governing structure to fulfill the obligations of a charter school.

Gulf Coast Trades Center is a 501(c)3 Non-profit organization. A copy of the IRS Letter of Determination is attached as well as a copy of the most recent tax return. Initially, the GCTC Board of Trustees will serve as charter school trustees. These board members and other Center officials

have agreed to undergo a criminal background check. As the new charter school Board of Trustees and officials are appointed, they will be required to undergo a criminal background check. All Center staff and applicants for employment already are subject to this screening, as will be the prospective employees of the charter school. The school is located within the New Waverly Independent School District in State Board of Education District 8.

(a) Board

The open-enrollment charter school will function under the direction of a Board of Trustees which will be appointed annually by the parent organization's Board of Trustees. The group, which initially will consist of a Board of Trustees of the parent organization (GCTC), will operate essentially as a board of education in overseeing the programmatic affairs of the school. Decisions of the trustees of the school will be subject to review and ratification of the parent Board, which will oversee the administrative affairs of the school.

GCTC, the parent organization, is governed by a self-perpetuating Board of Trustees, which provides policy oversight and hires an Executive Director for managing the agency. From time to time, the Board of Trustees reviews and modifies the mission of the agency to assure continuing relevance. The board adopted the current mission statement of the school in 1984. Upon approval of this charter school, the mission will be modified to address this new scope.

The parent Board operates under an adopted set of By-Laws that addresses Board duties and responsibilities and governing rules such as Board composition, election of members and officers, regular and special meetings, frequency of meetings, duties of standing, regular and ad hoc committees appointed to oversee aspects of the organization. The charter school's Board of Trustees will act as GCTC Board committees act and will be responsible for the establishment of programs, while turning to the GCTC Board for administrative control and policy ratification.

Board members are protected from personal liability, to the extent permitted under law, with a million dollar Board liability policy. The Board of Trustees of the parent organization does not follow the Open Meetings and Open Records Act as it is not required by the Texas Nonprofit Corporation Act. However, the Charter School Board of Trustees will follow the Open Meetings and Open Records Act. By policy, the Board delegates the authority to the Executive Director for full program implementation. The Executive Director will appoint the Education Director. The Charter School Board will work closely with the Education Director for program development.

The agency is subject to the State of Texas regulations applicable to licensed residential child care facilities, state educational standards, and to standards that effect all nonprofit agencies in Texas. The Center is a non-profit organization chartered by the State of Texas in 1971, as an educational entity. It is classified as a 501 c (3), tax exempt organization by the Internal Revenue Service.

The Center is licensed by the Texas Department of Protective and Regulatory Services (TDPRS) as a residential group care facility. It was licensed by Texas Education Agency (TEA) as a non-profit proprietary school for several years until the licensing oversight was transferred to the Texas

Workforce Commission in 1995. The vocational program is accredited by the Council on Occupational Education (COE), a national accrediting organization for occupational and vocational schools.

Since 1988, the organization has operated its educational program under a contract with the New Waverly Independent School District (NWISD). This Open-Enrollment Charter School is being sought with the permission and support of the Board of Trustees of New Waverly Independent School District (NWISD).

The Open-Enrollment Charter School will operate under the direction of a separate but overlapping Board of Trustees appointed by the Board of Trustees of the parent organization. The Board of the Open-Enrollment Charter School will be reappointed annually. The Open-Enrollment Charter School Board members will serve until their term has expired and their replacement duly appointed by the governing board of GCTC. Future Charter School Board members need not be members of the Board of Trustees of the parent organization. The initial Board will consist of the following persons, all of whom are current members of the Board of Trustees of the parent organization.

- Chair: Steve Williams, Chairperson of the GCTC Board of Trustees; Retired Labor Union Official
- Vice Chair: Lois Ham, Vice Chairperson, GCTC Board of Trustees, Retired Labor Union Official
- Secretary: William Powell, Member GCTC Board of Trustees, Retired School Teacher
- Treasurer: Cecil Williams, Member GCTC Board of Trustees, Retired School Teacher and Walker County Commissioner
- Trustee: Andrew Martinez, Member GCTC Board of Trustees, Retired Businessman and Former School Board Member

Over half of the initial Board members are residents of the county in which the main campus is located. The Board is representative of the diverse ethnic population that the Center enrolls.

Charter School Board members will be asked to attend educational workshops in their home communities to help them understand the educational process of an Open-Enrollment Charter School, although they all have leadership skills as results of prior employment or other board affiliations. All School Board meetings will be in compliance with the Open Meetings Act and the Open Records Act, as stated in the Texas Education Code, Chapters 551 and 552.

(b) Administrators and Faculty

The Executive Director is hired by the Board to direct the agency under the policies and procedures adopted by the Board. The Director is licensed by the State of Texas as a Child Care Administrator.

He is responsible for hiring, firing, supervising, evaluating staff performance, administering a board adopted compensation plan, and is responsible for filling out the Charter application.

An Education Director will be hired by the Executive Director to oversee the educational component. The Director of Education will be responsible for all day-to-day decision making of the educational program, financial planning, staff evaluations, purchase order request, curriculum revisions, staff development, and will chair the site-based decision making team. The Education Director reports directly to the Executive Director. The Education Director will work in consort with the Charter School Board of Trustees in the development, implementation and assessment of programmatic activities. The Education Director will delegate administrative work as appropriate.

The site-based decision making team will be comprised of the Education Director, a Board member, the Learning Resource Center Manager, one vocational instructor, other agency representatives, community leaders, and an adjunct member (Executive Director). The site-based decision making team will be involved in decisions in the areas of planning, budgeting, curriculum, staff patterns, staff development, and school organization. The site-based decision making team will be involved in the educational process but the ultimate responsibility remains with the Education Director.

(c) Involvement of Students and Parents

The Center has an organized student council comprised of students from the nine (9) vocational shops. Students have input into and make recommendations regarding programmatic issues. The Program Services Director and the Residential Manager facilitate all meetings. Students fill out surveys in regards to programmatic issues upon discharge. The Center will entertain the idea of mailing surveys to parents for their input.

Parental involvement is limited due to the broad geographical area the Center will serve. The Center provides communication in the form of telephone conversations and progress reports to families while their child is enrolled. The Center has visitation on Sundays and furloughs are permitted the last thirty (30) days in the program. Parents are encouraged to participate. The Center makes every effort to keep the lines of communication open between the family, referring agency, or managing conservator. The Center has provided bus tickets and other means of transportation to help parents and the student establish the family relationship.

3. EDUCATIONAL PROGRAM

Gulf Coast Trades Center agrees to provide an educational program which meets the needs of its special population as well as meets the State of Texas student attendance requirements and the curriculum requirements under Texas Education Code (TEC) 28.002. GCTC's existing educational program meets the State codes and is outlined below:

(a) Student Population

Although the request for proposal has the description of the student population following the curriculum, this order is not being followed in this instance because the students to be served dictate

the curriculum at Gulf Coast Trades Center.

The educational program of GCTC is unique because the students are unique. The Center admits the adjudicated, "at-risk", students whose placement is grades 9-12. The minimum age for enrollment is 15.5 years. Students are enrolled on an open-entry/open-exit basis. The program design is based on a one hundred eighty-day (180-day) program for each student. However, the Center's educational program operates on a two hundred sixty-day (260-day) work schedule for year round programming. The average length of enrollment is 7 months, which may occur at anytime in the calendar year.

Students most often come directly from a county detention facility or a state intake and assessment facility for adjudicated youth. Less than 10% come from a child welfare facility following failure to adjust and/or involvement in delinquency. Almost all students have been removed from the custody of their parents. An increasing percent will not be allowed to return to their homes until they are over age 18 years.

Under this set of circumstances, the educational program must be targeted in terms of each student's broader plan of service. A disproportional amount of the education must be very practical, preparing the youth for employment and living in the community without further involvement with law enforcement.

The workplace in Texas is changing. There will be more than 20, 000 new job titles by the year 2000; therefore it is important that education keeps pace. Job skills will need to be adjusted to keep up with the changing business climate. Many students are getting lost on the road to relevant education. Texas is losing one out of every five students before graduating. Lacking a high school diploma or high school equivalency, most of these young people will end up unemployed or in low paying unskilled jobs. Delinquent and dependent youth, without a safety net from the family and access to financial resources will not be able to afford college or other post-secondary academic training, are particularly at risk of being unemployed. Consequently, the brief period of time allotted is used very judiciously, to help the student with the capacity to earn a high school equivalency and to acquire entry level skill in an occupation in demand in the Texas economy.

Students at the Center can choose their own paths: straight to the workforce and/or on to post secondary educational opportunities. Whatever path they choose, Career and Technology students already have a head start. The key is business and education working together to chart courses that are directed to a better educated workforce.

(b) Curriculum

Students will be eligible to earn five and one-half (5 ½) credits in a 180-day period, if all competencies and achievement levels are attained. Career and Technology Education (CATE) two (2) credits, physical education one (1) credit, and one-half (1/2) credit respectively for English, Mathematics, Science, Social Studies, and Life Skills. Students will be enrolled two hours daily for academic advancement and five and one-half hours a day in CATE training.

The Center takes a non-traditional approach in the provision of academic skills training and vocational skills training. Extensive use is made of technology in curriculum design and on-task learning assignments. Occupational training moves out of the shop and onto the campus and in the community, where students acquire skills that will lead directly to employment.

The Learning Resource Center (LRC) offers individualized instruction using a combination of computer assisted instruction, video, workbook, and lecture designed to allow individuals to progress at their own pace. The Center utilizes two individualized, self-paced computer programs to enhance academic performance; the Computer Curriculum Corporation (CCC) and the Plato 2000 (The Roach Organization, Inc.) computer software programs are designed to increase academic performance at a rapid pace. Both CCC and the Plato 2000 are aligned to meet the Texas Basic Essential Elements criteria and are presently under-going modification to meet the new Texas Essentials Knowledge and Skills (TEKS), which is expected in early 1998.

The CCC has an extensive instructional system. The exercises and tutorials are selected to provide appropriate practice and instruction according to the student's performance. The program adjusts the difficulty level of the materials and the strategies to help the student develop concepts and master skills. The automated management system also provides diagnostic reports for teacher summation of the student's progress and to show individual strengths and weaknesses.

Plato 2000 provides the flexibility to meet individual needs and objectives. Courses are aligned in linear progression of modules and courses to allow sufficient prerequisite skill development. Courses are organized around topics. The easiest of the objectives in a topic is provided first with the level of complexity increasing as the student continues through the course. Plato 2000 is designed by the tutorial, drill, application or review, and test characteristics. Students are provided tutorial learning objectives in logical progression. Some applications provide reinforcement activities as in comprehension questions, and drills. Tutorials give the student the opportunities to review. Once students have completed the tutorial and drill lessons a proof of mastery of the learning objectives is provided in the form of a mastery test. Test must be mastered before moving forward in the curriculum.

Computer Assisted Instruction (CAI) will be utilized to complete a student's Science and Social Studies credit requirement, while Language Arts and Mathematics will be instructed in a more traditional atmosphere. Competency and achievement levels will be attained before progression in academic instruction will be allowed. The CCC and Plato Systems can be utilized as tutorial tools for TAAS, Language Arts, English as a Second Language (ESL), Mathematics, and GED preparation.

In addition, the Center was awarded a grant from the Telecommunications Infrastructure Fund (TIF) of the State of Texas to provide Internet services to the academic and vocational classrooms. This new technology will be incorporated in the existing curriculum index and will allow for future expansion in an already complex matrix of services. CD-based encyclopaedias, timelines, and

databases, and simulation software are valuable resources in a classroom.

Diverse teaching methods, an individualized approach to instruction that respects differences among students, personalized Individual Educational Plans (IEP), and assessment systems, and imaginative uses of technology will enable the Center to ensure that each student actually learns.

Career and Technology Education will be provided in nine (9) trades. Vocational courses offered include: Auto Technology, Building Trades, Mill and Cabinetmaking, Construction/Carpentry, Bricklaying/Stone Masonry, Office Support System, Culinary Arts, Paint and Decorating, and Horticulture Related Occupations.

“Hands-on” and “eyes-on” is the key component to the Center’s vocational component. Vocational training integrated with core academic content has greater meaning for the student and produces higher success rates among underachievers. In the vocational classroom or laboratory constant learner-centered instruction takes place. Students are challenged to apply problem-solving techniques learned in academics and vocational classrooms to practical applications in laboratories and on work sites.

The Center utilizes Career and Technology Education curriculum written by Texas A & M University and is approved by the Texas Education Agency. Although the Center is pleased with the core curriculum, the Center plans to modify the curriculum to meet industry specifications and work/project based learning that resembles the “Working Hands, Working Minds, Construction Training Curriculum” developed for Youthbuild USA. Youthbuild USA is an association of public and private agencies which have received grants from governmental agencies to train youth in building construction trades. The Center will make modifications and align the revised curriculum with the TEKS.

Curriculum modifications will focus on the principles of teaching from real life experiences, building teamwork, problem-solving and critical thinking, developing social skills, workplace and career exploration, and portfolio assessment.

Students will be expected to collect the work they have done, in order to reflect on their learning. The final portfolio will serve as an assessment tool for the instructor as well as a self-assessment for the students. The portfolio will be an accumulation of the students’ work. In addition, to the portfolios a competency based grading system will be in place. Students will have to master competencies before moving to another unit or project and/or completing the program.

The key to the curriculum modifications and actual instruction will be the a team of academic teachers, worksite instructors and vocational instructors joining forces for the good of the student.

The success of any Career and Technology program is job placement. The Center’s has another added attraction to the total program, it is the job placement assistance provided to the student upon discharge. A Community Services Specialist is assigned a student upon program completion to help

assist them in the job search. The Center maintains a 72% job placement rate. To often this targeted population is released to their home communities without support; therefore, increased recidivism and re-incarceration. The Center provides a viable solution to re-integration back to the home community.

A Physical Education (PE) credit will be earned during the student's program. Center students are required to have physical activity or recreation daily. As stated earlier, the Center has over 10,00 square feet of recreational space available for the physical education program. Physical education will be part of the student's Individual Education Plan (IEP). The PE teacher will develop the PE curriculum, implement the PE curriculum, establish test methods and procedures and report the same to the Education Director. Individual and team sports will be the primary focus during curriculum development. The PE teacher will have a four-year or better degree in physical education, or related degree, and a strong desire to work with "at-risk" students.

Life Skills will be another course of study for students to earn high school credit. The Life Skills curriculum has been developed by Center staff on a trial and error basis over the past ten years. The curriculum consists of: Banking and Checking Accounts, Buying a Used Car, Budgeting, HIV and STD's, Hygiene and First Aid, Nutrition, Housing, Employment, Taxes and Paychecks, and Consumer Shopping. The Center also utilizes the Department of Labor (DOL) training skills competencies to teach job readiness skills. Students must master eleven competencies to include: Application, Making Career Decisions, Labor Market Orientation, Resumes, Interviews, Punctuality, Attendance, Positive Attitudes and Behaviors, Appropriate Appearance, Good Interpersonal Skills, Task Completion before attainment is met. Life Skills curriculum will be modified and units added to meet the Texas Education Code and TEKS criteria.

Students eligible for services under the Individuals with Disabilities Education Act (IDEA) will be served by a certified special education teacher as required under Federal and State law. The Center will contract with an Educational Diagnostician to provide ongoing, updated testing, and help in the implementation of the Admission, Review, and Dismiss (ARD) committee. The Center will also provide additional licensed counselors to serve those students with other handicapping conditions.

Home language surveys will be given to all students enrolled at the Center regardless of ethnicity. Those students who have a home language other than English and who are identified as Limited English proficient shall be provided a full opportunity to participate in an English as A Second Language (ESL) program as required in the Texas Education Code, Chapter 29, Subchapter B.

In addition to providing qualified personnel, the computer software packages, the revised curriculum, and the Internet capabilities will enable special education, ESL, ADHD, and ADD students to select audio and listening mechanisms to teach the course offerings.

(c) Attendance

The school is a residential facility, consequently there is a very high attendance rate. Students must report to the health clinic if they are not attending classes. Because of the unique nature of the

academic program and the population served, the local school district does not anticipate a significant impact or demand for commuting students from the community. Therefore, it is expected that daily attendance rates will continue to exceed 95%.

(d) Extracurricular Activities

Students have scheduled field trips to museums, fine arts performances, Texas Department of Criminal Justice institutions, movies, bowling, basketball games, football games, baseball games, hunting trips, self-challenge courses (R.O.P.E.S.), and camping. Field trips that are educational in nature are scheduled during school hours. Other extracurricular are scheduled in the evenings and on the weekends, since the students are on campus on a 24-hour basis.

The Center emphasizes community service activities for the students that constitute both an applied learning and earning opportunities. Many students are required under court mandate to perform community service hours; therefore the Center provides the projects to justify the court order. For example, the students has been involved in the past with: Huntsville Chamber of Commerce, New Waverly Volunteer Fire Department, New Waverly Clean-up Day, New Waverly Independent School District, New Waverly Friends of the Library, Huntsville Habitat for Humanity, Huntsville Grand person Center, Walker County Fair Association, Montgomery County Fair Association, Willis Convalescent Center, Willis American Legion Auxiliary, Willis Independent School District, Montgomery County Friendship Center, Montgomery County Senior Citizen Day, U.S. Forest Service Trash Bash, Conroe Cajun Festival, and numerous other community service projects.

4. ACCOUNTABILITY

Gulf Coast Trades Center agrees to expand existing outcome and accountability measures for the Charter School as will agree to develop additional accountability measures in accordance to Chapter 39 of the Texas Education Code.

(a) Student Performance and TAAS Achievement Goals

Objectives and accountability will based on the target population and referenced according to Chapter 39 of the Texas Education Code. Charter schools are held accountable under the Texas Education Agency, Division of Accountability Development and Support-Alternative Accountability. Indicators and performance objectives will be based on adjudicated students, "at-risk", grades 9-12.

For customary academic performance, a minimum of 50% of attempted course credits will be completed; for non-academic performance, an attendance goal of 98% will be achieved during the period of enrollment.

Students enrolled that meet the state requirements for TAAS testing will maintain 25% performance accountability; exempt students will be provided alternative testing to establish benchmarks for accountability purposes. Achievement will be measured in terms of movement from the baseline over the course of enrollment.

The pedagogy utilized is a holistic approach to learning. Students at the Center have various academic skills level. Educational objectives will be met utilizing: 1) individualized computer-assisted and other technology-oriented instruction, innovative techniques for motivating students who are mandated by courts and public agencies to participate in the academic program; a system of incentives and recognitions, small group activities, tutorial, guided instruction worksheets, lecture, and peer coaching.

(b) Additional Accountability Provisions

The Center is responsible for student outcomes to several youth service agencies which provide financial assistance for the school, principally Houston Works, the City of Houston JTPA program administrator and Texas Workforce Commission, which sets standards and monitors performance for JTPA programs on a statewide basis. In addition, the Center must achieve and maintain certain performance standards promulgated by the Council on Occupational Education, a nationally accrediting body which accredits GCTC as an occupational education facility. Under these contractual agreements, performance requirements, and board of trustee adopted performance standards, the Center will achieve the following performance objectives for the charter schools program completers:

- 70% job placement rate within 30 days following graduation;
- 60% of the job placements will be training trade related placements;
- 90% job specific skills attainment, for the specific occupation field in which training is received;
- 85% of all students will complete Driver Education and receive a license;
- 90% of enrolled students will be awarded Vocational Trades Certification;
- 50% of enrolled students will receive a G.E.D.; and
- 75% of students will increase .5 grade level in a six month period in reading, math or language skills as measured on the Tests of Adult Basic Education, or other appropriate standardized academic tests.

All information regarding student performance and programmatic issues are tracked in the JTPA Client Information System (CIS), and reviewed monthly by the Center and Houston Works (JTPA). The Center's contractual agreement with Houston Works requires performance standards that are consistent with the United States Department of Labor (DOL) performance measures for the JTPA, Title II C youth programs. Information generated from the reporting system is forwarded to the Texas Workforce Commission-Proprietary Schools and Veterans Education office for employment verification. In addition, the Center was accredited by the Southern Association of Colleges and Schools, Commission on Occupational Educational Institutions (COEI) in June 1984 and is due reaffirmation accreditation in the year 2000, by the Council on Occupational Education (COE).

(c) Timelines

Performance reports will be submitted the State Board of Education thirty (30) days after the completion of the GCTC school year, which is August 31. The due date will be September 30. Since the agency has the capacity to generate weekly, monthly, and quarterly progress reports on the

specified student outcomes, this data can be provided at more frequent intervals, as negotiated in the Charter School contract.

5. STATEMENT OF IMPACT

Gulf Coast Trades Center accepts, and agrees to continue to accept, students statewide with the number from any one school district being negligible as a proportion of these districts, since only about 450 are enrolled in an academic year.

Since 1988, the LEA (New Waverly I.S.D.) has been the conduit for state/federal funds based on the Center's ADA and programs. No local tax funds are received. The Center has determined that the only district which meets criteria for notice of possible impact is NWISD.

The Center provided a *Statement of Impact* letter to New Waverly Independent School District on December 19, 1997. The District Superintendent indicated that a response would be submitted to TEA by the deadline.

6. GEOGRAPHICAL AREA

The Center serves, and agrees to continue to serve, the entire state of Texas, accepting referrals/students from state and county youth agencies across the state. Primarily, the student population has resided in the larger urban areas (Houston, Dallas, Fort Worth, and San Antonio).

7. ENROLLMENT

Gulf Coast Trades Center agrees to continue its 26-year history of serving a hard-to-serve "at-risk" population -- adjudicated or delinquent youth from across the State of Texas. As a result, the Center agrees to not exclude a student who has a documented history of criminal offense, juvenile court adjudication, or discipline problems under TEC, Chapter 37, Subchapter A. Approximately 95% of enrollments will be adjudicated delinquents.

Almost all of the students are referred for admission to the Center by public agencies: the Texas Youth Commission (TYC), Texas Department of Protective and Regulatory Services (TDPRS), and county sub-divisions of the state, such as juvenile probation departments and judicial districts having jurisdiction over delinquency cases from over seventy (70) counties in the State.

Students have traditionally resided at the campus residential facilities at New Waverly during their enrollment. However, the Center's admissions policies would not discriminate against any person on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the youth would be otherwise attend in accordance with the Texas Education Code.

General admission policies are stated as follows. The student:

- Must be between 15.5 and 21 years of age;

- Must be willing to participate in a personal interview and campus visit;
- Must be vocationally motivated;
- Must be willing to participate in a battery of tests and assessments to determine skill functioning and competencies; and
- Must be able to demonstrate an ability to benefit from the vocational training offered.

The Center takes an active role in student recruitment using several approaches, including, staff visiting with county probation departments to review and interview potential referrals or applicants. The Center is widely known and has a well established track record for its quality of programming and program integrity in service delivery to "at-risk" youth.

Video presentations and informational brochures are update periodically to ensure a contemporary presentation of the Center's educational support services. In addition, the Center has a quarterly newsletter that is mailed to county, state, and federal officials.

8. QUALIFICATIONS OF PROFESSIONAL EMPLOYEES and TEACHING PHILOSOPHY

(a) Professional Employees

All school professional employees will be degreed and/or have vocational certification. Vocational instructors will be required to have vocational certifications, TECAT endorsements, and/or have a four year degree. The Center will make every effort to find qualified vocational instructors with degrees but reserves the right to select master level craftsmen to fill vacant positions. All new vocational employees will be expected to attain vocational certification and complete the TECAT process.

Academic instructors will also be degreed, but TEA certification will not be required. The Center will encourage academic instructors to complete the teacher certification process and continue their professional growth. The Center will employ certified personnel to teach special education and ESL classes as required by state and federal law. All charter school employees will have to submit to a criminal background check and be trained in Restraint and First Aid/CPR to fulfill the Center's licensing requirements.

All professional employees will be required to complete three hours of continuing education classes a year in their areas of expertise or related field. Continuing education courses are required under the Professional Development Appraisal System (PDAS).

Vocational and academic instructors receive 36 hours of in-service training annually, plus additional professional growth days. Staff development will be an on-going process but in the interim, staff development will concentrate on integrating core academic courses with work/project based learning theory, curriculum re-writes, grading, portfolios, and competency based strategies.

The Center will pay tuition and provide paid leave for approved continuing education for teaching staff. Master level professional personnel will be rewarded with a stipend of \$1,000.00 annually.

(b) Teaching Philosophy

The teaching philosophy is to prepare all students for success and for lifelong learning. Students are challenged to strive for excellence and to achieve at their highest potential. Reading, writing, mathematics, communicating, reasoning, problem-solving, working together, and vocational skills training are emphasized. In addition, the school's philosophy places high emphasis on inculcating a work-ethic through valuing productivity and craftsmanship. Equal emphasis is given to development of positive social attitudes and interpersonal skills. Service to the community and law abiding moral values are taught through role modeling and peer group techniques.

The teaching staff applies a multi-disciplinary approach to instruction which includes the knowledge and values of education, labor, and social work woven into an effective service matrix which is readily adaptable to the diverse needs of the targeted population. Connections between the classroom work and surrounding communities and the real world outside the classroom are clear. The content of all courses is connected to the world in which students live.

An Institutional Advisory Committee meets at least annually to review the program and suggest improvements to keep pace with changes in the workplace and society.

9. FINANCES, BUDGETING, AUDITS, PEIMS, FACILITIES, FOOD SERVICE, AND TRANSPORTATION

Gulf Coast Trades Center agrees to provide, within the parameters of the Charter School, all aspects of school support, including finances, budgeting, audits, PEIMS data collection/transmission, facility development/maintenance, food service and transportation. The Center agrees to provide all data related to school support to Texas Education Agency for inclusion in the TEA PEIMS system.

(a) Annual Budget

The Board of Trustees of GCTC reviews and adopts the total agency budget in the Spring or Summer prior to the beginning of the agency fiscal year on September 1. The Finance Committee, chaired by the Treasurer, holds a series of meetings, beginning in February, with the Support Services Manager, Finance Supervisor and the Executive Director to prepare the budget for presentation to the entire board. Department level budgets are prepared and presented to the Executive Director in preparation for a draft budget for the Finance Committee meetings. The budget development process is an on-going process but concentrated between February and June of each year.

The annual budget for the academic program shall be developed and adopted by the Board of Trustees as a part of the total agency budget. The school component budget development process occurs simultaneously with and is a component of budget development for the entire organization. The charter school budget is based in part on projected average daily attendance (ADA) and other

resources available to the organization. The initial projection will be derived from prior year history and current operational needs.

A program team consisting of the Education Director, one Board member, one vocational instructor, the Learning Resource Center Manager, other agency departments, and community leaders will meet, evaluate, prepare, and plan the Charter school budget. The team members will be responsible for their respective fields of expertise and their departments contribution to the education component. The team is charged with developing a budget that is responsive to the educational needs of the students which can be accomplished within reasonable constraints upon the budget the resources. Each member will evaluate and make recommendations that will ultimately build a sound educational component. The Education Director is the responsible person for the budget process for the charter school. The Education Director reports to the Executive Director of the agency.

The Center's fiscal department consists of: an accounting supervisor, an accounts receivable clerk, an accounts payable clerk, and a payroll clerk. The department is supported with extensive computer hardware and software. The Center utilizes the "American Fundware" accounting package, which is structured for the nonprofit agency and fund accounting. Upon approval of a Charter, all finance personnel will receive training in school finance to add to their current knowledge base. The Center does not believe additional staff will be needed to handle the added financial load generated by the Charter School.

(b) Budget Template

See Budget Attachment and Business Plan

(c) Annual Audit

The Center operates under Generally Accepted Accounting Practices (GAAP) for financial controls and administration. The Center operates a fully automated financial recording system. An annual audit is conducted by an independent CPA firm. The agency is subject to the Single Audit Act. The independent audit is presented to directly to the Board of Trustees. Quality control is also assured through periodic announced and unannounced financial audits performed by various funding agencies.

Financial and programmatic assessments and audits are conducted by external accountants representing State and County agencies with whom the Center has purchase-of-service agreements. These agencies include: the Job Training Partnership Act program, Texas Workforce Commission-Proprietary Schools and Veterans Education, Texas Department of Protective and Regulatory Services, and the Accrediting Commission of the Council on Occupational Education (COE).

Upon approval of a charter, PEIMS financial information review will be added to the duties of the CPA under an annual contract for services.

(d) PEIMS

The Center agrees to participate in the PEIMS information system as required by state statute.

The Center has a client management system. Student (client) information, including name, DOB, social security number, discipline records, GED results, ethnicity, gender, referral agency, pre-post testing scores, monthly vocational and academic progress reports, and other matters are collected routinely and used in management analysis. Client confidential information is protected consistent with all applicable laws and regulations.

An interactive data base (Paradox) is utilized to fit the needs of the agency. The Center will pursue integrating the system to comply with the PEIMS data and/ or purchase a new program and/or contract with the Educational Service Center to produce timely reports based upon negotiated agreements.

(e) Facilities

The physical facilities of the Gulf Coast Trades Center adds to the effectiveness of the program. Located in the Sam Houston National Forest, approximately 55 miles north of Houston, Texas, 4 ½ miles west of Interstate 45, the Center occupies 46.6 acres through a 30 year Use Permit with the U.S. Forest Service.

The campus consists of 31 buildings containing a total of 82,584 square feet, which include the following: administrative (9,200 sq. ft.), vocational (15, 720 sq. ft.), academic (3,300 sq. ft.), recreational (10,000 sq. ft.), warehouse (1,860 sq. ft.), eight dormitories (18,168 sq. ft.), storage (400 sq. ft.), cafeteria (6,677 sq. ft.), and the social services wing (1,914 sq. ft.). The classrooms, shops, cafeteria, and old dormitories are metallic buildings. Many of the buildings have plastered interiors for greater fire safety and control. The Center is currently in the process of removing old dormitories and replacing them with 3,600 square foot mini-dorms. Six mini-dorms were planned and three new dorms have been completed and the fourth is planned to start the Spring of 1998. In addition, educational facility improvements are in future plans for both the vocational and academic areas. Increased student population, building deterioration, student needs, and changing technology are determining factors in building on facility future needs.

The Center also operates a transitional living complex located on Interstate 45 approximately 7 miles from the main campus. The Independent Living Skills Environment (ILSE) has a water well, and a waste water treatment plant. Students are housed in six unit (7,200 sq. ft.), two students to a room, and a capacity of 48 students. The ISLE campus has a Multi-Purpose Building (3,600 sq. ft.) a Commons Building (3,600 sq. ft.) used for academic instruction, computer laboratory, cafeteria, recreation, and general assembly purposes..

All buildings have posted evacuation routes from the building to a designated safe area. Smoke detectors are located in all of the structures. Exit and emergency lights are located in all buildings. Alarms are located at various points across campus.

The Center has adequate fire extinguishers as part of its fire prevention and control plan. Also, the Center utilizes the services of the New Waverly Fire Department and the United States Forest Service for serious fire emergencies. Fire extinguishers, and automatic extinguisher systems are

checked monthly and semi-annually by a certified fire equipment company. The Center has minimum of one unscheduled fire drill per month.

The emergency procedures for natural or other disasters are outlined in the employee and student handbook.

The Center does not discriminate against the handicapped. Where possible, the Center facilities have been upgraded to accommodate the handicapped and all new construction will comply with the Americans With Disabilities Act of 1990 (ADA).

The Center's recreational facilities include: an Olympic size swimming pool, a beach volleyball court, a football field, a softball field, a recreation room (billiards, ping-pong), weight lifting room, and a gymnasium (10,000 sq. ft.).

The Center has a long-range use permit for the property and a long-range facility development plan. Legislation will be introduced in Congress to convey the title of the property on which the Center is located to GCTC. The long-range capital facilities plan will be accelerated upon receiving a deed. The long-range facility plan includes plans to renovate and improve or to replace classroom and shop space over several years.

GCTC is responsible to several federal and state regulatory agencies. The regulatory obligations include safety, fire, sanitation, food preparation, potable water, waste water, health, and environmental standards. Many of the regulatory standards are an integral part of agency's contractual agreements and licensing requirements.

(f) Transportation

The Center shall not provide transportation services for students to attend the open-enrollment Charter school. The Center has adequate transportation for student learning experiences once they are enrolled. A fleet of vans and buses will be utilized to transport students to work sites and educational activities. The Center will abide by the state and federal laws requiring transportation services for special education students, as specified and documented in the student's Individual Educational Plan (IEP).

(g) Food Service

The Center has participated in the United States Department of Agriculture (USDA) National School Lunch Program for over twenty years.

The Center as a licensed residential group care facility with the Texas Department of Protective and Regulatory Services (TDPRS) provides breakfast, lunch, and dinner to all of its students. All students at the Center are eligible as family of one and thereby qualify for free/reduced breakfast and lunches.

ATTACHMENTS

Budget

List of Funding Sources and Donors

Documentation of Submission of Statement of Impact to Affected School District

Copy of Use Permit with Property Owner

Copy of IRS Letter of Determination

Copy of Most Recent Tax Return

Organizational Chart

List of Board Members and Officers

List of Advisory Committee Members

Letters of Support

Student Satisfaction Survey Instrument

Facility Map

Business Plan

BUDGET

Budget Worksheet for Charter Schools

Overview	Object Code	Total
Net Assets at Beginning of Year		
Estimated Revenues:		
Local Sources		
State Sources	<u>720,000</u>	
Federal Sources	<u>90,000</u>	
Other Sources	<u>591,415</u>	
Total Estimated Revenues		<u>1,401,415</u>
Estimated Expenses:		
Payroll Costs	6500 <u>1,085,600</u>	
Professional and Contracted Services	6200 <u>45,500</u>	
Supplies and Materials	6300 <u>235,107</u>	
Other Operating Costs	6400 <u>33,053</u>	
Debt Expense	6500 _____	
Total Estimated Expenses		<u>1,399,260</u>
Gains	7950 _____	
Losses	8950 _____	
Change in Net Assets		_____
Net Assets at End of Year		<u>2,155</u>

Charter School Budget Categories Expenses

	Function Code	Object Code	Total
Instruction:	11		
Payroll Costs	6100	<u>664,700</u>	
Professional and Contracted Services	6200	<u>30,500</u>	
Supplies and Materials	6300	<u>40,000</u>	
Other Operating Costs	6400	<u>11,000</u>	
Debt Expense	6500		<u>746,200</u>
Total Instruction			
Instructional Resources and Media Services:	12		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u>6,000</u>	
Supplies and Materials	6300	<u>43,549</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Instructional Resources and Media Services			<u>49,549</u>
Curriculum Development and Instructional Staff Development:	13		
Payroll Costs	6100	<u> </u>	
Professional and Contracted Services	6200	<u>6,000</u>	
Supplies and Materials	6300	<u>200</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Curriculum Development and Instructional Staff Development			<u>6,200</u>
Instructional Leadership:	21		
Payroll Costs	6100	<u>23,000</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u>2,053</u>	
Other Operating Costs	6400	<u>2,053</u>	
Debt Expense	6500	<u> </u>	

Total Instructional Leadership 27,106

School Leadership: 23

Payroll Costs 6100 28,750

Professional and Contracted Services 6200

Supplies and Materials 6300 3,500

Other Operating Costs 6400

Debt Expense 6500

Total School Leadership 32,250

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Guidance, Counseling and Evaluation Services:	31		
Payroll Costs	6100	<u>28,750</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 200</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Guidance, Counseling and Evaluation Services			<u>28,950</u>
Social Work Services: (Optional)	32		
Payroll Costs	6100	<u>46,000</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 8,540</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Social Work Services			<u>54,540</u>
Health Services:	33		
Payroll Costs	6100	<u>28,750</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 1,000</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	
Total Health Services			<u>29,750</u>
Student Transportation: (Optional)	34		
Payroll Costs	6100	<u>20,700</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u>10,000</u>	
Other Operating Costs	6400	<u> </u>	
Debt Expense	6500	<u> </u>	

025

21

Total Student Transportation

30,700

Food Services: (Optional)

35

Payroll Costs

6100

28,750

**Professional and Contracted
Services**

6200

Supplies and Materials

6300

52,788

Other Operating Costs

6400

Debt Expense

6500

Total Food Services

81,538

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Co-curricular/Extracurricular Activities: (Optional)	36		
Payroll Costs		6100	_____
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	5,000
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Co-curricular/Extracurricular Activities			<u>5,000</u>
General Administration	41		
Payroll Costs		6100	106,950
Professional and Contracted Services		6200	3,000
Supplies and Materials		6300	20,000
Other Operating Costs		6400	15,000
Debt Expense		6500	_____
Total General Administration			<u>144,950</u>
Plant Maintenance and Operations:	51		
Payroll Costs		6100	23,000
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	33,180
Other Operating Costs		6400	_____
Debt Expense		6500	_____
Total Plant Maintenance and Operations			<u>56,180</u>
Security and Monitoring Services: (Optional)	52		
Payroll Costs		6100	_____
Professional and Contracted Services		6200	_____
Supplies and Materials		6300	_____
Other Operating Costs		6400	_____

027

Debt Expense	6500	<u> </u>	
Total Security and Monitoring Services			<u> </u>
Data Processing Services:	53		
Payroll Costs	6100	<u> 86,250</u>	
Professional and Contracted Services	6200	<u> </u>	
Supplies and Materials	6300	<u> 15,097</u>	
Other Operating Costs	6400	<u> 5,000</u>	
Debt Expense	6500	<u> </u>	
Total Data Processing Services			<u> 106,347</u>

Charter School Budget Categories (Continued)

	Function Code	Object Code	Total
Community Services: (Optional)	61		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Community Services			_____
Fund Raising: (Optional)	81		
Payroll Costs		6100 _____	
Professional and Contracted Services		6200 _____	
Supplies and Materials		6300 _____	
Other Operating Costs		6400 _____	
Debt Expense		6500 _____	
Total Fund Raising			_____
TOTAL EXPENSES (All Functions)			_____

LIST OF FUNDING SOURCES AND DONORS

FUNDING SOURCES

PUBLIC

Federal Financial Assistance:

Houston Works -JTPA (Job Training Partnership Act)

National School Lunch Program (USDA)

U.S. Department of Labor

State/County/City:

Residential Room & Board

Parole Services (TYC)

Buda Crisis Shelter (TYC)

Texas Department of Housing and Community Affairs

City of Houston "Anti-Gang"

City of Houston/Child Care Council/Juvenile Delinquency Prevention

PRIVATE FOUNDATION DONORS

Rapoport Foundation

Cris Cole Foundation

Houston Endowment Inc.

The Meadows Foundation

Rockwell Fund, Inc.

Other (Board Members, Staff, Private Individuals)

**DOCUMENTATION OF SUBMISSION OF
STATEMENT OF IMPACT
TO
AFFECTED SCHOOL DISTRICT**



GULF COAST TRADES CENTER

"Preparing adjudicated youth for life through education and vocational training."

P.O. Box 515 New Waverly, Texas 77358

Thomas M. Buzbee
Executive Director

December 16, 1997

Mr. Alvin Davis, Superintendent
Mr. Alton Adams, School Board President
New Waverly Independent School District
P.O. Box 38
New Waverly, Texas 77358

Dear Mr. Davis and Mr. Adams:

This is to inform you that Gulf Coast Trades Center intends to submit an application to the State Board of Education for consideration for approval of an open-enrollment charter school. As part of the application process, entities applying for approval are required to notify any districts that are likely to be affected by the establishment or amendment of an open-enrollment charter school.

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form must be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Document Control Center, Room 6-108, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later than January 15, 1998, for the information to be considered by the State Board of Education.

It is requested that you review the enclosed application, complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools, please contact Brooks Flemister in the Office of Charter Schools at (512)463-9575. If you have questions about the enclosed application for approval of an open-enrollment charter school affecting your school district, please contact me.

Sincerely,

Thomas M. Buzbee
Executive Director

TMB/bm
Enclosure



Accredited by Council on Occupational Education

033

COPY OF USE PERMIT WITH PROPERTY OWNER



United States
Department of
Agriculture

Forest
Service
in Texas

National Forests
and Grasslands

701 N. 1st Street
Lufkin, TX 75901
409-639-8501

File Code: 2720

Date: February 20, 1996

Thomas M. Duzbee
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Dear Mr. Buzbee:

Here is our copy of Amendment #9 to your Special Use Permit dated 12/3/87. As discussed with Bill Floyd and the District Office, this amendment will extend the termination date for 30 years henceforth. Please date, sign and return this amendment to our office. We will send you the original approved amendment for your records once we receive our signed copy from you.

Please don't hesitate to call if you have questions.

Sincerely,

RUBEN NATERA

Team Leader

Heritage, Recreation,
Lands & Engineering

Enclosure

035



Caring for the Land and Serving People



U.S. DEPARTMENT OF AGRICULTURE Forest Service AMENDMENT FOR SPECIAL-USE PERMIT Sec. 7 of the G-T Act of April 24, 1950 and the Act of March 4, 1915	Holder No.	Type Site	Authority	
	4 0 2 2-0 2	4 3 2	1 2 1	7 1 2
	Issue Date	Expir. Date	Region	
- / - / - -	1 2/3 1/2 6	0 8		
Forest	District	State	County	
1 3	0 4	4 8	4 7 1	

AMENDMENT NUMBER 9

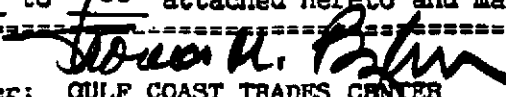
This Amendment is attached to and made a part of the term special-use permit for a an education center issued to Gulf Coast Trades Center on 12/03/87 which is hereby amended as follows:

To revise clause #38 as follows to extend the term of this permit:

38. Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 2026, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than six months prior to said date that such new authorization is desired.

All other previous clauses are to remain in effect.

This Amendment is accepted subject to the conditions set forth herein, and to conditions --- to --- attached hereto and made a part of this Amendment.


 Holder: GULF COAST TRADES CENTER Authorized Officer: RONALD E. BERTSCH
 Title: EXECUTIVE DIRECTOR Title: Acting Forest Supervisor
 Date: 2/22/96 Date: _____

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

COPY OF IRS LETTER OF DETERMINATION



Internal Revenue Service

March 29, 1973
AUS:EO:73-549

A:FA:EO:GRK:ja
(CORRECTED)

Gulf Coast Trades Center
Box 515
New Waverly, Texas 77358

Accounting Period Ending: August 31

Gentlemen:

We have considered your application for exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

The information furnished shows that you were formed on June 29, 1971. Your stated purposes are educational, and particularly to conduct, encourage and promote educational and vocational undertaking; and in connection therewith to conduct and operate a school for the instruction and training of students and trainees in academic and vocational education and training. With respect to your admissions policy, you state that the school does not discriminate against any applicant because of race, color, creed or national origin.

We understand from the information submitted by you that your racially non-discriminatory admissions policy has been publicized in such a manner as to be known to all segments of your community. We have no objection to your release of this letter to your local news media and suggest that this would be confirmatory of your desire to make your admissions policy known to all who may be interested.

Based on the information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to the District Director, Austin, Texas, which is your key district for exempt organizational matters, so we may consider the effect of the change upon your exempt status. You must also report any change in your name and address.

Gulf Coast Trades Center

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

You are required to file the annual return, Form 990, on or before the 15th day of the fifth month following the end of your accounting period. Failure to file the Form 990 by this date may subject you to a penalty of \$10 for each day during which such failure continues, up to a maximum of \$5,000.

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

You are liable for social security (FICA) taxes only if you have filed a Waiver of Exemption Certificate as provided in the Federal Insurance Contributions Act. You are not liable for Federal unemployment taxes.

Donors may deduct contributions to you as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

This is a determination letter.

Sincerely,


R. S. Rosfeld
Acting District Director

COPY OF MOST RECENT TAX RETURN

990 FORM

PAGE 41 - 55 = 15 PAGES

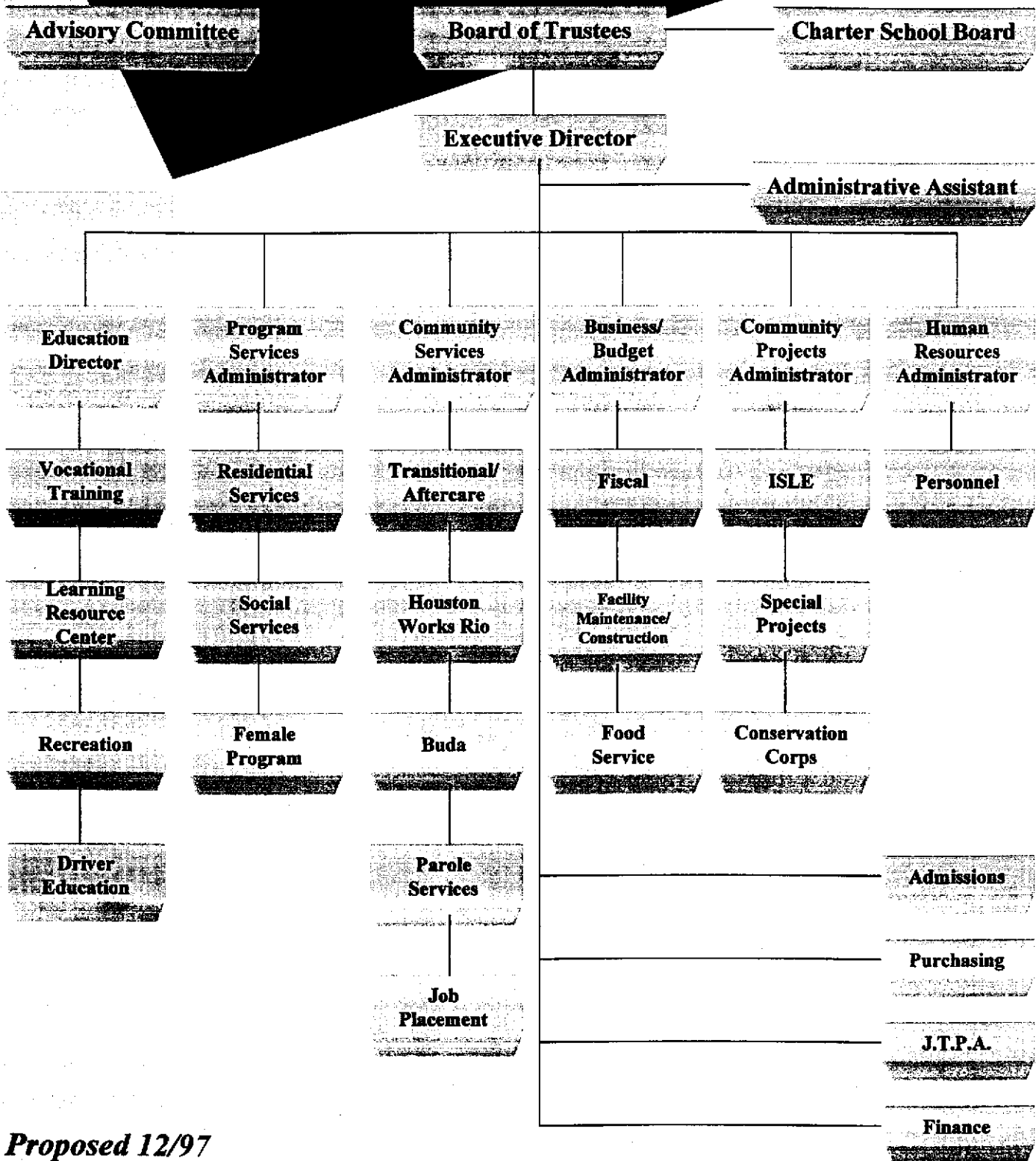
UNDER SECTION 6103 & 6104 OF U.S. CODE
TITLE 26

15 PAGES HAVE BEEN WITHHELD

ORGANIZATIONAL CHART

Gulf Coast Trades Center

Proposed Organizational Chart



Proposed 12/97

LIST OF BOARD MEMBERS AND OFFICERS

GULF COAST TRADES CENTER
BOARD OF TRUSTEES

NEW WAVERLY OFFICE (888) 833-GULF (4853)
(409) 344-6677 OR 344-6680
E-MAIL: PAPER@TCAC.COM
P.O. Box 515
NEW WAVERLY, TEXAS 77358

MARY NOVARK (F/CAUC)(BILLY)
P.O. Box 1072
HUNTSVILLE, TEXAS 77342
(409) 344-6715 (HOME)
(409) 291-6754 (WORK)

MS. MARILU BALLOW (F/CAUC)
5521 MELANITE
HOUSTON, TEXAS 77053
(713) 762-7192 (PAGER)
(713) 512-4100 (OFFICE)
(713) 741-8775 (FAX)
(713) 438-7183 (HOME)

MR. ANDREW MARTINEZ (M/HISP)(ILA)
62 RYANS FERRY ROAD
HUNTSVILLE, TEXAS 77340
(409) 295-7817 (HOME)

MR. MORRIS BROOKS (M/CAUC)(CATHERINE)
11843 LOCHWOOD
DALLAS, TEXAS 75218-1815
(214) 348-5177 (HOME)
E-MAIL - [REDACTED]

MR. ALBERT MORIN (M/CAUC)(DIANE)
1910 KANE
HOUSTON, TEXAS 77007
(713) 862-7526 (HOME)
(713) 222-1924 (WORK)
(713) 222-7308 (FAX)

MR. TOM CHAMBERS (M/CAUC)(JULIE)
164 ELKINS LAKE
HUNTSVILLE, TEXAS 77340
(409) 295-7949 (HOME)

MR. WILBUR MOORE (M/CAUC)(CHARLENE)
412 ELKINS LAKE DRIVE
HUNTSVILLE, TEXAS 77340
(409) 291-6466 (HOME)

MR. ALFRED C. GARCIA (M/HISP)(ROSALINDA)
11614 SAGEWIND DRIVE
HOUSTON, TEXAS 77089
(713) 481-1277 (HOME)

MR. WILLIAM R. POWELL (M/AF-AM)(DORIS)
ROUTE 5 Box 518
HUNTSVILLE, TEXAS 77340
(409) 291-9143 (HOME)

MRS. LOIS HAM (F/CAUC)(GARLAND)
ROUTE 1, Box 179-H
RHOME, TEXAS 76078
(817) 489-2374 (HOME)

MR. CECIL WILLIAMS (M/AF-AM)(BERNICE)
P.O. Box 553
HUNTSVILLE, TEXAS 77342
(409) 295-1543 (HOME)

MRS. CARRO HINDERSTEIN (F/CAUC)(BARRY)
8739 LINK TERRACE
HOUSTON, TEXAS 77025-3501
(713) 669-0689 (HOME-UNLISTED)
(713) 990-1456 (WORK)
(713) 669-1456 (FAX)
E-MAIL - BHINDERS@SITE.DB.UITH.TMC.EDU

MR. STEVEN E. WILLIAMS (M/CAUC)(POLLY)
1740 ACORN LANE
HURST, TEXAS 76054
(817) 282-1623 (HOME)

MR. NAT WELLS (M/CAUC)(LOUISE)
7525 FISHER ROAD
DALLAS, TEXAS 75214
(214) 827-4760

LIST OF ADVISORY COMMITTEE MEMBERS

GULF COAST TRADES CENTER
INSTITUTIONAL ADVISORY COMMITTEE

P.O. BOX 515
NEW WAVERLY, TEXAS 77358
(409) 344-6677
(888) 833-GULF (4853)
E-MAIL - [REDACTED]

MR. JAMES BENNETT(M/CAUC)(SALLY)
732 PARKHURST DRIVE
DALLAS, TEXAS 75218
(214) 324-1651 (HOME)
(214) 324-7126 (FAX)
E-MAIL - [REDACTED]

MR. JOHN A. COCOROS (M/CAUC)(ADA)
221 ROYAL OAKS
HUNTSVILLE, TEXAS 77340
(409) 295-7730 (HOME)

MRS. RUTH ELLINGER (F/CAUC)(WALLY)
2905 RICHARD LANE
AUSTIN, TEXAS 78703
(512) 472-0915 (HOME)

MR. WALLY ELLINGER (M/CAUC)(RUTH)
2905 RICHARD LANE
AUSTIN, TEXAS 78703
(512) 472-0915 (HOME)

MR. JIM GILMORE
726 ELKINS LAKE
HUNTSVILLE, TEXAS 77340
(409) 294-0734

MR. ANGEL TAYLOR
7310 STAFFORDSHIRE APT. 4
HOUSTON, TEXAS 77030
(713) 794-9160 (HOME)
(713) 795-4127 (WORK)
(713) 794-9456 (FAX)

MRS. PEGGY SMITH (F/CAUC)(BOB)
P.O. BOX 602
MONTGOMERY, TEXAS 77356
(409) 582-1507 (HOME)
(409) 856-7054 (WORK)

MR. KENNETH TARPEY (M/CAUC)(SUSAN)
DATA SCAN TECHNOLOGY
2211 NORFOLK SUITE 614
HOUSTON, TEXAS 77098
(409) 295-8475 (HOME)
(713) 524-7226 (WORK)
E-MAIL - [REDACTED]

MRS. JACQUE THORNTON (F/CAUC)(HOWARD)
19 HOLLEMAN RANCH
HUNTSVILLE, TEXAS 77340
(409) 291-6939 (HOME)
(409) 344-6691 (WORK)

MR. ROBERT TAYLOR (M/CAUC)
6401 DEIHL, APT 306
HOUSTON, TEXAS 77092
(713) 680-2635 (HOME)

MRS. BERNICE WILLIAMS (F/AF-AM)(CECIL)
P.O. BOX 553
HUNTSVILLE, TEXAS 77342
(409) 295-1543 (HOME)

GENERAL COUNSEL EMERITAS:
MR. OTTO MULLINAX (M/CAUC)(ERNESTINE)
11806 CHESWICK
DALLAS, TEXAS 75218
(214) 348-6797 (HOME)

LETTERS OF SUPPORT

State Representative
DAN KUBIAK
District 13



P.O. Box 2910
Austin, Texas 78768-2910
(512) 463-0600
Fax (512) 463-7969
Austin County
Brazos County (part)
Burleson County

Texas House of Representatives

December 19, 1997

223 Ackerman Street
Rockdale, Texas 76567
(512) 446-2850

Milam County
Lee County
Washington County

Thomas M. Buzbee, Executive director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

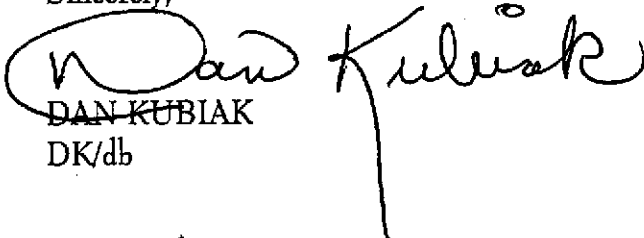
This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admission Charter School from the Texas Education Agency.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by youth you serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency, but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

Please keep us informed on the status of your application. If I can be of further support, please let me know.

Sincerely,


DAN KUBIAK
DK/db

063

REPRESENTATIVE
Allen Hightower



COMMITTEES
CORRECTIONS, CHAIRMAN
STATE RECREATIONAL RESOURCES
REDISTRICTING

P.O. BOX 2910
AUSTIN, TEXAS 78768-2910
(512) 483-0570

The State of Texas
House of Representatives
Austin, Texas

920 15TH STREET
HUNTSVILLE, TEXAS 77340
(409) 291-8441

December 23, 1997

Thomas M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

I am pleased to be able to strongly support your application for a Charter School since I believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the youth you serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency, but also a marketable skill that is in demand. I also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

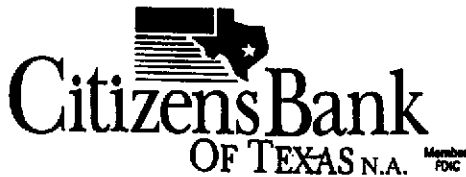
Please keep me informed of the status of your application. If I can be of further support, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Hightower".

Allen Hightower
State Representative
District 18

AH/jm



December 18, 1997

Thomas M. Buzbee, Executive Director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by youth you serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency, but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

Please keep us informed of the status of your application. If I can be of further support please let me know.

Sincerely,



Roger D. Lawrence
President and CEO

P.O. Box 128 • New Waverly, TX 77358 • 409/344-6691 Fax 409/344-2906

P.O. Box 1685 • Huntsville, TX 77342-1685 • 409/291-3232 Fax 409/291-2528

P.O. Box 9937 • The Woodlands, TX 77387-6937 • 281/292-6691 Metro 281/364-6691 Fax 281/298-5813

065

CITY OF NEW WAVERLY
DAN UNDERWOOD, MAYOR

MEMBERS OF COUNCIL

Gene Bartee
Barbara Falk
Bernard J. Klawinsky
Vincent Paulsel
Anthony Zabava

CITY INFORMATION

City Hall - 200 Gibbs Street
Post Office Box 753
New Waverly, TX 77358-0753
Telephone (409) 344-6621
(409) 344-2284

December 18, 1997

Thomas M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by youth you serve.

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Please keep us informed on the status of your application. If I can be of further support please let me know.

Sincerely,



Mayor
Title

066

JOHN JAMES PASKET



JP #4, WALKER COUNTY, TEXAS

December 17, 1997

Mr. Thomas M. Buzbee
Executive Director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee,

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your program. You will have the autonomy to continue to provide the most appropriate education and other services needed by youth you serve.

In many ways you offer an opportunity for another chance for youth that might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency, but also a marketable school that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that are associated with your community learning experiences.

Please keep us informed on the status of your application. If I can be of further support please me know.

Sincerely,

A handwritten signature in black ink that reads "John J. Pasket". The signature is fluid and cursive, with a large loop at the beginning and end.

John J. Pasket
Justice of the Peace
Pct. 4, Walker County, Texas

JJP:jn



P. O. BOX 332 NEW WAVERLY, TEXAS 77358 409/344-6119

067

December 18, 1997

Thomas M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:


This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by youth you serve.

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Please keep us informed on the status of your application. If I can be of further support please let me know.

Sincerely,


Executive Director
Title Huntsville-Walker
County Chamber of
Commerce

STEVE ROBINSON
Executive Director

SANDY BURNAM
Deputy Executive Director



TEXAS YOUTH COMMISSION

4900 North Lamar
P.O. Box 4260 • Austin, Texas 78765
(512) 424-6000 (Voice)
(512) 424-6089 (Fax)
1-800-RELAY-TX (TDD)

COMMISSION MEMBERS

LEONARD E. LAWRENCE, M.D.
Chairman
San Antonio

EDNA TAMAYO
Vice-Chair
Harlingen

PETE C. ALFARO
Baytown

CHARLES HENRY
Pampa

JOHN W. ODAM
Houston

LISA SAEMANN TESCHNER
Dallas

December 15, 1997

T.M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Dear Mr. Buzbee:

I am sending this letter in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Agency.

The Texas Youth Commission has referred adjudicated youth to GCTC for over twenty-five years. The fact that each year we refer approximately 160 students for admission indicates the high esteem we have for your academic, vocation, job placement, and post-graduation community supervision of youth committed to our agency from throughout the State of Texas. It is our intent to continue to refer students at this level over the foreseeable future.

The reason we refer more youth to GCTC than to other contract agencies is because of the excellent results you have achieved, based on several independent studies and our own internal monitoring of our residential contract providers. We know that the excellent outcomes you have are a direct result of the quality and practical nature of your educational programs and supportive services to our youth.

Many of the parents and legal guardians of the youth who have completed their education at GCTC have told us that your school has been the major source of influence in turning around their sons and daughters from delinquent behavior to positive adult lives.

369

T.M. Buzbee
December 15, 1997
Page 2

If I can be of further assistance in support of your application, please feel free to call me. I am available to answer any questions that the Texas Education Agency might have concerning your application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve", written in black ink.

Steve Robinson
Executive Director



NUECES COUNTY JUVENILE PROBATION DEPARTMENT
2310 GOLLIHAR
CORPUS CHRISTI, TEXAS 78415
512-855-7303

December 15, 1997

T.M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 7358

Re: Support of GCTC Application for Open Admission Charter School

Dear M. Buzbee:

This letter is being sent in support of the application of Gulf Coast Center for an Open Admission Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to GCTC for education, care and services for many years. Due to the excellent results that we have observed it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

071

T.M. Buzbee, Executive Director
December 15, 1997
Page 2

Please keep us informed on the status of your application. If our organization can be further support please let us know.

Sincerely,



Steven L. Schwerin
Chief Juvenile Probation Officer



NUECES COUNTY JUVENILE PROBATION DEPARTMENT
2310 GOLLIHAR
CORPUS CHRISTI, TEXAS 78415
512-855-7303

December 16, 1997

T. M. Buzbee, Executive Director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, Texas 77358

RE: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

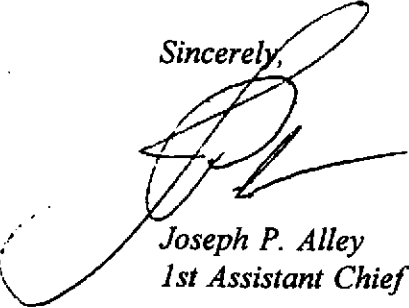
It gives me great pleasure to send this letter in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

The Nueces County Juvenile Department has referred adjudicated youth to GCTC for education, care and services for many years, have had excellent results and intend to continue to refer youth over the next several years.

We are pleased to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

Please let us know if we can do anything else to support your applications.

Sincerely,



Joseph P. Alley
1st Assistant Chief



FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

122 Golfview Drive, Richmond, Texas 77469

(281) 341-3800

FAX: (281) 341-3845 - Admn.

(281) 341-3844 - Probation-

(281) 341-3843 - Intake

Director

Chief Juvenile Probation Officer

Dennis A. McAfee

December 16, 1997

T. M. Buzbee, Executive Director

Gulf Coast Trades Center

P. O. Box 515

New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to GCTC for education, care and services over the past ten (10) to fifteen (15) years. Due to the excellent results that we have observed it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

Please keep us informed on the status of your application. If our organization can be of further support please let us know.

Sincerely,

Dennis A. McAfee

Director

Chief Juvenile Probation Officer

DAM/jj

JUVENILE BOARD

HON. LARRY WAGENBACH

Chairman

HON. WALTER S. McMEANS

HON. SUSAN G. LOWERY

HON. THOMAS R. CULVER, III

HON. BRADY G. ELLIOTT

HON. THOMAS O. STANSBURY

HON. MICHAEL D. ROZELL

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT

James M. Martin, Jr., Chief

215 Franklin Street
Beaumont, Texas
(409) 835-8490

P. O. Box 848
Beaumont, Texas 77704
(409) 835-8490
Fax (409) 839-2325

900 Fourth St.
Port Arthur, Texas
(409) 983-8370

December 17, 1997

T. M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, TX 77358

RE: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

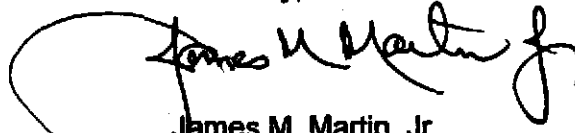
Our agency has referred adjudicated youth to GCTC for education, care, and services for over twenty years. Due to the excellent results that we have observed, it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

In many ways, you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experiences.

Please keep us informed on the status of your application. If our organization can be of further support, please let us know.

Sincerely,



James M. Martin, Jr.
Chief Juvenile Probation Officer

JMM:jb

075



**36TH JUDICIAL DISTRICT PROBATION UNIT
JUVENILE PROBATION SERVICES**

P. O. BOX 1122
SINTON, TEXAS 78387

COUNTIES:
Aransas
Bee
Live Oak
McMullen
San Patricio

ORLANDO TORRES
Director

December 16, 1997

T.M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

RE: Support of GCTC Application for Open
Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to GCTC for education, care and services for over 20 years. Due to the excellent results that we have observed it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

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Please keep us informed on the status of your application. If our organization can be of further support please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Orlando Torres".

Orlando Torres
Director of Juvenile Services
(512) 364-6125

OT:ao

076



**BRAZORIA COUNTY
JUVENILE PROBATION DEPARTMENT**

1804 COUNTY ROAD 171
ANGLETON, TEXAS 77515
Telephone (409) 849-5711, Ext. 1210
Houston (713) 331-6101

December 16, 1997

T. M. Buzbee, Executive Director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, Texas 77358

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to GCTC for education, care and services for over twenty-five years. Due to the excellent results that we have observed it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

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Please keep us informed on the status of your application. If our organization can be of further support please let us know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred V. Williamson".

Fred V. Williamson
Chief Juvenile Probation Officer
Brazoria County, Texas

FVW:dg

077



JUVENILE JUSTICE DEPARTMENT

County of Galveston

(PROBATION and DETENTION SERVICES)

December 18, 1997

T. M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

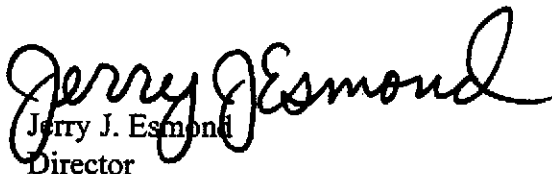
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We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have to autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

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Please keep us informed on the status of your application. If our organization can be of further support please let us know.

Sincerely,


Jerry J. Esmond
Director

078



**HARRIS COUNTY
JUVENILE PROBATION DEPARTMENT**

ELMER BAILEY, JR.
Executive Director
Chief Juvenile Probation Officer

3540 WEST DALLAS * HOUSTON, TEXAS 77019-1796 * (713) 512-4000

December 16, 1997

Mr. T. M. Buzbee
Executive Director
Gulf Coast Trades Center
P. O. Box 515
New Waverly, TX 77358

RE: Support of GCTC Application for
Open Admission Charter School

Dear Mr. Buzbee,

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admission Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to Gulf Coast for education, care, and services for over twenty-five years. Due to the excellent results that we have observed, it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

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Please keep us informed on the status of your application. If our organization can be of further support, please let us know.

Sincerely,


Elmer Bailey, Jr.
Executive Director

EB:mw

079

HIDALGO COUNTY JUVENILE CENTER

Juvenile Probation Department
Juvenile Detention Facility
3100 S. Hwy. 281 • P.O. Box 267
Edinburg, Texas 78540-0267
(956) 381-8600 Fax (956) 383-4280



Israel "Buddy" Silva
Director
Chief Juvenile Probation Officer

December 16, 1997

T.M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

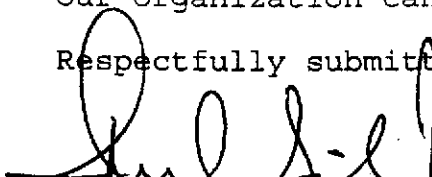
In the past, our agency has referred adjudicated youth to GCTC for education, care and services. Due to the excellent results that we have observed it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

In many ways you offer an opportunity for another chance for youth who might otherwise continue to be delinquent and drop out of school without achieving the skills needed to contribute to society. Your practical approach to education assures that students will not only leave with a high school equivalency but also a marketable skill that is in demand. We also appreciate the values imparted and positive changes in attitudes toward other persons that is associated with your community learning experience.

Please keep u informed on the status of your application. If our organization can be of further support, please let us know.

Respectfully submitted,


Israel "Buddy" Silva, Chief
JUVENILE PROBATION DEPARTMENT
HIDALGO COUNTY, TEXAS

080

- JUVENILE BOARD MEMBERS -

MARIO E. RAMIREZ, Overseer
332nd District Court

EDWARD G. APARICIO
92nd District Court

FERNANDO G. MANCIAS
93rd District Court

LETICIA HINOJOSA
139th District Court

RENATO CUELLAR
County Judge

JOE B. EVINS
206th District Court

JUAN R. PARTIDA
275th District Court

NOE GONZALEZ
370th District Court



**EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT**

Philip R. Martinez
Judge
327TH Judicial District Court

Sam Medrano, Jr.
Juvenile Court Referee

6400 Delta Drive
El Paso, Texas 79905
Telephone (915) 772-2133
FAX (915) 775-4777

Samuel F. Santana
Chief
Juvenile Probation Officer

Hector Zamora, Jr.
Assistant Chief
Juvenile Probation Officer

December 18, 1997

T.M. Buzbee, Executive Director
Gulf Coast Trades Center
P.O. Box 515
New Waverly, Texas 77358

Re: Support of GCTC Application for Open Admission Charter School

Dear Mr. Buzbee:

This letter is being sent in support of the application of Gulf Coast Trades Center for an Open Admissions Charter School from the Texas Education Commission.

Our agency has referred adjudicated youth to GCTC for education, care and services for over ten years.

We have had excellent results and it is our intent to continue to refer youth over the next several years.

We are pleased to be able to strongly support your application for a Charter School since we believe that this will assure you of a continuing base of financial support for your excellent program and assure that you will have the autonomy to continue to provide the most appropriate education and other services needed by the kinds of youth that we jointly serve.

Please keep us informed on the status of your application. If our organization can be of further support please let us know.

Sincerely,

**Samuel F. Santana, Chief
Juvenile Probation Officer**

SFS/meh

STUDENT SATISFACTION SURVEY INSTRUMENT

GULF COAST TRADES CENTER

DISCHARGE INFORMATION

Students discharged from Gulf Coast Trades Center (GCTC) are expected to begin their job search as soon as they return to their home. The job search must be trade related. Each student was to begin job hunting while on furloughs, if you have not done so, it will be imperative that you do so immediately upon returning to your community. Failure to do so will result in negative reports from GCTC job developer to the student's probation/ parole officer which may result in the changing of probation/parole guidelines. Upon reading this agreement, the student will understand that he/she should not wait for a job developer to contact them. The excuse of "I was told to wait on my job developer" will not be accepted. The student will not be officially discharged from the program until work with the job developer is completed.

The staff at GULF COAST TRADES CENTER hope that you were able to benefit from our program. We sincerely hope that each and every student will take advantage of the skills they obtained and will benefit from their experiences at Gulf Coast Trades Center.

Remember, your future is up to you and only you.

Student's Signature

Date

GULF COAST TRADES CENTER

EXIT INTERVIEW

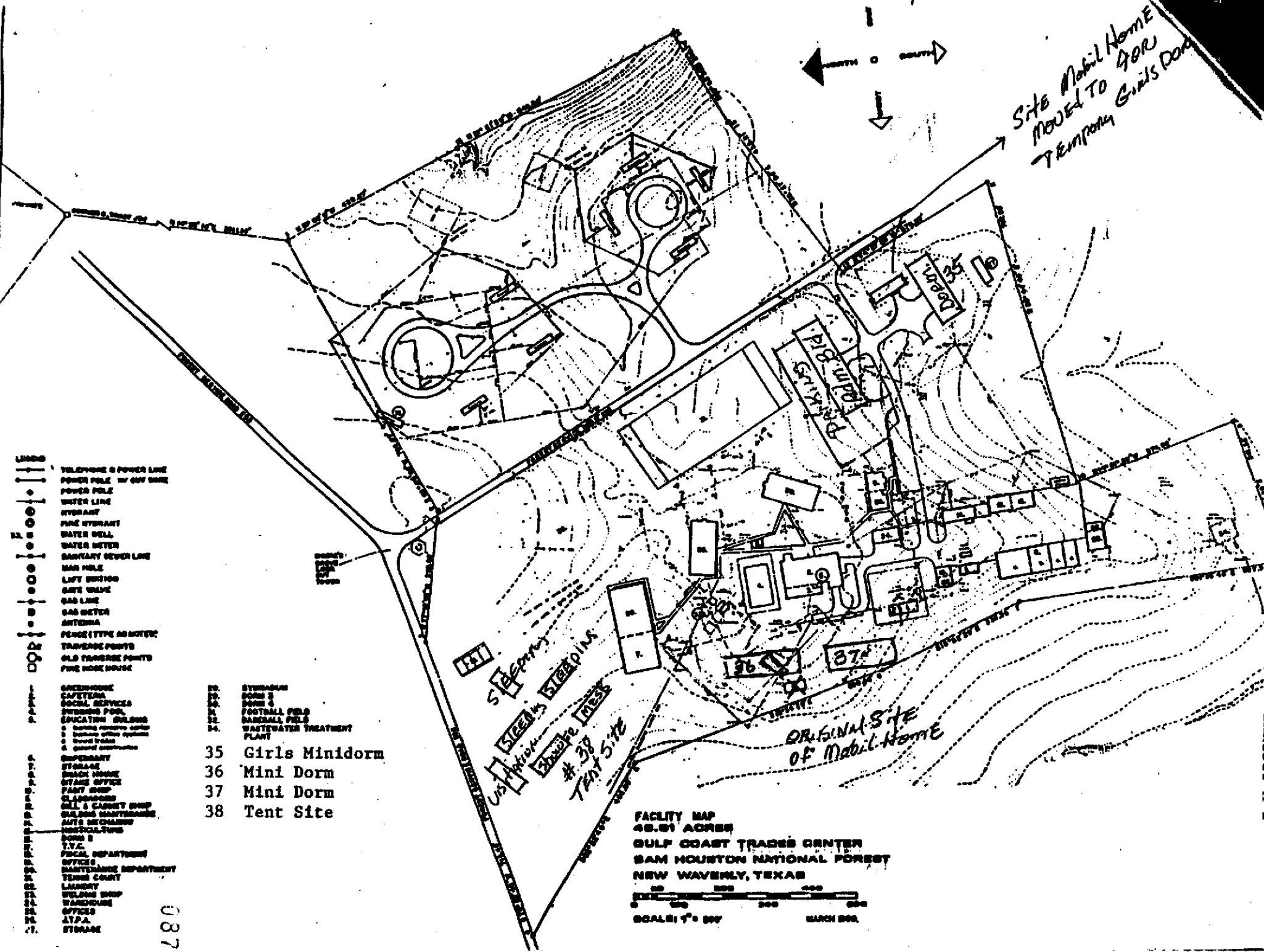
Strongly Disagree Disagree No Opinion Agree Strongly Agree
 1 2 3 4 5

	1	2	3	4	5
TRADES :					
The Trades classes prepared me for work.					
The Trades teachers helped me learn things for a job.					
The Trades teachers helped me adjust to the program at GCTC.					
My Trades teacher knew his/her trade well.					
The Trade classes were well equipped.					
SOCIAL SERVICES:					
I was scheduled to meet with my social services staff at least one time per week.					
I participated in my monthly ICP staffing's..					
My social worker encouraged my family to participate in my goal setting and attainment.					
My social service staff began discharge planning by my third month.					
RESIDENTIAL :					
I participated in recreational activity one hour per day.					
Participating in recreation helped me to relax.					
Participating in recreation helped me to learn teamwork.					
Participating in recreation helped me to build trust in others.					
I participated in positive peer culture one hour per day.					
Group work was helpful.					
DRUG COUNSELING :					
I benefited from drug counseling - MAC / Dealers choice.					
I participated in weekly drug counseling.					
MEDICAL :					

	1	2	3	4	5
My medical and psychological needs were met.					
Medical services were available.					
LRC :					
The LRC helped me increase my academic performance.					
The LRC staff were helpful to me.					
The GED classes were helpful to me.					
The Life Skills classes will help me in my home environment.					
The Employability Classes helped me prepare for the world of work.					
The Pre-Release classes helped me better prepare myself for release.					
The computer lab was beneficial to my academic performance.					
ISLE :					
The ISLE Caseworker was helpful.					
I am able to work more cooperatively with peers and supervisors.					
The Independent Living Skills classes were helpful.					
The work experience job let me use the skills I learned in Trade classes.					
The Supervisor on my job cared about me as a person.					
OVERVIEW :					
GCTC helped me learn a trade ?					
I know what is expected of me when I get home.					
I understand what a job developer role will be regarding me.					
GULF COAST TRADES CENTER has been a good influence on me.					

Please explain any 1 or 2's below:
****COMMENTS:** _____

FACILITY MAP



SITE Mobil Home
MOVED TO 400
Temporary
Girls Dorm

ORIGINAL SITE
of Mobil Home

- LINE**
- TELEPHONE & POWER LINE
 - POWER POLE OR GUY WIRE
 - POWER POLE
 - WATER LINE
 - HYDRANT
 - FINE HYDRANT
 - WATER WELL
 - WATER METER
 - SANITARY SEWER LINE
 - MAN HOLE
 - LIFT STATION
 - GATE VALVE
 - GAS LINE
 - GAS METER
 - ANTENNA
 - FENCE (TYPE AS NOTED)
 - TRAVELER POINTS
 - OLD TRAVELER POINTS
 - FIRE HOSE HOUSE
- SYMBOL**
- GREENHOUSE
 - CATERING
 - SOCIAL SERVICES
 - SWIMMING POOL
 - EDUCATION BUILDING
 - Cooking appliance center
 - Dressing office systems
 - Guard house
 - Guard enclosure
 - SUPERMARKET
 - STORAGE
 - TRUCK HOUSE
 - STAFF OFFICE
 - FAST FOOD
 - CLASSROOM
 - GILL & CABINET SHOP
 - BUILDING MAINTENANCE
 - AUTO MECHANIC
 - MECHANICAL ROOM
 - ROOM 2
 - T.V.
 - POLICE DEPARTMENT OFFICES
 - MAINTENANCE DEPARTMENT
 - TENNIS COURT
 - LAUNDRY
 - WELDING SHOP
 - WAREHOUSE
 - OFFICES
 - AT&A
 - STORAGE

- 29. SYMBARIUM
- 30. ROOM 1
- 31. ROOM 2
- 32. FOOTBALL FIELD
- 33. BASEBALL FIELD
- 34. WASTEWATER TREATMENT PLANT
- 35. Girls Minidorm
- 36. Mini Dorm
- 37. Mini Dorm
- 38. Tent Site

FACILITY MAP
46.81 ACRES
GULF COAST TRADES CENTER
SAM HOUSTON NATIONAL FOREST
NEW WAVERLY, TEXAS

SCALE: 1" = 500'

MARCH 1966

037

BUSINESS PLAN

Business Plan
GULF COAST TRADES CENTER

I. Executive Summary

- A. Rationale - Gulf Coast Trades Center (GCTC) serves a unique student population whose educational and social needs are different than any other single school population in Texas. A charter provides the organization the flexibility to develop an innovative, coordinated program of academic education and related services to best meet the needs of this population.
- B. Mission, Goals and Programs - The mission of GCTC is to prepare youth for success in life. There are seven goals: 1) enhancing the learning environment; 2) developing funding; 3) facilitating school-to-work transition; 4) creating relevance in curriculum and pedagogy; 5) developing project/work based learning; 6) developing outcomes measurement; and 7) integrating classroom and worksite learning. In addition to education, the programs include: residential group work casework, community work and service, job placement and follow-up support.
- C. Organization - The Charter School will operate under the policy direction of a statewide Board of Trustees of the parent organization (GCTC), which is licensed as a residential child care facility and an accredited occupational school. An Executive Director, who holds a M.A. in Corrections and a Child Care Administrator license, has served as the agency CEO for 25 years. He is responsible for the performance of over 150 employees, two campuses, and extensive community programs. Consultants in social work, psychology, medicine, and other fields are engaged. An Advisory Council consisting of employers, educators, social service specialists, and other interested persons, annually evaluates the program and makes recommendations for improvements.
- D. Finances - The annual capital and operating budget of GCTC is over \$8 million. Financial assistance is received from public and private sources. Private funds from several philanthropic foundations and private individuals have been received for capital improvements of two campuses, covering over 50 acres. Public funds from federal, state, and local government is received in the form of grants and contracts for services. Most of the public funds is received from state and county agencies for residential services. Federal funds, principally from the U.S. Departments of Labor and Agriculture, provide for food service, training materials and supplies, and some staffing. For the last ten years, state education funds have provided partial support for the school component through a contract with the local I.S.D.
- E. Strategic Fund-raising Plan - The board is active in soliciting funds for capital improvements. The Executive Director, with occasional assistance from external consultants, solicits operating funds, principally from public sources.

- F. Appendices - Attachments to this business plan include a list of trustees and advisors and an estimated three year project of support revenue and expenses. A one year detailed budget, prepared on the TEA forms furnished with the RFP is included. A list of public and private funding sources to the Center is attached for the last year is attached.

II. Rationale

The student population served by GCTC consists of exclusively of adolescents who have been adjudicated by Texas State Courts, placed under state conservatorship and referred to GCTC for residential care, academic and vocational training, health and social services, placement on jobs, and follow-up supervision while continuing to be on probation or parole from state and county agencies. Many of the students are prohibited from returning to live with their families of origin. These students have academic and social needs that are unlike the general population served by public schools. Consequently, the school needs the autonomy provided by a charter to modify classroom and other learning experiences in order to properly prepare these youth in a short period of time for employment and productive contributors to society.

III. Mission, Goals, and Programs

- A. Mission and Philosophy - The mission of GCTC is to prepare youth for success in life. This mission is realized by a consistent adherence to a philosophy that stresses the worth and dignity of each person and a commitment to a belief that each individual has strengths that can be mobilized to direct the individual toward maturity and responsible citizenship.
- B. Goals - The goals are to address the academic needs through: 1) enhancing the learning environment by incorporating new technologies; 2) developing alternative funding to support continued learning and community integration following graduation; 3) facilitating school-to-work transition; 4) creating continuous relevance in curriculum and pedagogy through involvement of employers; 5) developing project based learning; 6) developing learner outcomes measurement; and 7) developing and testing the results of an integrated classroom and worksite learning experience.
- C. Programs - The programs consist of classroom and shop-based academic and vocational learning; applied campus and community work and learning; driver education; casework; residential living and group work; transition from school-to-work living and learning activities; job placement and follow-up supportive services. TEA Charter school funding is allocated to eligible classroom, shop and project learning. The other programs and services are supported with other resources.

IV. Organizational Leadership and Roles

- A. Board of Trustees - The parent organization operates under policy direction of a statewide Board of Trustees, who are obligated under law and regulations to oversee the entire organization. The Center is chartered as an Educational facility by the State of Texas, licensed as a residential child care facility by the Texas Department of Protective and Regulatory Service and accredited by the Council of Occupational Education as an occupational school. Five board members will serve as the initial Board of the Charter school and adopt by-laws and policies consistent with requirements of requirements placed on Charter Schools by Texas laws and TEA policy. The school board will be appointed annually by the parent board. A list of the Board of Trustees of the agency is attached, which includes those members designated as the "School Board".

- B. Director - The Executive Director will hire and supervise a qualified academic administrator to manage the school. This academic administrator will be given the title of Education Director and have essentially the same duties and authority as a school principal. The GCTC Executive Director, holds a M.A. in Corrections and a license as a Child Care Administrator. He has served as the agency CEO for 25 years. He is responsible for the performance of over 150 employees, two campuses, and extensive community programs and external agency relationships.

- C. Staff - The charter school staff will consist of a Education Director, 9 vocational instructors, 3 academic class instructors, teaching aides and an education clerk. Other administrative and support personnel will be employed with other agency resources and assigned on a pro-rata basis to the charter school. Two staff, for example, will supervise students in off-campus community service activities, including construction of houses for low-income persons, as a practical applied learning experience for the students. In addition, 4 casework staff, employed with other funds, will provide personal counseling for the students in a similar capacity as would be provided by school counselors. The supervisors of these additional staff will also be allocated to the Charter school on a pro-rata share.

- D. Consultants - Since the agency operates programs other than the proposed charter school, it has contracts with specialists in medicine, psychology, and other disciplines who are necessary to assure quality services to the residents of the agency, who are also the students of the school. At present, consultants in social work, psychology, medicine, and other fields are engaged.

Each student will have an assigned team to develop and review their plan of service. The team consists of representatives of all of the departments of the agency. In a sense, staff from departments other than education function as "consultants" and support personnel to the instructional staff, providing advice and services needed by students but paid with non-

educational funds.

- E. Advisory Council - An Advisory Council consisting of employers, educators, social service specialists, and other interested persons, annually evaluates the program and makes recommendations for improvements. A list of the Advisory Council is attached.

V. Finances: 3 Year Operating Budget

The agency annual capital and operating budget is over \$8 million. Financial assistance is received from multiple private and public sources. Over \$1 million in private funds from philanthropic foundations and private individuals have been raised in the last five years for capital improvements of two campuses, covering over 50 acres. Over \$6 million in public funds from federal, state, and local government is received annually in the form of grants and contracts for services. Most of the public funds are received from state and county agencies for residential services. Federal funds, principally from the U.S. Departments of Labor and Agriculture, provide for food service, training materials and supplies, and some staffing. For the last four years, state education funds have provided partial support for the school component through a contract with the local I.S.D.

A detailed one-year budget on the requested forms, is attached. A three year projected operating budget indicating projected revenues and expenses follows:

<u>REVENUES:</u>		<u>EXPENSES:</u>
1998-1999	\$ 1,401,415	\$ 1,399,260
1999-2000	1,541,556	1,539,186
2000-2001	1,695,711	1,693,104
2001-2002	1,865,282	1,862,414

VI. Strategic Fund-Raising Plan

The board is active in soliciting funds for capital improvements. The Executive Director, with occasional assistance from external consultants, solicits operating funds, principally from public sources.

- A. Start-up Funding - The parent organization will provide facilities, teaching materials and supplies, and faculty salaries until state reimbursement is initiated.
- B. Developing prospects - The agency has a sufficient number and variety of prospects for

capital and operations support, beyond the level of support from the funds requested through the Open-Enrollment Charter. External consultation services were used to identify sources of capital funds for improvements. This list is still being worked. Developing prospects for capital improvements have been limited to private foundations.

Prospects for governmental grants and contracts are identified through subscriptions to data bases and printed publications. The Center submits several applications each year for federal and state grants for operations.

- C. Recognition of donors - Open houses and facility dedications are conducted at which donors are recognized.

- D. Fund-raising progress - The agency Board of Trustees is pleased with the variety of sources of public funds received each year in support of the training and job placement programs of the agency. Additional measures need to be taken to increase the development of private donations for capital improvements. At the same time, over \$3 million in land acquisition and improvements has been obtained during the last decade, partly through internally generated capital and partly through fund-raising initiatives by the board and staff.

CIVIL RIGHTS CERTIFICATE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to education programs or activities from the Department of Education.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

The applicant agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education programs or activities are not discriminating in violation of the above statutes, regulations, guidelines, and standards against those students or employees. In the event of failure to comply the applicant understands that assistance can be terminated and the applicant denied the right to receive further assistance. The applicant also understands that the Department of Education may at its discretion seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this application, and to commit the applicant to the above provisions.

8-12-98

Date

Thomas M. Buzbee

Authorized Official(s)

Gulf Coast Trades Center

Name of Applicant or Recipient

P.O. Box 515

Street

New Waverly, TX 77358

City, State, Zip Code

Department of Education
Office for Civil Rights/PES
400 Maryland Avenue, S. W.
Switzer Building, Room 5312
Washington, D. C. 20202

Explanation Of

HEW FORM 639 A (3/77), ENTITLED "ASSURANCE OF COMPLIANCE WITH TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 AND THE REGULATION OF THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE IN IMPLEMENTATION THEREOF"

Section 901 of Title IX of the Education Amendments of 1972 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Section 902 of Title IX authorizes and directs the Department of Health, Education, and Welfare (hereinafter the "Department") to effectuate the nondiscrimination requirements of section 901 by issuing rules, regulations, and orders of general applicability. Pursuant to section 902, the Department has issued 45 C.F.R. Part 86 (hereinafter "Part 86") which became effective on July 21, 1975.

Section 86.4 of Part 86 requires that every application for Federal financial assistance for any education program or activity shall, as a condition of its approval, contain or be accompanied by an assurance from the applicant satisfactory to the Director of the Office for Civil Rights (hereinafter the "Director") that each education program or activity operated by the applicant and to which Title IX of the Education Amendments of 1972 and Part 86 apply will be operated in compliance with Part 86.

Section 86.4 also provides that the Director will specify the form of the assurance required and the extent to which such assurance will be required of the applicant's subgrantees, contractors, subcontractors, transferees, or successors in interest. Under this authority, HEW Form 639 A, (3/77) has been specified as the form of assurance which shall apply to all recipients of and applicants for Federal financial assistance subject to the provisions of Title IX and awarded by the Department.

HEW Form 639 A, (3/77) constitutes a legally enforceable agreement to comply with Title IX and all of the requirements of Part 86. Applicants are urged to read Part 86 and the accompanying preamble. The obligation imposed by Title IX and Part 86 are independent of, and do not alter, the obligation not to discriminate on the basis of sex imposed by Title VII of the Civil Rights Act of 1964 (20 U.S.C. 2000e et seq.); Executive Order 11241 as amended; sections 799A and 855 of the Public Health Service Act (42 U.S.C. 295h-9 and 298b-2); and the Equal Pay Act (29 U.S.C. 206 and 206

PERIOD OF ASSURANCE

HEW Form 639 A, (3/77) is binding on a recipient for a period during which Federal financial assistance is extended to it by the Department. With respect to Federal financial assistance used to aid in the purchase or improvement of real or personal property, such period shall include the time during which the real or personal property is used for the purpose of providing an education program or activity. A recipient may transfer or otherwise convey title to real and personal property purchased or improved with Federal financial assistance so long as such transfer or conveyance is consistent with the laws and regulations under which the recipient obtained the property and it has obtained a properly executed HEW Form 639 A, (3/77) from the party to whom it wishes to transfer or convey the title unless the property in question is no longer to be used for an education program or activity or the Federal share of the fair-market value of such property has been refunded or otherwise properly accounted for to the Federal government.

An applicant or recipient which has submitted an HEW Form 639 A, (3/77) to the Director need not submit a separate form with each grant application but may, if the information contained therein remains accurate, simply incorporate by reference, HEW Form 639 A, (3/77), giving the date it was submitted. On the other hand, a revised HEW Form 639 A, (3/77) must be submitted within 30 days after information contained in the submitted form becomes inaccurate, even if no additional financial assistance is being sought.

OBLIGATION OF RECIPIENT TO OBTAIN ASSURANCES FROM OTHERS

As indicated in Article III, paragraph 2, of the Assurance, if a recipient subgrants to, or contracts, subcontracts, or otherwise arranges with an individual, organization, or group to assist in the conduct of an education program or activity receiving Federal financial assistance from the Department or to provide services in connection with such a program or activity, the recipient continues to have an obligation to ensure that the education program or activity is being administered in a nondiscriminatory manner. (See 45 C.F.R. 86.31.) Accordingly, the recipient must take reasonable steps to ensure that the individual, organization, or group in question is complying with Title IX and Part 86. These steps may include, but do not necessarily require, obtaining assurances of compliance from such subgrantees, contractors, and subcontractors in the form of, or modeled on, the HEW Form 639A, (3/77). These steps to require, however, such activities as may be reasonably necessary to monitor the compliance of these subgrantees, contractors, or subcontractors, regardless of whether they have submitted assurances to the recipient. If a recipient is unable to assure itself that any contractor, subcontractor, subgrantee, or other individual or group with whom it arranges to provide services or benefits to its students and employees does not discriminate on the basis of sex as described in Part 86, the recipient may not initiate or continue contracts, subcontracts, or other arrangements with that individual or group or take subgrants to it.

ADMINISTRATIVELY SEPARATE UNITS

If an educational institution is composed of more than one administratively separate unit, a separate HEW Form 639 A, (3/77) may be submitted for each unit or one may be submitted for the entire institution. If separate forms are submitted, the administratively separate unit for which the form is submitted should be clearly identified in the first line of HEW Form 639 A, (3/77). An "administratively separate unit" is defined as a school, department or college of an educational institution (other than a local educational agency) admission to which is independent of admission to any other component of such institution. See 45 C.F.R. 86.2(c)

STATE EDUCATION AGENCIES

State education agencies are generally not responsible for running pre-school, kindergarten, elementary or secondary programs. Such responsibility is generally left to local education agencies although some supervisory authority may be vested with the state education agency. Consequently, most state agencies should not check the boxes for "Pre-school," "Kindergarten," or "Elementary or Secondary" in Article I of HEW Form 639 A, (3/77). If the state agency runs special programs for the handicapped including those on the pre-school, kindergarten, elementary, or secondary level, the box marked "Other" should be checked and the appropriate description inserted in the space provided.

Under Article III, paragraph 5, of HEW Form 639A, (3/77) a state education agency may be called upon from time to time to submit reports necessary to determine Title IX compliance by local education agencies within its jurisdiction. The form and content of such reports will be specified by the Director at the time the request is made.

RELIGIOUS EXEMPTION

Applicants or recipients which are educational institutions controlled by a religious organization are not covered by Part 86 to the extent that application of Part 86 would be inconsistent with the religious tenets of the controlling religious organization.

Section 86.12 of Part 86 requires an institution seeking an exemption to submit a written statement to the Director identifying the provisions of Part 86 which conflict with a specific tenet of the controlling religious organization. Such a statement must be signed by the highest ranking official of the educational institution claiming the exemption. An applicant or recipient claiming an exemption is not relieved of its obligations to comply with that portion of Part 86 not specified in its statement to the Director as being inconsistent with the tenets of the controlling religious organization.

Although 86.12 imposes no time restrictions when a recipient or applicant may claim an exemption, applicants or recipients are urged to make such claims when they initially submit HEW Form 639 A, (3/77) by checking the appropriate box in Article I of HEW Form 639 A, (3/77) and attaching thereto the statement required by 86.12(b). Such an approach will avoid misunderstandings on the part of both the Department and the applicant or recipient as to what, if any, action is required under Part 86.

An applicant or recipient will normally be considered to be controlled by a religious organization if one or more of the following conditions prevail:

- (1) It is a school or department of divinity; or
- (2) It requires its faculty, students or employees to be members of, or otherwise espouse a personal belief in, the religion of the organization by which it claims to be controlled; or
- (3) Its charter and catalog, or other official publication, contains explicit statement that it is controlled by a religious organization or an organ thereof or is committed to the doctrines of a particular religion, and the members of its governing body are appointed by the controlling religious organization or an organ thereof, and it receives a significant amount of financial support from the controlling religious organization or an organ thereof.

The term "school or department of divinity" means an institution or a department or branch of an institution whose program is specifically for the education of students to prepare them to become ministers of religion or to enter upon some other religious vocation, or to prepare them to teach theological subjects. (This definition is adopted from section 1201(1) of the Higher Education Act of 1965, P.L. 89-329.)

ASSURANCE OF COMPLIANCE WITH TITLE IX OF THE
EDUCATION AMENDMENTS OF 1972 AND THE
REGULATION ISSUED BY THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE IN
IMPLEMENTATION THEREOF

(PLEASE READ EXPLANATION OF HEW FORM 639 A (3/77)* BEFORE COMPLETING
THIS DOCUMENT)

Pursuant to 45 C.F.R. 86.4:

<u>Gulf Coast Trades Center</u> (Name of Applicant or recipient)
<u>P.O. Box 515</u> (address)
<u>New Waverly, TX 77358</u> (city, state, zip code)
<u>236-801</u> (identifying code-FICE, OE, or IRS)

(hereinafter the "Applicant") gives this assurance in consideration of and for the purpose of obtaining Federal education grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to education programs or activities from the Department of Health, Education, and Welfare (hereinafter the "Department"), including payments or other assistance hereafter received pursuant to applications approved prior to the date of this assurance.

ARTICLE I - TYPE OF INSTITUTION SUBMITTING ASSURANCE.

A. The Applicant is (check the following boxes where applicable):

1. () A state education agency.
2. (x) A local education agency.
3. () A publicly controlled educational institution or organization.
4. () A privately controlled educational institution or organization.
5. () A person, organization, group or other entity not primarily engaged in education. If this box is checked, insert primary purpose or activity of Applicant in the space provided below:

099

*HEW Form 639 A (3/77) This form supersedes HEW Form 639 (7/76). HEW Form 639 (7/76) submitted prior to this revision are valid and recipients need not submit a new assurance.

B. () Claiming a religious exemption under 45 C.F.R. 86.12(b).
(If religious exemption is claimed, attach statement by highest ranking official of Applicant identifying the specific provisions of 45 C.F.R. Part 86 which conflict with a specific religious tenet of the controlling religious organization.)

C. The Applicant offers one or more of the following programs or activities (check where applicable):

- | | | | |
|--------|---|--------|--|
| 1. () | Pre-school | 6. () | Undergraduate (including junior and community colleges |
| 2. () | Kindergarten | 7. (X) | Vocational or Technical |
| 3. (X) | Elementary or Secondary | 8. () | Professional |
| 4. () | Graduate | | |
| 5. () | Other (such as special programs for the handicapped even if provided on the pre-school, elementary or secondary level). If this box is checked, give brief description below: | | |

ARTICLE II-PERIOD OF ASSURANCE. This assurance shall obligate the Applicant for the period during which Federal financial assistance is extended to it by the Department.

ARTICLE III-TERMS AND CONDITIONS. The Applicant hereby agrees that it will:

1. Comply, to the extent applicable to it, with Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, 20 U.S.C. 1681, 1682, 1683, and 1685 (hereinafter, "Title IX"), and all applicable requirements imposed by or pursuant to the Department's regulation issued pursuant to Title IX, 45 C.F.R. Part 86 (hereinafter, "Part 86"), to the end that, in accordance with Title IX and Part 86, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives or benefits from Federal financial assistance from the Department. (This assurance does not apply to sections 904 (proscribing denial or admission to course of study on the basis of blindness) and 906 (amending other laws) of Title IX, 20, U.S.C. 1684 and 1686.)

2. Assure itself that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education program or activity are not discriminating on the basis of sex against these students or employees.

3. Make no transfer or other conveyance of title to any real or personal property which was purchased or improved with the aid of Federal financial assistance covered by this assurance, and which is to continue to be used for an education program or activity and where the Federal share of the fair market value of such property has not been refunded or otherwise properly accounted for to the Federal government, without securing from the transferee an assurance of compliance with Title IX and Part 86 satisfactory to the Director and submitting such assurance to the Department.

4. Submit a revised assurance within 30 days after any information contained in this assurance becomes inaccurate.

5. If the Applicant is a state education agency, submit reports in a manner prescribed by the Director under 45 C.F.R. 80.6(b) as to the compliance with Title IX and Part 86 of local education agencies or other education programs or activities within its jurisdiction.

ARTICLE IV-DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES. (Check the appropriate box.)

A. 1. () Pursuant to 45 C.F.R. 86.8, the Applicant has adopted grievance procedures and designated the following employee to coordinate its efforts to comply with Part 86 and has notified all of its students and employees of these grievance procedures and the following name, address and telephone number of the designated employee:

2. Sandi Belcher
(name of employee)

3. P.O. Box 515, New Waverly, TX 77358
(office address)

4. (409) 344-6677
(telephone number)

B. 1. () The Applicant is not presently receiving Federal financial assistance subject to Part 86 and, consequently, has not designated a responsible employee or adopted grievance procedures pursuant to 45 C.F.R. 86.8 but will do so immediately upon award of such assistance and will immediately notify the Director, its students and employees of the name, office address and telephone number of the employee so designated.

ARTICLE V - SELF-EVALUATION. (Check the appropriate box.)

A. () The Applicant has completed a self-evaluation as required by 45 C.F.R. 86.3(c) and has not found it necessary to modify any of its policies and practices or to take any remedial steps to come into compliance with Part 86.

B. () The Applicant has completed a self-evaluation as required by 45 C.F.R. 86.3(c) and has ceased to carry out any policies and practices which do not or may not meet the requirements of Part 86 and is taking any necessary remedial steps to eliminate the effects of any discrimination which resulted or may have resulted from adherence to such policies and practices.

C. (X) The Applicant has not completed the self-evaluation required by 45 C.F.R. 86.3(c) but expects to have it completed by 6-30-99
insert date

D. () The Applicant is not required to conduct a self-evaluation under 45 C.F.R. 86.3 since it did not receive any Federal financial assistance to which Part 86 applies prior to July 21, 1976.

Date: 8-12-98

Gulf Coast Trades Center
(Insert name of Applicant)

By James M. Pugh
(This document must be signed by an official legally authorized to contractually bind the Applicant)

Executive Director
(Insert title of authorized official)

CIVIL RIGHTS CERTIFICATE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to education programs or activities from the Department of Education.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

The applicant agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education programs or activities are not discriminating in violation of the above statutes, regulations, guidelines, and standards against those students or employees. In the event of failure to comply the applicant understands that assistance can be terminated and the applicant denied the right to receive further assistance. The applicant also understands that the Department of Education may at its discretion seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this application, and to commit the applicant to the above provisions.

8-12-98

Date

Thomas M. Buzbee

Authorized Official(s)

Gulf Coast Trades Center

Name of Applicant or Recipient

P.O. Box 515

Street

New Waverly, TX 77358

City, State, Zip Code

Department of Education
Office for Civil Rights/PES
400 Maryland Avenue, S. W.
Switzer Building, Room 5312
Washington, D. C. 20202

Explanation Of

HEW FORM 639 A (3/77), ENTITLED "ASSURANCE OF COMPLIANCE WITH TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 AND THE REGULATION OF THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE IN IMPLEMENTATION THEREOF"

Section 901 of Title IX of the Education Amendments of 1972 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Section 902 of Title IX authorizes and directs the Department of Health, Education, and Welfare (hereinafter the "Department") to effectuate the nondiscrimination requirements of section 901 by issuing rules, regulations, and orders of general applicability. Pursuant to section 902, the Department has issued 45 C.F.R. Part 86 (hereinafter "Part 86") which became effective on July 21, 1975.

Section 86.4 of Part 86 requires that every application for Federal financial assistance for any education program or activity shall, as a condition of its approval, contain or be accompanied by an assurance from the applicant satisfactory to the Director of the Office for Civil Rights (hereinafter the "Director") that each education program or activity operated by the applicant and to which Title IX of the Education Amendments of 1972 and Part 86 apply will be operated in compliance with Part 86.

Section 86.4 also provides that the Director will specify the form of the assurance required and the extent to which such assurance will be required of the applicant's subgrantees, contractors, subcontractors, transferees, or successors in interest. Under this authority, HEW Form 639 A, (3/77) has been specified as the form of assurance which shall apply to all recipients of and applicants for Federal financial assistance subject to the provisions of Title IX and awarded by the Department.

HEW Form 639 A, (3/77) constitutes a legally enforceable agreement to comply with Title IX and all of the requirements of Part 86. Applicants are urged to read Part 86 and the accompanying preamble. The obligation imposed by Title IX and Part 86 are independent of, and do not alter, the obligation not to discriminate on the basis of sex imposed by Title VII of the Civil Rights Act of 1964 (20 U.S.C. 2000e et seq.); Executive Order 11241 as amended; sections 799A and 855 of the Public Health Service Act (42 U.S.C. 295h-9 and 298b-2); and the Equal Pay Act (29 U.S.C. 206 and 206

PERIOD OF ASSURANCE

HEW Form 639 A, (3/77) is binding on a recipient for a period during which Federal financial assistance is extended to it by the Department. With respect to Federal financial assistance used to aid in the purchase or improvement of real or personal property, such period shall include the time during which the real or personal property is used for the purpose of providing an education program or activity. A recipient may transfer or otherwise convey title to real and personal property purchased or improved with Federal financial assistance so long as such transfer or conveyance is consistent with the laws and regulations under which the recipient obtained the property and it has obtained a properly executed HEW Form 639 A, (3/77) from the party to whom it wishes to transfer or convey the title unless the property in question is no longer to be used for an education program or activity or the Federal share of the fair market value of such property has been refunded or otherwise properly accounted for to the Federal government.

An applicant or recipient which has submitted an HEW Form 639 A, (3/77) to the Director need not submit a separate form with each grant application but may, if the information contained therein remains accurate, simply incorporate by reference, HEW Form 639 A, (3/77), giving the date it was submitted. On the other hand, a revised HEW Form 639 A, (3/77) must be submitted within 30 days after information contained in the submitted form becomes inaccurate, even if no additional financial assistance is being sought.

OBLIGATION OF RECIPIENT TO OBTAIN ASSURANCES FROM OTHERS

As indicated in Article III, paragraph 2, of the Assurance, if a recipient subgrants to, or contracts, subcontracts, or otherwise arranges with an individual, organization, or group to assist in the conduct of an education program or activity receiving Federal financial assistance from the Department or to provide services in connection with such a program or activity, the recipient continues to have an obligation to ensure that the education program or activity is being administered in a nondiscriminatory manner. (See 45 C.F.R. 86.31.) Accordingly, the recipient must take reasonable steps to ensure that the individual, organization, or group in question is complying with Title IX and Part 86. These steps may include, but do not necessarily require, obtaining assurances of compliance from such subgrantees, contractors, and subcontractors in the form of, or modeled on, the HEW Form 639A, (3/77). These steps to require, however, such activities as may be reasonably necessary to monitor the compliance of these subgrantees, contractors, or subcontractors, regardless of whether they have submitted assurances to the recipient. If a recipient is unable to assure itself that any contractor, subcontractor, subgrantee, or other individual or group with whom it arranges to provide services or benefits to its students and employees does not discriminate on the basis of sex as described in Part 86, the recipient may not initiate or continue contracts, subcontracts, or other arrangements with that individual or group or make subgrants to it.

ADMINISTRATIVELY SEPARATE UNITS

If an educational institution is composed of more than one administratively separate unit, a separate HEW Form 639 A, (3/77) may be submitted for each unit or one may be submitted for the entire institution. If separate forms are submitted, the administratively separate unit for which the form is submitted should be clearly identified in the first line of HEW Form 639 A, (3/77). An "administratively separate unit" is defined as a school, department or college of an educational institution (other than a local educational agency) admission to which is independent of admission to any other component of such institution. See 45 C.F.R. 85.2(o)

STATE EDUCATION AGENCIES

State education agencies are generally not responsible for running pre-school, kindergarten, elementary or secondary programs. Such responsibility is generally left to local education agencies although some supervisory authority may be vested with the state education agency. Consequently, most state agencies should not check the boxes for "Pre-school," "Kindergarten," or "Elementary or Secondary" in Article I of HEW Form 639 A, (3/77). If the state agency runs special programs for the handicapped including those on the pre-school, kindergarten, elementary, or secondary level, the box marked "Other" should be checked and the appropriate description inserted in the space provided.

Under Article III, paragraph 5, of HEW Form 639A, (3/77) a state education agency may be called upon from time to time to submit reports necessary to determine Title IX compliance by local education agencies within its jurisdiction. The form and content of such reports will be specified by the Director at the time the request is made.

RELIGIOUS EXEMPTION

Applicants or recipients which are educational institutions controlled by a religious organization are not covered by Part 86 to the extent that application of Part 86 would be inconsistent with the religious tenets of the controlling religious organization.

Section 86.12 of Part 86 requires an institution seeking an exemption to submit a written statement to the Director identifying the provisions of Part 86 which conflict with a specific tenet of the controlling religious organization. Such a statement must be signed by the highest ranking official of the educational institution claiming the exemption. An applicant or recipient claiming an exemption is not relieved of its obligations to comply with that portion of Part 86 not specified in its statement to the Director as being inconsistent with the tenets of the controlling religious organization.

Although 86.12 imposes no time restrictions when a recipient or applicant may claim an exemption, applicants or recipients are urged to make such claims when they initially submit HEW Form 639 A, (3/77) by checking the appropriate box in Article I of HEW Form 639 A, (3/77) and attaching thereto the statement required by 86.12(b). Such an approach will avoid misunderstandings on the part of both the Department and the applicant or recipient as to what, if any, action is required under Part 86.

An applicant or recipient will normally be considered to be controlled by a religious organization if one or more of the following conditions prevail:

- (1) It is a school or department of divinity; or
- (2) It requires its faculty, students or employees to be members of, or otherwise espouse a personal belief in, the religion of the organization by which it claims to be controlled; or
- (3) Its charter and catalog, or other official publication, contains explicit statement that it is controlled by a religious organization or an organ thereof or is committed to the doctrines of a particular religion, and the members of its governing body are appointed by the controlling religious organization or an organ thereof, and it receives a significant amount of financial support from the controlling religious organization or an organ thereof.

The term "school or department of divinity" means an institution or a department or branch of an institution whose program is specifically for the education of students to prepare them to become ministers of religion or to enter upon some other religious vocation, or to prepare them to teach theological subjects. (This definition is adopted from section 1201(1) of the Higher Education Act of 1965, P.L. 89-329.)

ASSURANCE OF COMPLIANCE WITH TITLE IX OF THE
EDUCATION AMENDMENTS OF 1972 AND THE
REGULATION ISSUED BY THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE IN
IMPLEMENTATION THEREOF

(PLEASE READ EXPLANATION OF HEW FORM 639 A (3/77)* BEFORE COMPLETING
THIS DOCUMENT)

Pursuant to 45 C.F.R. 86.4:

<u>Gulf Coast Trades Center</u> (Name of Applicant or recipient)
<u>P.O. Box 515</u> (address)
<u>New Waverly, TX 77358</u> (city, state, zip code)
<u>236-801</u> (identifying code-FICE, OE, or IRS)

(hereinafter the "Applicant") gives this assurance in consideration of and for purpose of obtaining Federal education grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to education programs or activities from the Department of Health, Education, and Welfare (hereinafter the "Department"), including payments or other assistance hereafter received pursuant to applications approved prior to the date of this assurance.

ARTICLE I - TYPE OF INSTITUTION SUBMITTING ASSURANCE.

A. The Applicant is (check the following boxes where applicable):

1. () A state education agency.
2. (x) A local education agency.
3. () A publicly controlled educational institution or organization.
4. () A privately controlled educational institution or organization.
5. () A person, organization, group or other entity not primarily engaged in education. If this box is checked, insert primary purpose or activity of Applicant in the space provided below:

B. () Claiming a religious exemption under 45 C.F.R. 86.12(b).
(If religious exemption is claimed, attach statement by highest ranking official of Applicant identifying the specific provisions of 45 C.F.R. Part 86 which conflict with a specific religious tenet of the controlling religious organization.)

C. The Applicant offers one or more of the following programs or activities (check where applicable):

- | | | | |
|--------|---|--------|--|
| 1. () | Pre-school | 6. () | Undergraduate (including junior and community colleges |
| 2. () | Kindergarten | 7. (x) | Vocational or Technical |
| 3. (x) | Elementary or Secondary | 8. () | Professional |
| 4. () | Graduate | | |
| 5. () | Other (such as special programs for the handicapped even if provided on the pre-school, elementary or secondary level). If this box is checked, give brief description below: | | |

ARTICLE II-PERIOD OF ASSURANCE. This assurance shall obligate the Applicant for the period during which Federal financial assistance is extended to it by the Department.

ARTICLE III-TERMS AND CONDITIONS. The Applicant hereby agrees that it will:

1. Comply, to the extent applicable to it, with Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, 20 U.S.C. 1681, 1682, 1683, and 1685 (hereinafter, "Title IX"), and all applicable requirements imposed by or pursuant to the Department's regulation issued pursuant to Title IX, 45 C.F.R. Part 86 (hereinafter, "Part 86"), to the end that, in accordance with Title IX and Part 86, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives or benefits from Federal financial assistance from the Department. (This assurance does not apply to sections 904 (proscribing denial of admission to course of study on the basis of blindness) and 906 (amending other laws) of Title IX, 20, U.S.C. 1684 and 1686.)

2. Assure itself that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education program or activity are not discriminating on the basis of sex against these students or employees.

3. Make no transfer or other conveyance of title to any real or personal property which was purchased or improved with the aid of Federal financial assistance covered by this assurance, and which is to continue to be used for an education program or activity and where the Federal share of the fair market value of such property has not been refunded or otherwise properly accounted for to the Federal government, without securing from the transferee an assurance of compliance with Title IX and Part 86 satisfactory to the Director and submitting such assurance to the Department.

4. Submit a revised assurance within 30 days after any information contained in this assurance becomes inaccurate.

5. If the Applicant is a state education agency, submit reports in a manner prescribed by the Director under 45 C.F.R. 80.6(b) as to the compliance with Title IX and Part 86 of local education agencies or other education programs or activities within its jurisdiction.

ARTICLE IV-DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES. (Check the appropriate box.)

A. 1. () Pursuant to 45 C.F.R. 86.8, the Applicant has adopted grievance procedures and designated the following employee to coordinate its efforts to comply with Part 86 and has notified all of its students and employees of these grievance procedures and the following name, address and telephone number of the designated employee:

2. Sandi Belcher
(name of employee)

3. P.O. Box 515, New Waverly, TX 77358
(office address)

4. (409) 344-6677
(telephone number)

B. 1. () The Applicant is not presently receiving Federal financial assistance subject to Part 86 and, consequently, has not designated a responsible employee or adopted grievance procedures pursuant to 45 C.F.R. 86.8 but will do so immediately upon award of such assistance and will immediately notify the Director, its students and employees of the name, office address, and telephone number of the employee so designated.

ARTICLE V - SELF-EVALUATION. (Check the appropriate box.)

A. () The Applicant has completed a self-evaluation as required by 45 C.F.R. 86.3(c) and has not found it necessary to modify any of its policies and practices or to take any remedial steps to come into compliance with Part 86.

B. () The Applicant has completed a self-evaluation as required by 45 C.F.R. 86.3(c) and has ceased to carry out any policies and practices which do not or may not meet the requirements of Part 86 and is taking any necessary remedial steps to eliminate the effects of any discrimination which resulted or may have resulted from adherence to such policies and practices.

C. (X) The Applicant has not completed the self-evaluation required by 45 C.F.R. 86.3(c) but expects to have it completed by 6-30-99
insert date

D. () The Applicant is not required to conduct a self-evaluation under 45 C.F.R. 86.3 since it did not receive any Federal financial assistance to which Part 86 applies prior to July 21, 1976.

Date: 8-12-98

Gulf Coast Trades Center
(Insert name of Applicant)

By James M. B. [Signature]

(This document must be signed by an official legally authorized to contractually bind the Applicant.)

Executive Director
(Insert title of authorized official.)

CONTRACT FOR CHARTER

This contract is executed the 15th day of MAY 1998 between the Texas State Board of Education (the "Board") and Gulf Coast Trades Center ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. **Definitions.** As used in this contract:
 - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
 - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
 - "Agency" means the Texas Education Agency.
2. **The Charter.** This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-97-028; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board and (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).
3. **Authority Granted by Charter.** The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
4. **Alienation of Charter.** The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school.
5. **Term of Charter.** The charter shall be in effect from August 1, 1998 through July 31, 2003, unless renewed or terminated.
6. **Renewal of Charter.** On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by

written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 225 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 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 has a reported criminal history that bears directly on the duties and responsibilities of the employee or volunteer 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 state that no employee, volunteer or agent of Charterholder or the charter school can be required to report child abuse or neglect to Charterholder or the charter school. Rather, such reports must be made directly by the person suspecting child abuse or neglect to an appropriate entity listed in Chapter 261, Texas Family Code.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. 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. 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 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.
20. 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.

21. Foundation School Program. Funds distributed to the charter school under Section 12.106, TEC shall be calculated and distributed by the agency at six-week intervals. Distribution of funds to the charter school is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to September 1, 1998. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Non-Charter Activities. Charterholder shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the charter school. Any business activities of Charterholder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the charter. Any commingling of charter and non-charter business in these systems shall be a material violation of the charter.

Governance and Operations

27. 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.
28. 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.
29. PEIMS Reporting. Charterholder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.
30. 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.
31. 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.
32. 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.
33. Failure to Operate. Charterholder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charterholder may not suspend operation for longer than 21 days without a revision to its charter, adopted by the Board, stating that the charter school is dormant and setting forth the date on which operations shall resume and any applicable conditions.

Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.

34. 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.

Enforcement

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

This Agreement

38. 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.

1. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
2. 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.
3. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
4. Governing Law. In any suit arising under this contract, Texas law shall apply.
5. Authority. By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 29th day of June, 1998.

Texas State Board of Education

Jack Christie
By Dr. Jack Christie
Chairman

Charterholder

Gulf Coast Trades Center

By Thomas M. Buzbee

Thomas M. Buzbee

Typed Name
Executive Director

CONTRACT FOR CHARTER

This contract is executed the 15th day of MAY 1998 between the Texas State Board of Education (the "Board") and Gulf Coast Trades Center ("Charterholder") for an open-enrollment charter to operate a Texas public school.

General

1. **Definitions.** As used in this contract:
 - "Charter" means the open-enrollment charter, as provided by Subchapter D, Chapter 12, Texas Education Code (TEC), granted by this contract.
 - "Charter school" means the open-enrollment charter school. Charterholder agrees to operate as provided in this contract. The charter school is a Texas public school.
 - "Agency" means the Texas Education Agency.

2. **The Charter.** This contract grants to Charterholder an open-enrollment charter under Subchapter D, Chapter 12, TEC. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application #701-97-028; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board and (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).

3. **Authority Granted by Charter.** The charter authorizes Charterholder to operate a charter school subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.

4. **Alienation of Charter.** The charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charterholder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the charter. Any attempt to do so shall be null and void and of no force or effect; provided, however, that Charterholder may contract at fair market value for services necessary to carry out policies adopted by Charterholder or the governing body of the charter school.

5. **Term of Charter.** The charter shall be in effect from August 1, 1998 through July 31, 2003, unless renewed or terminated.

6. **Renewal of Charter.** On timely application by Charterholder in a manner prescribed by the Board, the charter may be renewed for an additional period determined by the Board. The charter may be renewed only by

written amendment approved by vote of the Board and properly executed by its chair.

7. Revision by Agreement. The terms of the charter may be revised with the consent of Charterholder by written amendment approved by vote of the Board. The commissioner of education ("the commissioner") may revise the charter on a provisional basis during an interim between Board meetings; however, such action shall expire unless ratified by the Board at its next regular meeting. Nothing in this paragraph limits the authority of the Board or the commissioner to act in accordance with other provisions of this contract.

Students

8. Open Enrollment. Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter and who is eligible for admission based on lawful criteria identified in the charter. Total enrollment shall not exceed 225 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 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 has a reported criminal history that bears directly on the duties and responsibilities of the employee or volunteer 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 state that no employee, volunteer or agent of Charterholder or the charter school can be required to report child abuse or neglect to Charterholder or the charter school. Rather, such reports must be made directly by the person suspecting child abuse or neglect to an appropriate entity listed in Chapter 261, Texas Family Code.
15. Notice to District. Charterholder shall notify the school district in which the student resides within three business days of any action expelling or withdrawing a student from the charter school.
16. School Year. Charterholder shall adopt a school year with fixed beginning and ending dates.

Financial Management

17. Fiscal Year. Charterholder shall adopt a fiscal year beginning September 1 and ending August 31.
18. Financial Accounting. 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. 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 120th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the charter school through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular 133.
20. 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.

21. Foundation School Program. Funds distributed to the charter school under Section 12.106, TEC shall be calculated and distributed by the agency at six-week intervals. Distribution of funds to the charter school is contingent upon charterholder's compliance with the terms of the charter. Charterholder is ineligible to receive Foundation School Program funds prior to September 1, 1998. 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.
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31. 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.
32. 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.
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Suspension of operations in violation of this paragraph shall constitute abandonment of this contract and of the charter.

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Enforcement

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

This Agreement

38. 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.

1. **Conditions of Contract.** Execution of this contract by the Board is conditioned on full and timely compliance by Charterholder with: (a) the terms, required assurances and conditions of Request for Application #701-97-028; (b) applicable law; and (c) all commitments and representations made in Charterholder's application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).
2. **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.
3. **Venue.** Any suit arising under this contract shall be brought in Travis County, Texas.
4. **Governing Law.** In any suit arising under this contract, Texas law shall apply.
5. **Authority.** By executing this contract, Charterholder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charterholder shall immediately notify the Board of any legal change in its status which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the charter school or Charterholder. Charterholder further represents that the person signing this contract has been properly delegated authority to do so.

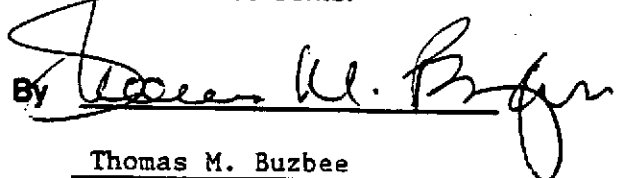
Entered into this 29th day of June, 1998.

Texas State Board of Education


By Dr. Jack Christie
Chairman

Charterholder

Gulf Coast Trades Center

By 

Thomas M. Buzbee

Typed Name
Executive Director

CONTRACTOR NUMBER PY '98/99 HOUSTON WORKS - 2018	AMENDMENT NUMBER 001
CONTRACT PERIOD: JULY 1, 1998 - AUGUST 31, 1999	PAGE 1 OF 62 PAGES
EFFECTIVE DATE: JULY 1, 1998	
SERVICE DELIVERY AREA <u>ADMINISTRATIVE ENTITY</u> HOUSTON WORKS 600 JEFFERSON, STE. 900 HOUSTON, TEXAS 77002	CONTRACTOR GULF COAST TRADES CENTER P. O. BOX 515 NEW WAVERLY, TEXAS 77358

This SUBCONTRACT amendment made and entered into on the date last specified on page 57 hereof, by and between HOUSTON WORKS, a non profit corporation established under the laws of the State of Texas and GULF COAST TRADES CENTER, organized under the laws of the State of Texas (hereinafter referred to as the "CONTRACTOR")

WITNESSETH THAT:

WHEREAS, acting pursuant to authorization by HOUSTON WORKS, a SUBCONTRACT was executed between HOUSTON WORKS and CONTRACTOR pursuant to the Job Training Partnership Act (Public Law 97-300), and

WHEREAS, the parties thereto desire to amend the above identified SUBCONTRACT:

NOW, THEREFORE, HOUSTON WORKS, and the CONTRACTOR hereby agree to amend the above identified SUBCONTRACT as follows, to wit:

DESCRIPTION OF AMENDMENT:

GENERAL INTENT:

To revise the budget and Participant Planning Summary for year two of the agreement.

To revise Section 1 of the Agreement to comply with HOUSTON WORKS' contract with the Houston Galveston Area Council.

AMENDMENT:

The original contract language is amended as reflected in the attached contract documents:

- (1) Introduction
- (2) General Conditions
- (3) Scope of Services
- (4) Participant Planning Summary
- (5) Budget

EXCEPT AS HEREINABOVE AMENDED, ALL OTHER PROVISIONS OF SAID CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

SERVICE DELIVERY AREA
ADMINISTRATIVE ENTITY:
HOUSTON WORKS
600 JEFFERSON, SUITE 900
HOUSTON, TEXAS 77002

SUBCONTRACTOR
GULF COAST TRADES CENTER
P. O. BOX 515
NEW WAVERLY, TX 77358

IN WITNESS WHEREOF, HOUSTON WORKS and the SUBCONTRACTOR have examined the foregoing provisions and the EXHIBITS to this SUBCONTRACT as of July 1, 1998, in three (3) facsimile copies, all of equal force.

ATTEST: (SEAL)

GULF COAST TRADES CENTER

By: [Signature]

Date of Signature Execution: 7-18-98

Name: THOMAS M. BURBEE

Title: EXECUTIVE DIRECTOR

[Signature]
Corporate Secretary

ATTEST: (SEAL)

HOUSTON WORKS
Signed By:

[Signature]
Board Member, HOUSTON WORKS

Name: Lewis L. Jackson, Jr.
(print or type)

Title: Board Member
(print or type)

APPROVED:

Executive Director, HOUSTON WORKS

Date: _____

Purpose Statement: To provide basic skills, pre-employment work maturity, driver's education, occupational skills, work experience and GED instruction for adjudicated youth in a residential facility

Beginning Date: July 1, 1998

Ending Date: August 31, 1999

Type of Contract: Cost Reimbursement

Total Obligated Dollar Amount of Contract (including Pass-through funds)

\$200,000

Funding Source: TX Workforce Commission

JTPA Title(s): IIC